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MISSOURI RECORDING DEPARTMENT

Mail Tax Bills To:
Nationstar Mortgage LLC
350 Highland Drive
Lewisville, Texas 75067

Tax Key No.: 45-03-07-101-029.000-023

After Recording Return To:
RUTH RUHL, P.C.

Attn: Recording Department
2305 Ridge Road, Suite 106
Rockwall, Texas 75087

→

[Space Above This Line For Recording Data]

DEED IN LIEU OF FORECLOSURE

THIS INDENTURE WITNESSETH that Marc Duske and Tracy E. Hickson, husband and wife

("Grantor(s)")

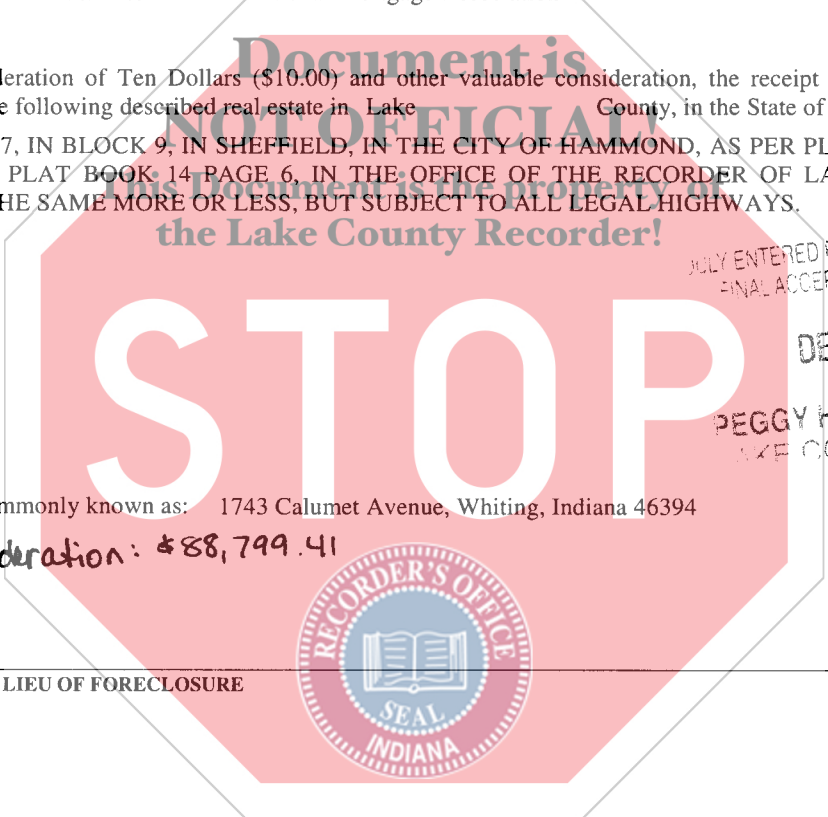
CONVEY AND WARRANT to Federal National Mortgage Association

("Grantee");

for a and in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt which is hereby acknowledged, the following described real estate in Lake County, in the State of Indiana, to-wit:

LOT 26 AND 27, IN BLOCK 9, IN SHEFFIELD, IN THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 14 PAGE 6, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS.

Document is NOT OFFICIAL! This document is the property of the Lake County Recorder!



JULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

DEC 20 2011

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

More commonly known as: 1743 Calumet Avenue, Whiting, Indiana 46394

Consideration: \$88,799.41

030091

AMOUNT \$ 28⁰⁰
CASH _____ CHARGE _____
CHECK # 6890243
OVERAGE _____
COPY _____
NON COM _____
CLERK _____

2

SUBJECT TO all real estate taxes and assessments due and payable.

SUBJECT TO restrictions, conditions, limitations, zoning ordinances, easements, encroachments, visible or of record, roadways, rights-of-way and highways of record.

SUBJECT TO that certain Real Estate Mortgage from Grantors to Grantee dated August 18th, 2006, in the original principal amount of \$ 91,500.00, recorded on September 11th, 2006, in Book N/A, Page N/A, Instrument No. 2006 079349 and assigned to Nationstar Mortgage LLC

recorded on April 7, 2010 in Book N/A, Page N/A, Instrument No. 2010 019461, in the Recorder's office in and for Lake County and State of Indiana (the "Mortgage").

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY AND BETWEEN THE GRANTORS AND GRANTEE THAT THIS CONVEYANCE SHALL NOT EFFECT NOR BE CONSIDERED TO EFFECT A MERGER OF THE ABOVE-DESCRIBED MORTGAGE HELD BY GRANTEE, NOR ANY RIGHTS AND INTERESTS CREATED IN FAVOR OF NATIONSTAR MORTGAGE LLC

IN AND TO THE FEE SIMPLE TITLE HEREBY ACQUIRED BY GRANTEE AND THAT SAID MORTGAGE SHALL CONTINUE TO BE AND REMAIN IN FULL FORCE AS A VALID AND SUBSISTENT FIRST LIEN UPON THE ABOVE-DESCRIBED REAL ESTATE WITHOUT ANY IMPAIRMENT WHATSOEVER HEREBY AND WITH THE PRIORITY OF SUCH MORTGAGE LIEN DOCUMENTS UNDIMISHED. THE GRANTEE HEREBY RESERVES ALL OF ITS RIGHTS AND REMEDIES UNDER THE MORTGAGE, THE PROMISSORY NOTE WHICH IT SECURES AND THE ANY AND ALL OTHER DOCUMENTS AND AGREEMENTS ENTERED INTO IN CONNECTION THE REWITH.

Grantors declare that this conveyance is the absolute and unconditional conveyance to Grantee of the entire fee simple title to the above real estate in fact as well as in form and is not intended as, nor shall it be construed as the conveyance of a lesser estate or as a mortgage or any other form of security. This deed constitutes a transfer of the herein-described real estate from Grantors for fair and adequate consideration as herein set forth.

Grantors further declare and acknowledge that this conveyance is not a conveyance to Grantee in trust for or to the use of Grantors or any other persons, but that the title herein conveyed to Grantee shall be held by Grantee for and to its own sole and exclusive use and benefit.

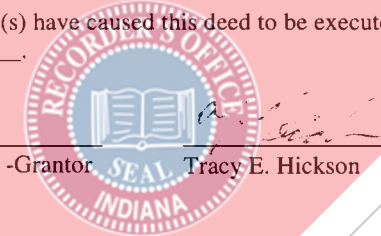
Grantors declare that this conveyance is freely and fairly made, there are no agreements, oral or written, other than this deed between Grantors and Grantee with respect to the real estate.

Grantors herein certify that no Indiana Gross Income Tax is due by reason of this conveyance.

IN WITNESS WHEREOF, Grantor(s) have caused this deed to be executed this 25th day of August, 2011.



Marc Duske
1743 Calumet Avenue
Whiting, Indiana 46394


-Grantor Tracy E. Hickson

-Grantor

ACKNOWLEDGMENT

State of ~~Indiana~~ NEW MEXICO §
County of ~~Lake~~ BERNALILLO §

Before me, a Notary Public in and for said County and State, personally appeared Marc Duske and Tracy E. Hickson

who acknowledged the execution of the foregoing Deed, and who, having been duly sworn, stated that the facts and matters set forth in it are true and correct.

Witness my hand and Notarial Seal this 25th day of AUGUST, 2011.

(Seal)

Wesley Salazar
Notary Public
Wesley Salazar
Type or Print Name of Notary

County of Residence: BERNALILLO

My Commission Expires: 12/09/2012



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

Ruth Ruhl
Signature

This Document Prepared By:
RUTH RUHL, P.C.
Ruth Ruhl, Esquire
2305 Ridge Road, Suite 106
Rockwall, Texas 75087

**ESTOPPEL AFFIDAVIT TO ACCOMPANY
DEED IN LIEU OF FORECLOSURE**

State of Indiana §
County of Lake §

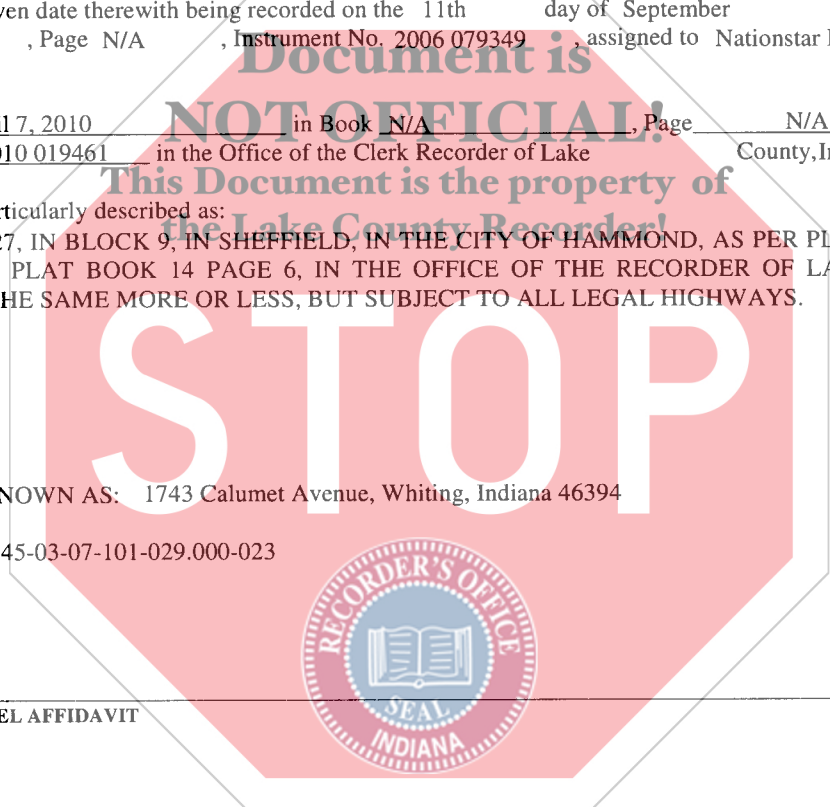
THE UNDERSIGNED, Marc Duske and Tracy E. Hickson, husband and wife, (“Borrower”) after having been first duly sworn, upon oath, state and affirm the following to-wit:

1. That on August 18th, 2006, for good and valuable consideration, Borrower duly executed and delivered a certain Promissory Note (“Note”), made payable to the order of Centera Mortgage, Corporation, (“Lender”), in the original principal amount of \$ 91,500.00, together with interest thereon at the rate set forth in said instrument. The Note was duly secured by a Mortgage, Deed of Trust or Deed to Secure Debt (the “Security Instrument”) of even date therewith being recorded on the 11th day of September, 2006, in Book N/A, Page N/A, Instrument No. 2006 079349, assigned to Nationstar Mortgage LLC, by assignment recorded on April 7, 2010 in Book N/A, Page N/A, Instrument No. 2010 019461 in the Office of the Clerk Recorder of Lake County, Indiana.

Property more particularly described as:
LOT: 26 AND 27, IN BLOCK 9, IN SHEFFIELD, IN THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 14 PAGE 6, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS.

COMMONLY KNOWN AS: 1743 Calumet Avenue, Whiting, Indiana 46394

TAX KEY NO.: 45-03-07-101-029.000-023



The Borrower is currently in default in the making of payments due on the Note and does not currently have the financial capability of curing such default.

2. That pursuant to an agreement with the Lender, Borrower has made, executed and delivered that certain Warranty Deed ("Deed") of even date herewith, which conveyed the Property and improvements thereon to the Lender or its designee.

3. That the undersigned hereby acknowledges, agrees and certifies that the Deed is an absolute conveyance of Borrower's right, title and interest in and to said Property and improvements, together with all buildings thereon and appurtenances thereunto belonging and appertaining, including the exceptions as specified in the title commitment/report from Resource Title National Agency, Inc. effective date of June 28th, 2011 with release of all homestead and other exemption rights in and to the Property. 1) Said Deed was not and is not now intended as a mortgage, trust conveyance, or security of any kind. Said Deed also conveyed, transferred and assigned Borrower's rights of possession, rentals, deposits and equity of redemption in and to the Property and improvements thereon, all personal property existing on or used in conjunction with the Property, and all other rights and interest of Borrower in and to the Property, 2) and that possession of all of the Property and improvements has been surrendered to Lender.

4. That the value of the Property and improvements thereon is not in excess of the amount of the total indebtedness outstanding on the Note, and in consideration of the premises hereof, and in consideration of such conveyance, Borrower has received from the Lender an agreement that, subject to certain conditions, Lender covenants to completely release Borrower from personal liability to pay principal and interest under the Promissory Note and Mortgage, and from all security agreements, financing statements, and claims and demands with respect to the Property.

5. That the Deed was given voluntarily by Borrower, in good faith on the part of the Lender, without any fraud, misrepresentation, duress or undue influence whatsoever, or any misunderstanding on the part of the Lender or Borrower, and was not given as a preference against any other creditors of Borrower, whose rights would be prejudiced by such conveyance.

6. That the Deed shall not restrict the right of the Lender to commence foreclosure proceedings if it should so desire, 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 Borrower's equity of redemption, and with full release of all of Borrower's right, title and interest of every character and nature in and to the Property and improvements thereon.

7. Said delivery, acceptance, and recording of said Deed shall not, in any way or manner whatsoever, result in a merger of the interest of Nationstar Mortgage LLC

of the property and as the holder of the rights, title, and interest formerly held by Marc Duske and Tracy E. Hicks on

in and to the Property. The acceptance of the underlying Agreement of Deed shall not be deemed a waiver by Lender of its claims of priority under the Mortgage over any other liens, mortgages, security interests, or encumbrances of any kind or nature now or existing or hereafter placed upon the Property, or any part thereof. The delivery, acceptance, and/or recording of these documents shall not affect or prejudice, in any way, the right of Lender to foreclose the Mortgage by judicial proceedings or otherwise. The Note and Mortgage and the lien imposed thereby shall, in all respects, survive the execution and recording of the documents.

8. That Borrower has not taken any action, or failed to take any action, which would result in any lien, encumbrance, claim or charge from being recorded against the Property.

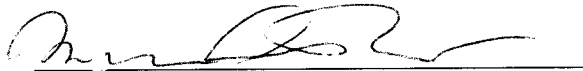
9. That notwithstanding the Borrower has not made payments due on the Note, Borrower is solvent and is not currently the subject of any voluntary or involuntary bankruptcy, insolvency, arrangement or receivership proceedings, nor is Borrower currently contemplating or anticipating the same.

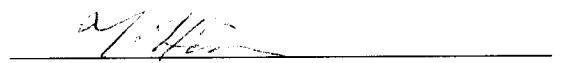
10. That it is expressly understood that this Affidavit has been given for the protection and benefit of and may be relied upon the Lender and the Title Company, and their successors and assigns, and shall bind the representatives, heirs, executors, administrators and assigns of the undersigned.

11. That there exists no agreement, express or implied, for Borrower, the undersigned, or any person or entity acting as an agent of Borrower or undersigned, to reacquire the Property or any portion thereof, or interest therein, from the Lender or to distribute to Borrower any profits or proceeds derived from the Property.

12. That the undersigned upon request from the Lender, will testify, declare, depose or certify before any competent tribunal, officer or person in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

13. That it is expressly understood and agreed that the above foregoing provisions shall be supplemental to the Deed and shall not merge therein.

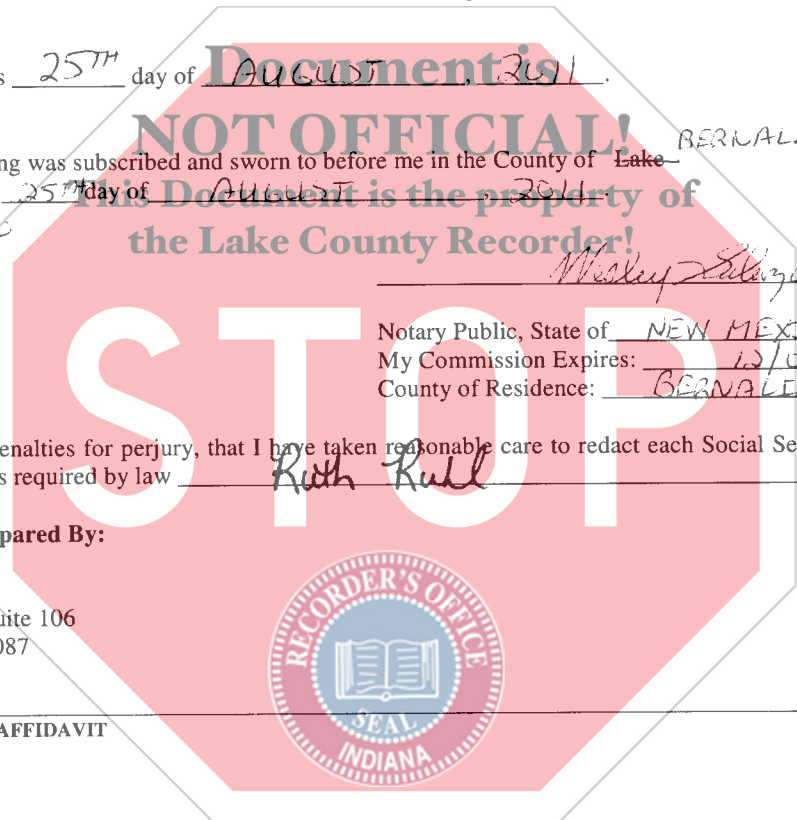

Marc Duske -Borrower

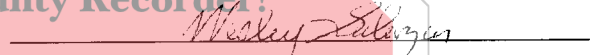

Tracy E. Hickson -Borrower

DATED this 25th day of AUGUST, 2011.

The foregoing was subscribed and sworn to before me in the County of BERNALLEUO, and State of INDIANA, this 25th day of AUGUST, 2011.

(Seal)




Notary Public, State of NEW MEXICO
My Commission Expires: 12/09/2012
County of Residence: BERNALLEUO

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  Signature

This Document Prepared By:
RUTH RUHL, P.C.
Ruth Ruhl, Esquire
2305 Ridge Road, Suite 106
Rockwall, Texas 75087

CONDITIONAL DELIVERY OF DEED
(to be attached to the Estoppel Affidavit)

It is understood and agreed by Grantor that the deed to Federal National Mortgage Association

(“Grantee”), mentioned in the Estoppel Affidavit delivered together herewith, is intended to convey a marketable title free and clear of all liens or encumbrances, that the Grantee intends to have the title to and condition of said premises examined before finally accepting said deed; and, that the Grantee, in its sole discretion, reserves the right to reject said deed, and to have the holder of the Note and the Mortgage/Deed of Trust/Security Deed proceed with foreclosure and assert all of the rights of the holder under the Note and Mortgage/Deed of Trust/Security Deed described in the first paragraph of said Estoppel Affidavit.

Signed this 25TH day of August, 2011



Marc Duske

-Grantor



Tracy E. Hickson

-Grantor

