

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2013 058494

2013 AUG -8 AM 9:49

MICHAEL B. BROWN
DEED IN LIEU OF FORECLOSURE
TITLE OF DOCUMENT

KNOWN ALL MEN BY THESE PRESENTS, that **Patrick J. Rigdon**, hereinafter called grantor, for \$1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **DKR Mortgage Asset Trust II, 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:

LOT 21 STONY RUN ESTATES PHASE THREE, UNIT 2, AS RECORDED IN PLAT BOOK 93, PAGE 58 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED JUNE 19, 2003, AS DOCUMENT NO. 2003-063329, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

This being the identical property conveyed to the GRANTOR herein by Deed from Scott A. Majors and Paula M. Majors, husband and wife dated October 10, 2008, recorded October 17, 2009 and filed as Instrument No. 2008-071501

COMMONLY known as: 8251 East 124th Lane, Crown Point, Indiana 46037

Assessor's Parcel Number: 45-17-21-101-016.000-044

To have and to hold the same unto the said grantee and grantee's successors and assigns for and to the use and behoof of the said grantee and grantee's successors and assigns.

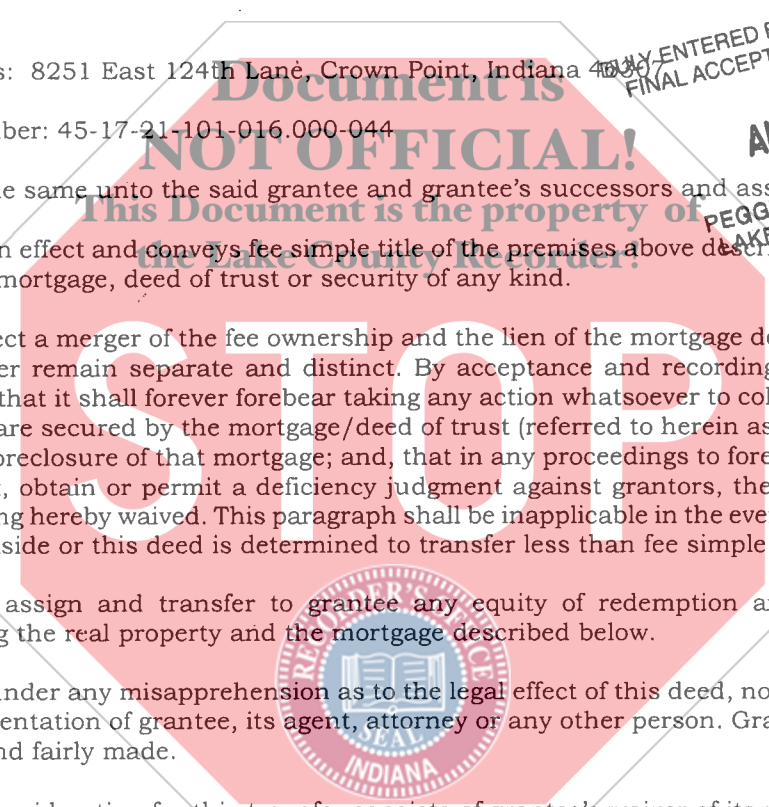
This deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

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.

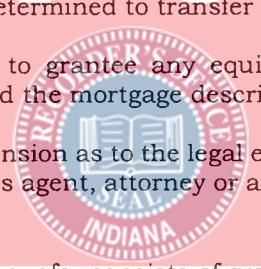
The true and actual consideration for this transfer consists of grantee's waiver of its right to bring an action against Grantor based on the promissory note secured by the mortgage hereinafter described and agreement not to name the grantor as a party to a foreclosure action stated above with respect to that certain mortgage bearing the date of February 19, 2009, by grantor in favor of **Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Flagstar Bank, FSB**, and recorded at Doc. No. 2009-013638 real property records of Lake County, Indiana on the March 4, 2009, and according to public record the beneficial interest of



FILED FOR TAXATION SUBSEQUENT TO FINAL ACCEPTANCE FOR TRANSFER

AUG 06 2013 24677

PEGGY HOLMES, CLERK
LAKE COUNTY AUDITOR

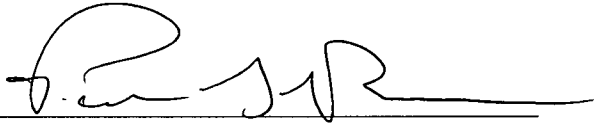


Ref #19-00
M-E
CR 2508411396

the Mortgage was assigned to DKR Mortgage Asset Trust II, a Delaware Statutory Trust by assignment recorded December 12, 2011, as Instrument No. 2011-071638.

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.

IN WITNESS whereof, Grantor has executed this deed this 16 day of July, 2013

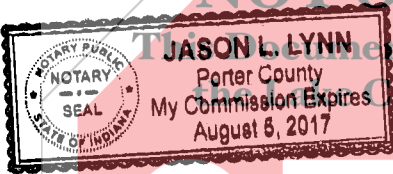


Patrick J. Rigdon

ACKNOWLEDGMENT

STATE OF IN
COUNTY OF Lake) ss

Before me, a Notary Public in and for said County and State, personally appeared **Patrick J. Rigdon** who acknowledged the execution of the foregoing Quitclaim Deed this 16 day of July, 2013.





Notary Public (Signature)

Jason L. Lynn

Notary Public (Printed Name)

My Commission Expires: 8-5-2017

County of Residence: Porter

Grantee's Address and Tax Billing Address:
DKR Mortgage Asset Trust II
333 South Anita Drive, Suite 400
Orange, California 92868

This instrument was prepared by:
Leila Hansen, Esq.
9041 S. Pecos Road, #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.**

