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LAKE COUNTY
CLERK'S OFFICE
RECORDS

2011 073923

2011 DEC 21 AM 9:06

RECORDED

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, that **JUNIOR LAWRENCE AND DONNA LAWRENCE, AS HUSBAND AND WIFE**, hereinafter called Grantor, for \$78,645.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **WELLS FARGO FINANCIAL INDIANA, INC.**, 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 County of Lake, State of Indiana, described as follows:

The following Real Estate in Lake County in the State of Indiana, to wit:
The West 18.34 feet of Lot 13 and Lot 14, except the West 6.67 feet thereof in Block 10 in New Brunswick Addition to Gary, as shown in Plat Book 14, page 16, in the Office of the Recorder of Lake County, Indiana.

APN: 45 07-01-409-006.000-004 **EXHIBIT A**

Being the same property conveyed to **Junior Lawrence and Donna Lawrence, husband and wife, as tenants by the entirety** by deed from **Chuck McKinney**, dated 12/22/2003, filed 12/23/2003 and recorded in Deed as Inst. No. **2003134501** in LAKE County Records.

Address: **5224 W. 7TH AVE., GARY, IN 46406.**

To have and to hold the same unto the said Grantee's 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 (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceeding to foreclose that mortgage, Grantee shall not seek, obtain or permit a deficiency judgment against Grantor, Grantor's heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the event 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.

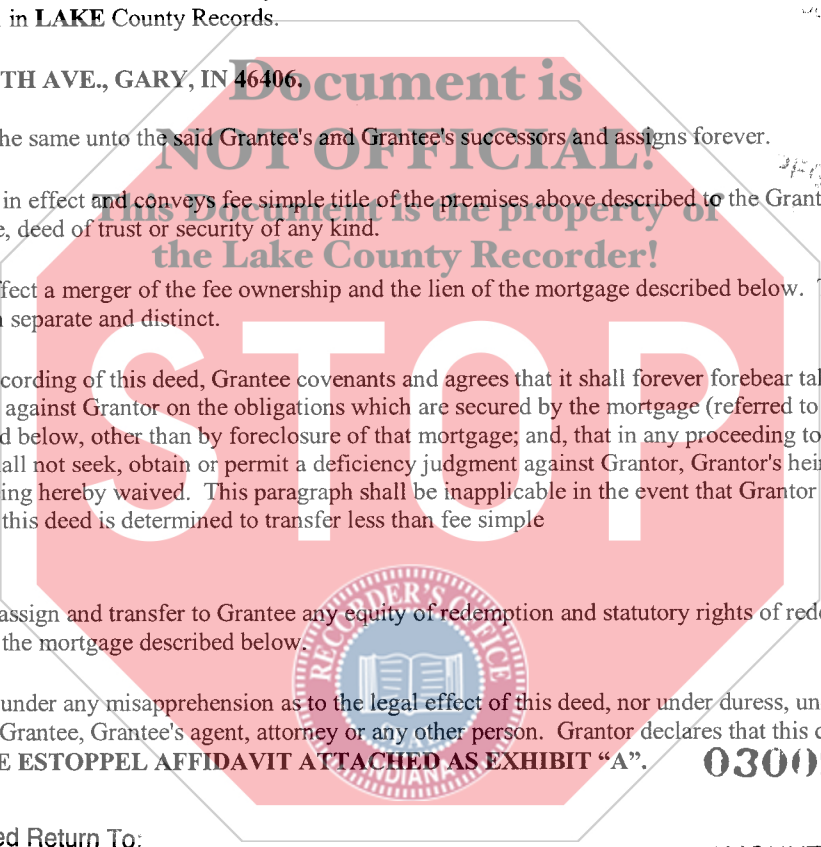
Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of Grantee, Grantee's agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made. **SEE ESTOPPEL AFFIDAVIT ATTACHED AS EXHIBIT "A".**

030092

When Recorded Return To:
Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117
-7433462

#84

AMOUNT \$ 24⁰⁰
CASH _____ CHARGE _____
CHECK # 0078241993
OVERAGE _____
COPY _____
NON-COM _____
CLERK Rm



ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER
DEC 20 2011
PEGGY HOEINGA KATONA
COUNTY AUDITOR

The true and actual consideration for this transfer consists of \$78,645.00 and 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 as stated above with respect to that certain mortgage executed on 6/23/2007, by Grantor in favor of **WELLS FARGO FINANCIAL INDIANA, INC.**, and recorded 7/12/2007 as Instrument No. 200705676 in the Office of the Recorder of Lake County, Indiana.

In construing this deed and where the context so requires, the singular includes 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.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 9th day of NOV., 2011.

Junior M Lawrence
JUNIOR LAWRENCE

Donna M Lawrence
DONNA LAWRENCE

STATE OF INDIANA)
COUNTY OF LAKE) SS.

Before me, a Notary Public in and for said County and State, personally appeared **JUNIOR LAWRENCE AND DONNA LAWRENCE** who acknowledged the execution of the foregoing Deed in Lieu of Foreclosure and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 9th day of NOV., 2011.

(seal)



Bernadette Hill
Notary Public
Printed Name: Bernadette Hill
My Commission Expires: Aug. 6, 2015

This instrument was prepared by Kristin Ginter, Change of Title, Inc., 160 S. Old Springs Road, Ste. 260, Anaheim Hills, CA 92803

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. ~~Kristin Ginter~~ Pangma Yang

Grantee's mailing address is: One Home Campus, MAC # x2409-01F, Des Moines IA 50328

~~After recording, return to:~~ _____

2-9-11

ESTOPPEL AFFIDAVIT

STATE OF INDIANA)
COUNTY Lake) SS.

JUNIOR LAWRENCE AND DONNA LAWRENCE, AS HUSBAND AND WIFE, being first duly sworn, depose and say: That they are the identical parties who made, executed, and delivered that certain Deed in Lieu of Foreclosure to **WELLS FARGO FINANCIAL INDIANA, INC.**, dated the 9th day of NOV, 2011 conveying the following described property, to-wit:

The following Real Estate in Lake County in the State of Indiana, to wit:
The West 18.34 feet of Lot 13 and Lot 14, except the West 6.67 feet thereof in Block 10 in New Brunswick Addition to Gary, as shown in Plat Book 14, page 16, in the Office of the Recorder of Lake County, Indiana.

Being the same property conveyed to **Junior Lawrence and Donna Lawrence, husband and wife, as tenants by the entirety** by deed from **Chuck McKinney**, dated 12/22/2003, filed 12/23/2003 and recorded in Deed as Inst. No. **2003134501** in LAKE County Records.

Address: **5224 W. 7TH AVE., GARY, IN 46406.**
Parcel No.: **45-07-01-409-006.000-004**

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to **WELLS FARGO FINANCIAL INDIANA, INC.**, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiant as Grantor in said deed to convey, and by said deed the affiant did convey to **WELLS FARGO FINANCIAL INDIANA, INC.**, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **WELLS FARGO FINANCIAL INDIANA, INC.**.

That in the execution and delivery of said deed the affiants were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

That the aforesaid deed was not given as a preference against any other creditors of the deponents or either of them; that at the time it was given there was no other person or persons, firms or corporations, other than **WELLS FARGO FINANCIAL INDIANA, INC.**, who had an interest, either directly or indirectly, in said premises; that this deponent is solvent and has no other creditors whose rights would be prejudiced by such conveyance, and that deponent is not obligated upon any bond or mortgage or other security whereby any lien has been created or exists against the premises described in said deed.

That the consideration for said deed was and is payment to affiants of the sum of \$78,645.00 by **WELLS FARGO FINANCIAL INDIANA, INC.** and **WELLS FARGO FINANCIAL INDIANA, INC.**'s agreement to forbear taking any action against affiant to collect on the obligations secured by the mortgage described below, other than by foreclosure of that mortgage and to not seek, obtain or permit a deficiency judgment against affiant in such foreclosure action. The mortgage referred to herein was executed by the undersigned to **WELLS FARGO FINANCIAL INDIANA, INC.**, on 6/23/2007, and recorded on 7/12/2007, as Instrument No. 2007056776 in the Office of the Recorder of Lake County, State of Indiana. At the time of making said deed in lieu of foreclosure affiant believed and now believes that the aforesaid consideration therefore represents the fair value of the property so deeded, or more.

This affidavit is made for the protection and benefit of **WELLS FARGO FINANCIAL INDIANA, INC.**, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

That affiant 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.

WE (THE BORROWERS) UNDERSTAND THAT WE HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. WE HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

Dated: Nov. 9, 2011

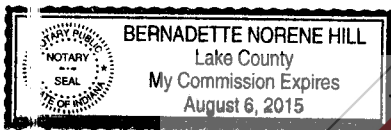
Junia Lawrence
JUNIOR LAWRENCE

Dated: Nov. 9, 2011

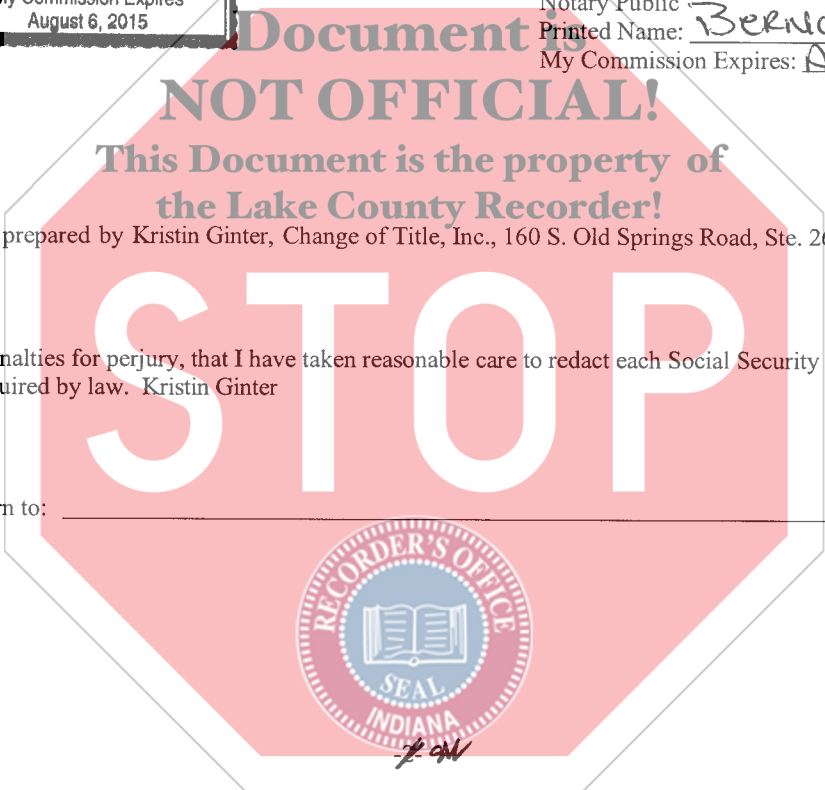
Donna M. Lawrence
DONNA LAWRENCE

Subscribed and sworn to before me this Nov. 9, 2011.

(seal)



Bernadette Hill
Notary Public
Printed Name: Bernadette Hill
My Commission Expires: Aug. 6, 2015



This instrument was prepared by Kristin Ginter, Change of Title, Inc., 160 S. Old Springs Road, Ste. 260, Anaheim Hills, CA 92803.

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. Kristin Ginter

After recording, return to: _____

EXHIBIT "A"

File No.: **4011-1095002-11**

Commitment No.: **4011-1095002-11**

Rea property in the City of Gary, County of LAKE, State of Indiana, described as follows:

The following Real Estate in Lake County in the State of Indiana, to wit:
The West 18.34 feet of Lot 13 and Lot 14, except the West 6.67 feet thereof in Block 10 in New
Brunswick Addition to Gary, as shown in Plat Book 14, page 16, in the Office of the Recorder of Lake
County, Indiana.

APN 45-07-01-409-006.000-004

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