2014 011144

STATE OF INCLASS LAKE COUNTY FILED FOR RECORD

2014 FEB 25 PM 12: 40

MICHAEL B. BROWN RECORDER

WARRANTY DEED Our File #13-1292M

THIS INDENTURE WITNESSETH that Adrian Tartareanu and Daniela Tartareanu (herein both called "Grantor"), in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration to Grantor, by Grantee (herein below named), the receipt and sufficiency of which are hereby acknowledged and confessed, and in further consideration of the cancellation and extinguishment of that certain Promissory Note (herein the "Note"), dated May 30, 2008, in the original principal amount of \$50,000.00, executed and delivered by Grantor to Grantee, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL AND CONVEY unto Federal National Mortgage Association whose address is International Plaza II, 14221 Dallas Parkway, Suite 1000, Dallas, TX 75254 (herein the "Grantee"), all of (i) the roal property (the "Land") located in Take County, in the State of Indiana, and more particularly described as follows:

SEE "EXHIBIT A" ATTACHED AND MADE A PART HERE TO

and appurtenances thereon or in anywise appertaining thereto, and any and all right, title and interest of Grantor in and to adjacent roads, and rights-of-way (herein called the "Rights and Appurtenances"); and together with (iii) all buildings, fixtures and other improvements located on the Land (herein called the "Improvements"); together with (iv) all personal property situated in, on or about the Land and any Improvements (herein called the "Personalty").

TO HAVE AND TO HOLD the Property, together with all and singular any other rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns FOREVER; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject as aforesaid, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

#24 CX#44

BUT IT IS HEREBY EXPRESSLY ACKNOWLEDGED AND AGREED that:

- A. This Warranty Deed, and the conveyances being made hereby, are being executed, delivered and accepted in lieu of foreclosure, and that the same shall be interpreted and construed the same as a foreclosure of the Liens and as an absolute conveyance to Grantee of all right, title and interest in the Property, including specifically but without limitation, any equity or rights of redemption of Grantor therein or thereto;
- B. Notwithstanding the above cancellation and extinguishment of the Note and other provisions hereof, all of the liens and security interests (hereinafter collectively called the "Liens") that evidence or secure the payment of the Note, including, without implied limitation that certain Mortgage dated May 30, 2008, in favor of Mortgage Electronic Registration Systems, Inc., as nominee for Everett Financial, Inc., d/b/a Supreme Lending, recorded June 3, 2008, Instrument # 2008 040573, in the Office of the Recorder of Lake County, Indiana, are NOT RELEASED or RELINQUISHED in any manner or respect whatsoever, which Liens shall remain valid and continuous and in full force and effect, unless and until released by written instrument (the "Release") executed by Grantee, or its successors and assigns, and recorded in the Office of the Recorder, which Release may be made as, if and when Grantee, or its successors and assigns, shall determine in the exercise of its sole discretion;
- C. Neither Grantor nor Grantee intend that there be, and there shall not in any event be, a merger of any of the Liens with the title or other interest of Grantee by virtue of this conveyance and the parties expressly provide that each such interest in the Liens on one hand and title on the other be, and remain at all times SEPARATE and DISTINCT.
- D. The title and other interest of Grantee in the Property under this Warranty Deed will not merge with the security interest of Grantee in the Property under the Liens and that for purposes of priority as between (i) intervening or inferior liens, claims or encumbrances on or against the Property, and (ii) the Liens, any and all rights of the Grantee to exercise its remedies of foreclosure by judicial foreclosure of any of the Liens or any other remedies are expressly preserved hereby and for purposes of limitations and any other applicable time bar defenses, the same are expressly extended as evidenced by this instrument; and

subordinate the priority of the Liens to any other liens or encumbrances whatsoever. WITNESS WHEREOF, Grantors have executed this deed STATE OF NOIANA COUNTY OF LAKE The foregoing instrument was acknowledged before me_Fcb. 13 2014, by Adrian Tartareanu, who is personally known to me or who has produced as identification, and who has acknowledged the execution of the foregoing instrument to be their free act and deed, and who has executed the foregoing instrument for the purposes and consideration therein expressed. My Commission expires: 4-23-17 Residing in Lake County

CHRISTIME MENDOZA
Flesident of Lake County, IN
My commission expires
April 23, 2017

The priority of the Liens is intended to be and shall remain in full force and effect

and nothing herein or in any instruments executed in connection herewith shall be construed to

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State of /ndiana

STATE OF Indiana
COUNTY OF Late) SS:
The foregoing instrument was acknowledged before me <u>Lb 13</u> , 2014, by <u>Daniela Tartareanu</u> , who is personally known to me or who has produced <u>driver's liense</u> as identification, and who has acknowledged the execution of the foregoing instrument to be their free act and deed, and who has executed the foregoing instrument for the purposes and consideration therein expressed.
Christini Merdoza
My Commission expires: 4-23-17 Christine Mendoza (Printed)
Residing in Lake County, County, County IN Resident of Lake County IN
State of
This instrument prepared by Stacy J. DeLee, Attorney at Law.
"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. Stacy J. DeLee."
FOUTHY & FOUTHY RETURN TO: 155 E. MARKET STREET, SUITE 605, INDIANAPOLIS, IN 46204-3219
SEAL MARINE STATE OF THE STATE

"EXHIBIT A" LEGAL DESCRIPTION

LOT 43, AND THE EAST 12.5 FEET OF LOT 42, BLOCK 7, SOUTH GARY SUBDIVISION AS SHOWN IN PLAT BOOK 7, PAGE 13, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Parcel number(s): 45-08-22-477-029.000-004

Commonly known as: 1272 E. 35th Place, Gary IN 46409

A.T.

DI.

SEND TAX STATEMENTS TO THE GRANTEE'S MAILING ADDRESS:

