

**AGREEMENT FOR DEED IN LIEU OF FORECLOSURE**

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This Agreement for Deed in Lieu of Foreclosure, entered into this 31<sup>st</sup> day of December, 2013, by and between Liberty Savings Bank, FSB (hereinafter referred to as "CREDITOR") and **MJC Property & Financial Solutions, LLC, an Indiana Limited Liability Company and TERI LYNN HAMILTON**, (hereinafter referred to as "BORROWER");

WITNESSTH:

WHEREAS, BORROWER is the owner of a parcel of real estate located in the County of Lake, State of Indiana, which is set out below, to-wit:

LOT 8 IN CORRECTED PLAT OF BARCLAY VILLAGE, UNIT NO. 1 IN THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 48, PAGE 13, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

commonly known as: 5994 Harrison Street, Merrillville, Indiana 46410.

WHEREAS, BORROWER, executed a Promissory Note in the amount of Seventy-Eight Thousand Seven Hundred Dollars and No Cents (\$78,700.00) in favor of CREDITOR. A true and correct copy of said Note is attached hereto, made a part hereof and marked as Exhibit "A"; and

WHEREAS, the above-described Note was secured by a Mortgage executed on May 23, 2008, and recorded June 3, 2008, as Document No. 2008-040428 in the Office of the Recorder of Lake County, Indiana. A true and correct copy of said Mortgage is attached hereto, made a part hereof and marked Exhibit "B".

**This is an attempt to collect a debt and any information obtained will be used for that purpose.**

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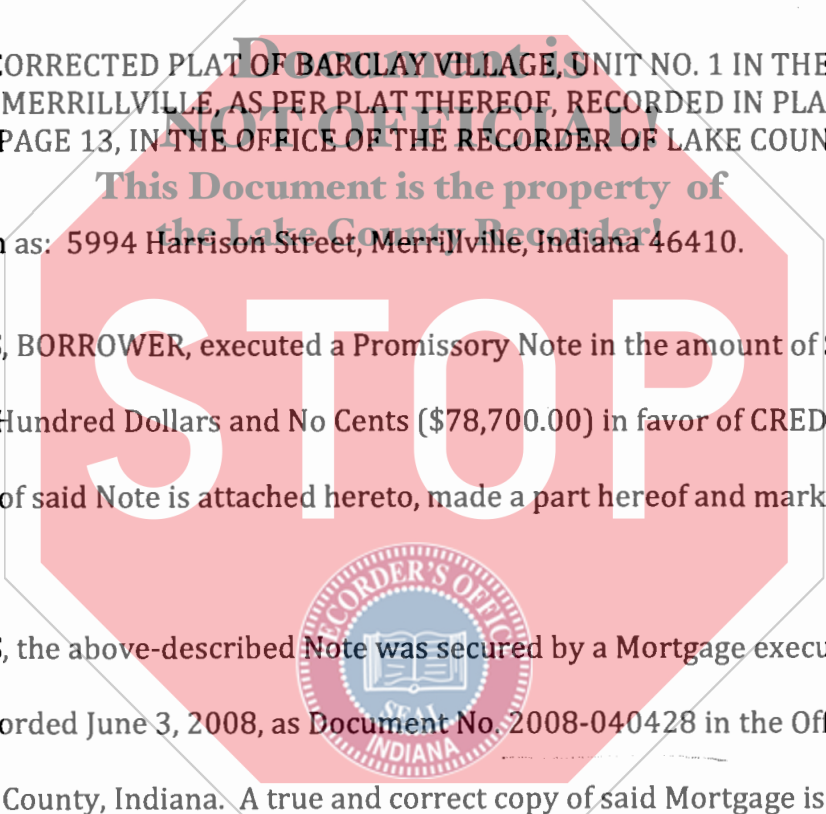
PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

IRPF

23-<sup>td</sup>CO  
CT  
NONCONF  
PP

2014 JAN 15 AM 10:25  
MICHAEL J. BROWN  
RECORDER  
LAKE COUNTY, INDIANA  
FILED FOR RECORD

Chicago Title Insurance Company



WHEREAS, there is now due and payable on said Note an unpaid principal balance in the amount of Seventy Three Thousand Three Hundred Ninety-Three Dollars and Eleven Cents (\$73,393.11).

WHEREAS, the parties hereto wish to avoid unnecessary litigation and further desire to resolve any legal obligation which exists between them.

NOW THEREFORE, in consideration of the mutual terms, covenants and agreements contained herein, the parties agree as follows:

1. BORROWER agrees to immediately execute and deliver to CREDITOR, a Special Warranty Deed (the "Deed") conveying title to the following described real estate, located in Lake County, Indiana, to-wit:

LOT 8 IN CORRECTED PLAT OF BARCLAY VILLAGE, UNIT NO. 1 IN THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 48, PAGE 13, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Commonly known as 5994 Harrison Street, Merrillville, Indiana 46410.

2. BORROWER agrees that any balance remaining in the escrow account belongs to CREDITOR. CREDITOR will be responsible for all future taxes and fees.
3. BORROWER agrees to assign and execute an assignment of all rents to CREDITOR.
4. Until such time as the Deed is recorded, BORROWER agrees not to encumber nor cause any further encumbrance to be placed on said real estate in any manner.
5. It is expressly agreed and understood that the conveyance contemplated herein is an absolute conveyance of title of said real estate to CREDITOR or its designee and

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is not intended as a mortgage, trust conveyance or security of any kind and that possession of said real estate will be surrendered to CREDITOR or its designee.

6. That the aforesaid conveyance made by BORROWER to CREDITOR is made as a result of the request by BORROWER in extinguishment for the debts of BORROWER to CREDITOR, which debt is hereby satisfied and released in full, and said conveyance was a free and voluntary act of BORROWER. At the time of making said Deed, said Deed was not given as a preference against any other creditors of BORROWER; that BORROWER does not have any other creditors whose rights would be prejudiced by such conveyance and that BORROWER is not obligated upon any debt whereby any lien has been created or exists against the premises described in the Deed and that BORROWER has executed the Deed free from duress, undue influence, misapprehension or misrepresentation by CREDITOR or by the agent or attorney or any other representative of CREDITOR and that it was the real estate described therein. **This Document is the property of the Lake County Recorder!**

7. That the Deed and conveyance made by BORROWER is made with the express understanding that the receipt of the Deed by CREDITOR does not constitute legal delivery and shall be of no binding force and effect whatsoever until such time as the Deed is filed for record in the Office of the Recorder of Lake County, Indiana, at which time the full legal and equitable title shall vest in CREDITOR or its designee, but it is the intention of the parties hereto, supported by representations and warranties of BORROWER, that CREDITOR shall take unencumbered title and that the vesting of title shall not operate to effect a merger of interest so as to extinguish the lien of CREDITOR if such extinguishment

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might serve to promote the priority of any subordinate interest which may be outstanding at the time of such vesting of title.

8. This Agreement is made for the protection and benefit of CREDITOR and its successors and assigns and all other parties hereafter dealing with or who may acquire any title or interest in said real estate and shall bind the respective heirs, executors, administrators and assigns of the undersigned.

9. BORROWER expressly warrants that said real estate is not subject to any tenant's rights other than that of BORROWER.

10. BORROWER expressly warrants that all water and sanitary bills are current and that all other utilities are current.

11. BORROWER states that no contract for the furnishing of labor or materials on the real estate described herein has been made nor have improvements or repairs been made on the real estate described herein nor upon any building upon said real estate which has not been fully completed and paid for, nor have any materials which have not been fully paid for been furnished for use upon said real estate or any building thereon, and no contract of any kind has been made, or anything done, suffered or permitted in relation to said real estate or any buildings thereon or improvements thereof, the consequence of which any lien may be claimed or enforced against such land under the mechanic's lien laws of the State of Indiana.

12. Upon the execution of this Agreement, CREDITOR or its designee shall be entitled to all rents and profits from the real estate which is the subject of this Agreement.

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13. CREDITOR or its designee shall be entitled to possession of the above-described real estate upon the recordation of the Deed.
14. BORROWER will surrender possession upon recording of the Deed.
15. BORROWER will surrender any leases and keys to dwellings.
16. In the event BORROWER shall breach this Agreement, CREDITOR shall be entitled to foreclose its Mortgage on the real estate, still subject to its Mortgage. In addition to all rights under the Note and Mortgage described herein, CREDITOR shall have all other rights and remedies permitted under law, including reasonable attorney fees and expenses incurred by CREDITOR.

MJC Property & Financial Solutions, LLC

*Teri Lynn Hamilton*  
 Teri Lynn Hamilton, Individually

By: *Teri Lynn Hamilton (Member)*  
 Teri Lynn Hamilton, Sole Member

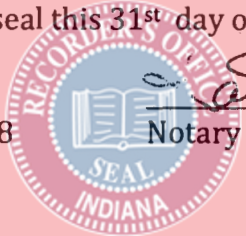
STATE OF INDIANA )  
 COUNTY OF LAKE )

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

Before me the undersigned Notary Public in and for said County and State personally appeared the above named, **Teri Lynn Hamilton, Individually and Teri Lynn Hamilton**, as the Sole Member of MJC Property & Financial Management Solutions, LLC, and on her oath acknowledges the execution of the within and foregoing Agreement for Deed in Lieu of Foreclosure to be her free and voluntary act for the uses and purposes therein set out and mentioned.

WITNESS my hand and notary seal this 31<sup>st</sup> day of December, 2013.

County of Residence: Lake  
 My Commission Expires: March 1, 2018



*Katrina M. Freiberger*  
 Notary Public

Katrina M. Freiberger



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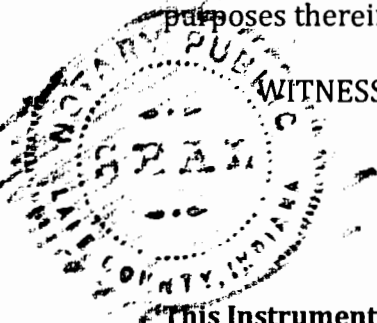
LIBERTY SAVINGS BANK, FSB

By: *Joseph R. Shimala*  
Joseph R. Shimala, President

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF LAKE )

Before me the undersigned Notary Public in and for said County and State personally appeared the above named, **Joseph R. Shimala**, President of Liberty Savings Bank, FSB, and on his oath acknowledges the execution of the within and foregoing Agreement for Deed in Lieu of Foreclosure to be his free and voluntary act for the uses and purposes therein set out and mentioned.

WITNESS my hand and notary seal this 31<sup>st</sup> day of December, 2013.



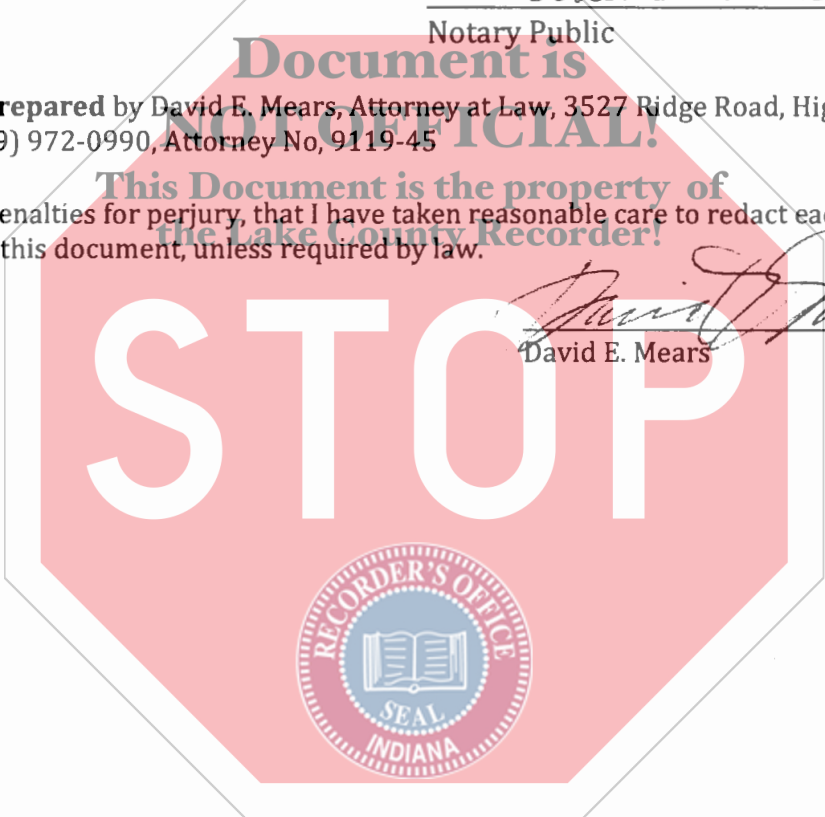
*Arlene Tobias*

Notary Public

This instrument prepared by David E. Mears, Attorney at Law, 3527 Ridge Road, Highland, Indiana 46322, (219) 972-0990, Attorney No. 9119-45

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.

*David E. Mears*  
David E. Mears



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