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2013 050842

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2013 JUL 15 AM 9:15

MICHAEL B. BROWN
RECORDER

Commitment Number: 06065IN12

Mail Tax Statements To:

U.S. Bank National Association, as Trustee for Stanwich Mortgage Loan Trust, Series 2011-4

Carrington Mortgage Services, LLC

1610 E. St. Andrew Place, Suite B-150, Santa Ana, CA 92705.

After Recording, Mail/Return to:

Trustee Management Company

10975 El Monte Street Suite 225

Overland Park, KS 66211

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

Document is NOT OFFICIAL!
DEED IN LIEU OF FORECLOSURE
This Document is the property of the Lake County Recorder!

KNOWN ALL MEN BY THESE PRESENTS, that Mozell Griffin, hereinafter called grantor, for \$1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto U.S. Bank National Association, as Trustee for Stanwich Mortgage Loan Trust, Series 2011-4, 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 **Lake County, Indiana**, described as follows:

LOTS 22, 23, 24, 25,26 BLOCK 18 AND THE WEST HALF OF THAT PART OF THE VACATED ALLEY LYING EAST OF AND ADJACENT LOTS 24, 25, 26 ON THE EAST LAKE SHORE ADDITION TO EAST CHICAGO IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 2, PAGE 17, LAKE COUNTY, INDIANA.

This being the identical property conveyed to the GRANTOR herein by Deed recorded as Instrument No. 805858

COMMONLY known as: **8920 INDIAN BOUNDARY, GARY, IN 46403**

Assessor's Parcel Number: **45-05-33-211-016-000-004**

004119

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

DULY ENTERED FOR TAXATION SUBSEQUENT TO FINAL ACCEPTANCE FOR TRANSFER

JUL 11 2013

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

AMOUNT \$ 24⁰⁰
CASH _____ CHARGE _____
CHECK # 84428
OVERAGE 2⁰⁰
COPY _____
NON-COM _____
CLERK MB / CS

E

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 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, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made in accord with the Estoppel Affidavit attached hereto as Exhibit A.

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 certain mortgage.

Mortgage from MOZELL GRIFFIN to MERS, INC., AS NOMINEE FOR CITIMORTGAGE, INC, in the amount of \$136,000.00, dated 8-23-07 and recorded 9-17-07 as Instrument Number 2007-074622, and assigned to CITIMORTGAGE, INC by assignment recorded 7-20-11 as Instrument Number 2011-039135 in the Office of the Recorder of LAKE County, Indiana.

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.

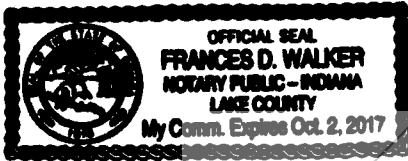


WITNESS the hand of said Grantor this 29 day of APRIL, 2013.

Mozell Griffin
Mozell Griffin

STATE OF INDIANA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me on April 29, 2013 by **Mozell Griffin** who is personally known to me or has produced Driver License as identification, and furthermore, the aforementioned person has acknowledged that his/her signature was his/her free and voluntary act for the purposes set forth in this instrument.

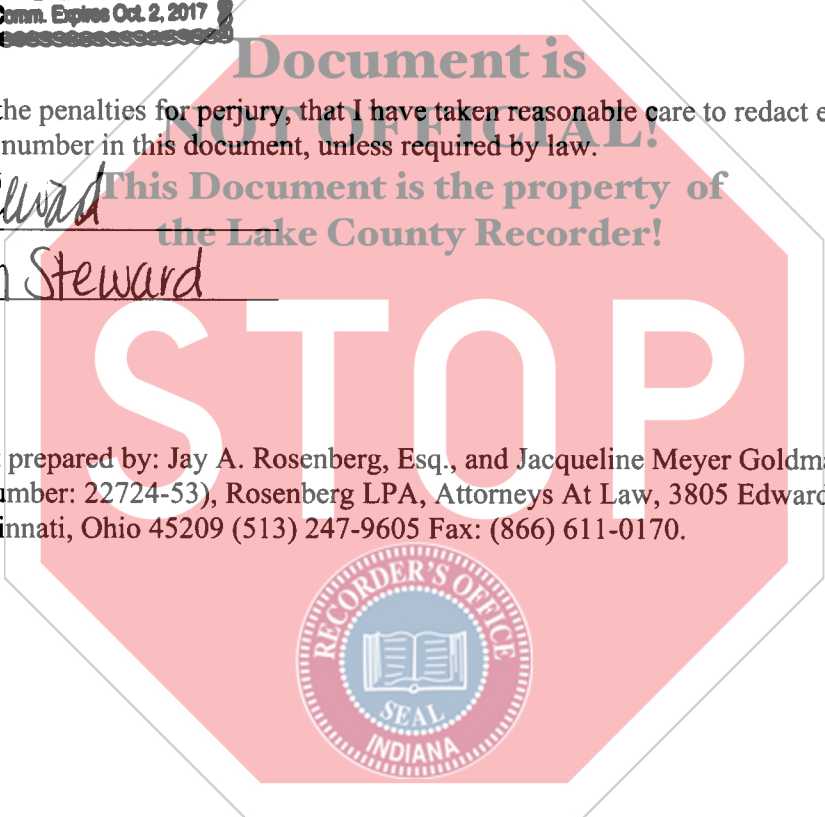


James D. Mack
Notary Public

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.

Jourdan Steward
By Jourdan Steward
Print Name

Document is
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This Document is the property of
the Lake County Recorder!



This instrument prepared by: Jay A. Rosenberg, Esq., and Jacqueline Meyer Goldman, Esq., (Indiana Bar Number: 22724-53), Rosenberg LPA, Attorneys At Law, 3805 Edwards Road, Suite 550, Cincinnati, Ohio 45209 (513) 247-9605 Fax: (866) 611-0170.

EXHIBIT "A"
ESTOPPEL AFFIDAVIT

STATE OF IN
COUNTY OF Lake

Mozell Griffin, 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 U.S. Bank National Association, as Trustee for Stanwich Mortgage Loan Trust, Series 2011-4, dated the 29 day of April, 2013, conveying the following described property, to-wit:

LOTS 22, 23, 24, 25,26 BLOCK 18 AND THE WEST HALF OF THAT PART OF THE VACATED ALLEY LYING EAST OF AND ADJACENT LOTS 24, 25, 26 ON THE EAST LAKE SHORE ADDITION TO EAST CHICAGO IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 2, PAGE 17, LAKE COUNTY, INDIANA.

Parcel ID # 45-05-33-211-016-000-004

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to U.S. Bank National Association, as Trustee for Stanwich Mortgage Loan Trust, Series 2011-4, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiants as grantors in said deed to convey, and by said deed these affiants did convey to U.S. Bank National Association, as Trustee for Stanwich Mortgage Loan Trust, Series 2011-4, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to U.S. Bank National Association, as Trustee for Stanwich Mortgage Loan Trust, Series 2011-4;

That in the execution and delivery of said deed 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 aforesaid deed was not given as a preference against any other creditor or 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 U.S. Bank National Association, as Trustee for Stanwich Mortgage Loan Trust, Series 2011-4, who have interest, either directly or indirectly, in said premises; that these deponents are solvent and have not other creditors whose rights would be prejudiced by such conveyance, and that deponents are 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 \$1.00 by U.S. Bank National Association, as Trustee for Stanwich Mortgage Loan Trust, Series 2011-4, agreement to forebear taking any action against affiants 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 affiants in such foreclosure action. The mortgage referred to herein

Mortgage from MOZELL GRIFFIN to MERS, INC., AS NOMINEE FOR CITIMORTGAGE, INC, in the amount of \$136,000.00, dated 8-23-07 and recorded 9-17-07 as Instrument Number 2007-074622, and assigned to CITIMORTGAGE, INC by assignment recorded 7-20-11 as Instrument Number 2011-039135 in the Office of the Recorder of LAKE County, Indiana.

At the time of making said deed in lieu of foreclosure affiants believed and now believe 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 U.S. Bank National Association, as Trustee for Stanwich Mortgage Loan Trust, Series 2011-4, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

That affiants, and each of them 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: APRIL 29 2013

Mozell Griffin
Mozell Griffin



STATE OF INDIANA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me on April 29, 2013 by Mozell Griffin who is personally known to me or has produced Driver's License as identification, and furthermore, the aforementioned person has acknowledged that his/her signature was his/her free and voluntary act for the purposes set forth in this instrument.

Frances D. Walker
Notary Public

