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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2013 052448

2013 JUL 17 AM 11:20

MICHAEL D. BROWN
RECORDER

**AGREEMENT FOR DEED AND
ESTOPPEL AND SOLVENCY AFFIDAVIT**

STATE OF MAINE)
) SS:
COUNTY OF KENNEBEC)

Thomas W. Lefebvre, being first duly sworn, depose and say:

That he is the identical party who made, executed and delivered that certain deed to Centier Bank/Federal Home Loan Mortgage Corporation, dated the 12th day of July, 2013, conveying the following described property to-wit:

LOT 68 IN BARRINGTON RIDGE UNIT 18, A PLANNED UNIT DEVELOPMENT TO THE CITY OF HOBART, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 92 PAGE 87, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

COMMONLY KNOWN AS: 6289 GROSBEAK COURT, HOBART, IN 46342

That the aforesaid deed is an absolute conveyance of title to the said property to Centier Bank/Federal Home Loan Mortgage Corporation, hereinafter called "Grantee", in effect as well as in form, and was not and is not intended as a mortgage, trust conveyance, or security of any kind; that possession of said property has been surrendered to Grantee and that the consideration for the aforesaid deed is: (1) payment by Grantee, at the request of deponent and for his account, of an amount sufficient to discharge the liability of deponent, whenever such liability exists, for any taxes in the nature of transfer taxes or recording taxes upon the conveyance, receipt of which is hereby acknowledged, and deponent hereby appoints Grantee his agent with full power, for him and in his name, to pay and discharge any such tax liability; and that the further consideration for the aforesaid deed is: (2) the full cancellation of all notes, bonds, obligations, costs and charges secured by a certain mortgage in default heretofore existing on the property therein and hereinbefore described, and executed by Thomas W. Lefebvre as mortgagor to Mortgage Electronic Registration Systems, Inc., as nominee for Centier Bank/Federal Home Loan Mortgage Corporation, as first mortgagee dated October 19, 2010, and recorded on October 29, 2010, as Instrument Number 2010-063127, in the Office of the Recorder of Lake County, State of Indiana.

That the aforesaid deed and conveyance was made by the deponent as the result of his request that Grantee accept such deed in extinguish of his mortgage debt and was his free and voluntary act; that at the time of making said deed the deponent believed and still believes that the mortgage indebtedness above mentioned represented the fair value of the property so deeded; that said deed was not given as a preference against any other creditors of the deponent; that at the time it was given there was no other person, firm or corporation, other than Grantee interested, either directly or indirectly in said premises; that the deponent has no other creditors whose rights would be prejudiced by such conveyance, and that except for Grantee, deponent is not obligated upon any debt whereby any lien has been created or exists against the property described in said deed; and that deponent in offering to execute the aforesaid deed to the

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JUL 17 2013

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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Grantee, and in executing same, was not acting under any duress, undue influence, misapprehension or misrepresentation by Grantee, or the agent or attorney or any other representative of Grantee, and that it was the intention of the deponent, as grantor in said deed, to convey and by said deed this deponent did convey to the Grantee all his right, title and interest absolutely in and to the property described in said deed.

That the aforesaid deed and conveyance made by the deponent is executed and delivered with the express understanding that its receipt by the Grantee does not constitute legal delivery and shall be of no binding force and effect whatsoever until such time as the said deed and the release, satisfaction or cancellation of the lien of said mortgage is filed for record in the Recorder's Office of Lake County, Indiana, at which time the full legal and equitable title shall vest in the Grantee, but it is the intention of the parties, supported by the representations and warranties of the deponent, that the Grantee shall take unencumbered title, and therefore the vesting title shall not operate to effect such a merger of interests as to extinguish the mortgage lien if such extinguishment might serve to promote the priority of any subordinate interests which may be outstanding at the time of such vesting of title.

This affidavit is made for the protection and benefit of the Grantee, its successors and assigns, and all other parties hereinafter dealing with or who may acquire any interest in the property described in the aforesaid deed, and shall bind the respective heirs, personal representatives and assigns the undersigned.

Thomas W. Lefebvre

Thomas W. Lefebvre

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Subscribed and sworn to before me this 12th day of JULY, 2013!

Diane D. Polky

(Printed Name), Notary Public

My commission expires: _____

County and State of Residence: Kennebec County
State of Maine

DIANE D. POLKY
Notary Public, **Maine**
My Commission Expires **February 22, 2014**

