

2014 011426

2014 FEB 27 AM 8:40

MICHAEL B. BROWN  
RECORDER

**ESTOPPEL AFFIDAVIT AND AFFIDAVIT OF NON-FOREIGN STATUS**

THIS AFFIDAVIT, Made this 3rd day of October, 2013, by James M. Joyce and Victoria J. Davies, hereinafter referred to as Grantors,

**WITNESSETH:**

That the Grantors did, on November 02, 2007, execute and deliver a certain promissory note in the principal sum of \$63,000.00, the indebtedness thereunder secured by a mortgage dated November 02, 2007, and duly perfected upon recordation in the Recorder's Office of Lake County, State of Indiana, November 09, 2007, as Instrument No. 2007 089104 in the Office of the Recorder of Lake County, encumbering the real estate commonly known as 552 Buchanan St, Gary, IN 46402-1715 (hereinafter "Mortgage") and more particularly described as follows:

LOT 19 AND THE NORTH 15 FEET OF LOT 20 IN BLOCK 12 IN RESUBDIVISION OF GARY LAND COMPANY'S THIRD SUBDIVISION, IN THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 13 PAGE 8, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Grantors defaulted in the payments due on said note and are unable to meet the obligations of said note and mortgage according to the terms thereof. The said Grantors are the party who made, executed and delivered that certain deed to Federal National Mortgage Association, dated October 3, 2013, conveying the above described property. The said Grantors hereby acknowledge, agree and certify that the aforesaid deed was executed of Grantors' own free and voluntary act and accepted by Grantee at the request of Grantors. The said Grantors hereby acknowledge, agree and certify that the aforesaid Deed was an absolute conveyance of the Grantors rights, title and interest in and to said real estate, together with all buildings thereon and appurtenances thereunto belonging and appertaining, and with release of all homestead rights in and to said real estate, and also convey, transfer and assign the Grantors right of possession, rentals and equity of redemption in and to said premises. Notwithstanding any language to the contrary contained in the Warranty Deed, Grantors, hereby acknowledge that the fee granted therein shall not merge with the lien of the Mortgage.

Grantors hereby assign to Grantee any hazard insurance policy now in effect on said property and further assign to Grantee the right to receive payment of any claim payable under the terms of said policy including any premium refund now or hereafter payable. Grantors further waive any right, title, or interest to any escrowed funds and/or any refunds of pre-paid expenses. Grantors further acknowledge, warrant and certify that Grantors are not obligated upon any bond or other mortgage whereby any lien has been created or exists against the property described in the Deed. Grantors in executing the Deed were acting with the advice or opportunity for advice of counsel and were not acting under any duress, undue influence, misapprehension, or misrepresentation by Grantee, its agent or attorney or other representative of Grantee.

The Grantors further acknowledge, agree and certify that Grantors have had legal rights in this transaction explained to them, or had the opportunity for explanation, and that Grantors have full knowledge of the fact that Grantors would have had a time period in which to redeem, had the Mortgage been foreclosed. This affidavit has

DULY ENTERED FOR TAXATION SUBJECT  
FINAL ACCEPTANCE FOR TRANSFER

FEB 25 2014

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

AMOUNT \$ 14  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK # 1139162  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-COM \_\_\_\_\_  
CLERK RW \_\_\_\_\_

668

E

