## Chicago Title Insurance Company

## AGREEMENT FOR DEED IN LIEU OF FORECLOSURE

This Agreement for Deed in Lieu of Foreclosure, entered into this 31st day of December, 2013, by and between Liberty Savings Bank, FSB (hereinafter referred to as "CREDITOR") and TERI LYNN HAMILTON AND MJC PROPERTY & FINANCIAL SOLUTIONS, LLC, (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 2 IN BLOCK "R" IN MEADOWLAND ESTATES UNTIL NO. 3, IN THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 31, PAGE 34, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

commonly known as: 5425 Jackson Street, Merrillville, Indiana 46410.

WHEREAS, BORROWER, executed a Promissory Note in the amount of Eighty-Three Thousand Dollars and No Cents (\$83,000.00) in favor of CREDITOR. A true and correct

WHEREAS, the above-described Note was secured by a Mortgage executed on November 5, 2007, and recorded November 13, 2007, as Document No. 2007-089515 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".

copy of said Note is attached hereto, made a part hereof and marked as Exhibit "A"; and

1 Per NON CONF

JULY ENTERED FOR TAXATION SUBJECT FINAL ACCEPTANCE FOR TRANSFER

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WHEREAS, there is now due and payable on said Note an unpaid principal balance in the amount of Seventy-Eight Thousand Six Hundred Twenty-Six Dollars and Seventy-Eight Cents (\$78,626.78).

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:

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 2 IN BLOCK "R" IN MEADOWLAND ESTATES UNIT NO. 3, IN THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 31, PAGE 34, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Commonly known as 5425 Jackson 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
- 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 or 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.
- 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.

Teri Lynn Hamilton, Sole Member Docum Teri Lynn Hamilton, Individually

MJC Property & Financial Solutions, LLC

This Document is the property of the Lake County Recorder!

STATE OF INDIANA

COUNTY OF LAKE ) SS:

Before me the undersigned Notary Public in and for said County and State personally appeared the above named, Teri Lynn Hamilton, Individually and as Sole Member of MJC Property & Financial 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 31st day of December, 2013.

County of Residence: Lake

My Commission Expires: March 1, 2018

**Notary Public** 

Katrina M

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## LIBERTY SAVINGS BANK, FSB

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 our poses therein set out and mentioned.

WITNESS my hand and notary seal this 31st day of December, 2013.

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

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