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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 018122

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MICHAEL J. BROWN
RECORDER

ESTOPPEL AFFIDAVIT AND AFFIDAVIT OF NON-FOREIGN STATUS

THIS AFFIDAVIT, Made this 26th day of January, 2014, by Cindy McCloskey and Paul Johnson, joint tenants with rights of survivorship, hereinafter referred to as Grantor,

WITNESSETH:

That the Grantor did, on August 18, 2006, execute and deliver a certain promissory note in the principal sum of \$178,000.00, the indebtedness thereunder secured by a mortgage dated August 18, 2006, and duly perfected upon recordation in the Recorder's Office of Lake County, State of Indiana, August 30, 2006, as Instrument No. 2006076255 in the Office of the Recorder of Lake County, encumbering the real estate commonly known 9812 Johnson Street, Crown Point, Indiana 46307 (hereinafter "Mortgage") and more particularly described as follows:

Lot 52 in Indian Ridge, Addition, Unit 1, to the City of Crown Point, as per plat thereof recorded November 9, 1976 in Plat Book 46, page 141, in the Office of the recorder of Lake County, Indiana.

The Grantor defaulted in the payments due on said note and is unable to meet the obligations of said note and mortgage according to the terms thereof. The said Grantor is the party who made, executed and delivered that certain deed to SRMOF II REO 2013-1 Trust, U.S. Bank Trust National Association, not in its individual capacity but solely as Trustee c/o Selene Finance, dated January 26, 2014, conveying the above described property. The said Grantor hereby acknowledges, agrees and certifies that the aforesaid deed was executed of Grantors' own free and voluntary act and accepted by Grantee at the request of Grantor. The said Grantor hereby acknowledges, agrees and certifies that the aforesaid Deed was an absolute conveyance of the Grantor 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 Grantor right of possession, rentals and equity of redemption in and to said premises. Notwithstanding any language to the contrary contained in the Warranty Deed, Grantor, hereby acknowledges that the fee granted therein shall not merge with the lien of the Mortgage.

Grantor hereby assigns to Grantee any hazard insurance policy now in effect on said property and further assigns 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. Grantor further waives any right, title, or interest to any escrowed funds and/or any refunds of pre-paid expenses. Grantor further acknowledges, warrants and certifies that Grantor is not obligated upon any bond or other mortgage whereby any lien has been created or exists against the property described in the Deed. Grantor in executing the Deed was acting with the advice or opportunity for advice of counsel and was not acting under any duress, undue influence, misapprehension, or misrepresentation by Grantee, its agent or attorney or other representative of Grantee.

The Grantor further acknowledges, agrees and certifies that Grantor has had legal rights in this transaction explained to them, or had the opportunity for explanation, and that Grantor has full knowledge of the fact that Grantor would have had a time period in which to redeem, had the Mortgage been foreclosed. This affidavit has been made for the protection and benefit of the aforesaid Grantee in said Deed, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described therein, and shall bind



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