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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 063202

2009 SEP 16 AM 10:23

WWR # 07671661

MICHAEL A. BROWN
RECORDER

ESTOPPEL AFFIDAVIT

THIS AFFIDAVIT, made this 19th day of August, 2009, by Carlos Ozuna, hereinafter referred to as Grantor.

WITNESSETH:

That the Grantor did on May 9, 2006, execute and deliver a certain promissory note in the principal sum of \$82,555.00, and secured by a first mortgage duly recorded on May 18, 2006, in the Recorder's Office of Lake County, Indiana as Instrument No. 2006-04224 covering the real estate located at 6013 Tyler Place, Merrillville, Indiana 46410 and more particularly described as follows:

Lot 115 in Barclay Village, Unit No. 2, in the Town of Merrillville, as per plat thereof, recorded in Plat Book ⁴⁹29, Page 125, in the Office of the Recorder of Lake County, Indiana.
Prior Deed Reference: Special Warranty Deed recorded on May 17, 2006 as Instrument No. 2006-042223

The Grantor has defaulted in the payments due on said note upon which the amount of \$81,045.54 is at present due and outstanding as of August 4, 2009, and is unable to meet the obligations of said note and mortgage according to the terms thereof. That the said Grantor, is the party who made, executed and delivered that certain Quit Claim Deed to Banco Popular, North America dated the 19th day of August, 2009, conveying the above described property. The said Grantor hereby acknowledges, agrees, and certifies, that the aforesaid deed was an absolute conveyance of the Grantor's rights, title and interest in and to said real estate, together with all buildings thereon and appurtenances thereunto belonging and appertaining, and with release of all dower and homestead rights in and to said real estate, and also conveys, transfers, and assigns the Grantor's rights of possession, rentals, and equity of amount of said indebtedness outstanding and in consideration of the premises hereof and in consideration of such conveyance, the Grantor has received a full and complete release of personal liability on said note together with the cancellation of record by said Grantee and the delivery to the affiant of the note secured by said mortgage duly canceled, receipt of which canceled note is hereby acknowledged. Said deed was given voluntarily by the Grantor to the Grantee, in good faith on the part of the Grantor and Grantee, without any fraud, misrepresentation, duress, or undue influence whatsoever, or any misunderstanding on the part of Grantor or Grantee and was not given as a preference against any other creditors of said Grantor. Said deed of conveyance shall not restrict the right of the Grantee to institute foreclosure proceedings if the Grantee desires, but the conveyance by said deed shall be and is hereby intended and understood to be an absolute conveyance and an unconditional sale, with full extinguishment of Grantor's rights, title and interest of every character in and to said property.

HOLD FOR MERIDIAN TITLE CORP

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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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MT
CIA

The Grantor acknowledges that the release of liability regarding the obligation evidenced by the note and mortgage does not affect any other obligation to Banco Popular, North America.

This affidavit has been made for the protection and benefit of the aforesaid Grantee in said deed, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described therein, and shall bind the respective heirs, executors, administrators and assigns of the undersigned.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand, this 19th day of August, 2009.

X Carlos Ozuna
Carlos Ozuna

STATE OF INDIANA)
COUNTY OF LAKE) SS:

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared Carlos Ozuna, the Grantor in the above estoppel affidavit, and acknowledged the signing thereof, and that such signing was freely and voluntarily performed, for the use and purposes therein mentioned.

IN TESTIMONY THEREOF, I have hereunto signed my name, and affixed my official seal this 19th day of August, 2009.

Teresa Cabello
Notary Public
My commission expires: _____

TERESA CABELLO
Lake County
My Commission Expires
January 27, 2016

THIS INSTRUMENT PREPARED BY:
Zarkis V. Daroga, Attorney at Law, Weltman, Weinberg & Reis Co., L.P.A., 525 Vine Street, Suite 800, Cincinnati, Ohio 45202.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social security number in this document, unless required by law. -Zarkis V. Daroga

