

3

2011 069260

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2011 DEC -1 PM 3: 50

MICHELLE

MICHELLE B. FAJMAN  
RECORDER

**DEED IN LIEU OF FORECLOSURE**

TITLE OF DOCUMENT

KNOWN ALL MEN BY THESE PRESENTS, that **Scott A. Reed**, hereinafter called grantor, for \$105,000.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **DKR Mortgage Asset Trust I, a Delaware statutory trust**, hereinafter called grantee, and unto grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in the Lake County, Indiana, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

This being the identical property conveyed to the GRANTOR herein by Deed from Trademark Group Development, LLC dated May 7, 2008, recorded May 13, 2008 and filed in Record Doc No: 2008-034895

COMMONLY known as: 5602 Indiana Avenue, Hobart, Indiana 46342

Assessor's Parcel Number: 008-08-15-0632-0011

To have and to hold the same unto the said grantee and grantee's successors and assigns forever.

This deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

This deed does not effect a merger of the fee ownership and the lien of the mortgage described below. The fee and lien shall hereafter remain separate and distinct. By acceptance and recording of this deed, grantee covenants and agrees that it shall forever forebear taking any action whatsoever to collect against grantor on the obligations which are secured by the mortgage/deed of trust (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceedings to foreclosure that mortgage, grantee shall not seek, obtain or permit a deficiency judgment against grantors, their heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the even that grantor attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to grantee.

Grantor does hereby assign and transfer to grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage described below.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made.

The true and actual consideration for this transfer consists of grantee's waiver of its right to bring an action against Grantor based on the promissory note secured by the mortgage hereinafter described and agreement not to name the grantor as a party to a foreclosure action stated above with respect to that document paring the date of on May 7, 2008, by grantor in favor of Mortgage Electronic Registration Systems, Inc., as nominee for Flagstar Bank, FSB, a federally chartered savings bank, and recorded at Doc. No. 2008-034896 real property records of Lake County, Indiana on May 13, 2008, and according to public record the beneficial interest of the Mortgage was assigned to **DKR Mortgage Asset Trust I** by document dated June 7, 2011 Doc. No. 2011-036924.

DULY ENTERED FOR TAXATION SUBJECT  
FINAL ACCEPTANCE FOR TRANSFER

DEC 01 2011

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

057361

26<sup>00</sup>  
1088  
RA

In construction this deed and where the context so requires, the singular included the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

2011 IN WITNESS whereof, Grantor has executed this deed this 9 day of Nov.

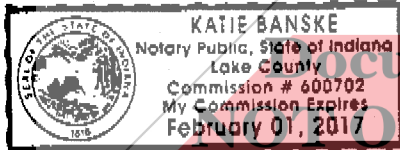
[Signature]  
Scott A. Reed

**ACKNOWLEDGMENT**

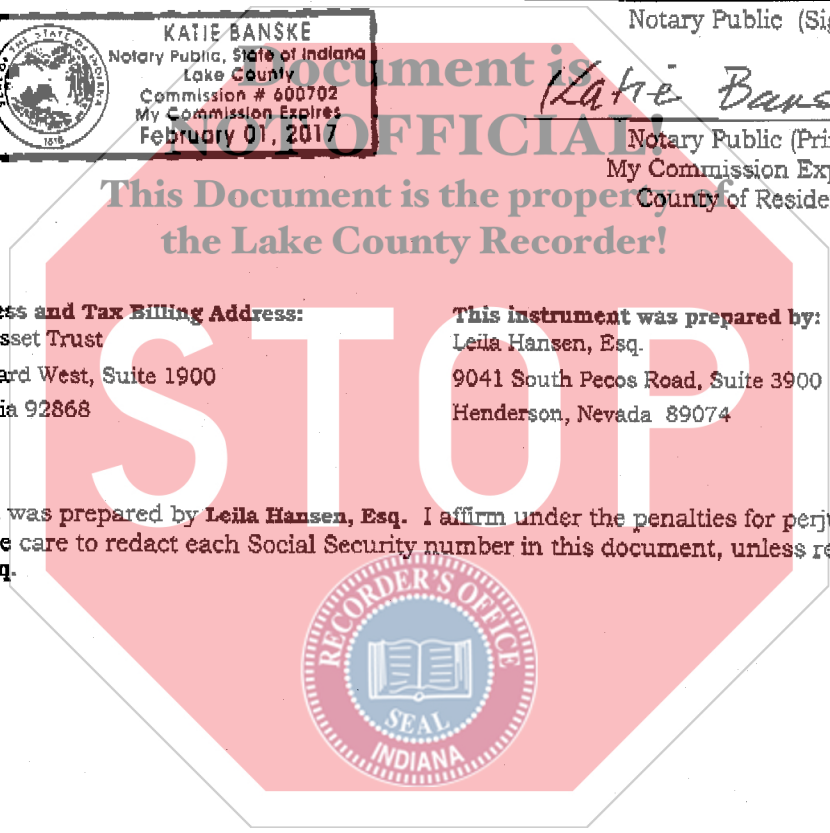
STATE OF Indiana  
COUNTY OF Lake ) ss

Before me, a Notary Public in and for said County and State, personally appeared Scott A. Reed who acknowledged the execution of the foregoing Quitclaim Deed this 9<sup>th</sup> day of NOVEMBER, 2011.

[Signature]  
Notary Public (Signature)



Katie Banske  
Notary Public (Printed Name)  
My Commission Expires: 2-1-2017  
County of Residence: Lake



**Grantee's Address and Tax Billing Address:**  
DKR Mortgage Asset Trust  
One City Boulevard West, Suite 1900  
Orange, California 92868

**This instrument was prepared by:**  
Leila Hansen, Esq.  
9041 South Pecos Road, Suite 3900  
Henderson, Nevada 89074

This instrument was prepared by Leila Hansen, Esq. 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.  
Leila Hansen, Esq.



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**PART OF LOT 11 IN GLENWOOD MANOR SUBDIVISION, IN THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 75 PAGE 84, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT 11, THENCE SOUTH 10 DEGREES 51 MINUTES 29 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID LOT 11, A DISTANCE OF 115.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 10 DEGREES 51 MINUTES 29 SECONDS WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 54.51 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 11; THENCE NORTH 79 DEGREES 08 MINUTES 31 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 11, A DISTANCE OF 123.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 11; THENCE NORTH 10 DEGREES 51 MINUTES 29 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LOT 11, A DISTANCE OF 54.51 FEET; THENCE SOUTH 79 DEGREES 08 MINUTES 31 SECONDS EAST PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 11, A DISTANCE OF 123.00 FEET TO THE POINT OF BEGINNING.**

