

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 024588

2014 MAY -2 AM 9:34

ESTOPPEL AFFIDAVIT AND AFFIDAVIT OF NON-FOREIGN STATUS W.N.
RECORDER

THIS AFFIDAVIT, Made this 5th day of March, 2014, by Derek C. Viehman and Heidi J. Viehman, hereinafter referred to as Grantors,

WITNESSETH:

That the Grantors did, on October 31, 2007, execute and deliver a certain promissory note in the principal sum of \$183,000.00, the indebtedness thereunder secured by a mortgage dated October 31, 2007, and duly perfected upon recordation in the Recorder's Office of Lake County, State of Indiana, November 21, 2007, as Instrument No. 2007 092605 in the Office of the Recorder of Lake County, encumbering the real estate commonly known as 12510 Parrish Ave, Cedar Lake, IN 46303-9260 (hereinafter "Mortgage") and more particularly described as follows:

Part of the Northeast Quarter of the Northeast Quarter of Section 21, Township 34 North, Range 9 West of the Second P.M., in Lake County, Indiana described as follows: Commencing at a point 491.61 feet West of the Northeast corner of said section 21; thence West on the North line of said Section, 104.14 feet; thence South 00 degrees 04 minutes 00 seconds East a distance of 160 feet; thence East parallel to the North line of said Section 21 a distance of 127.0 feet; thence North 08 degrees 11 minutes 43 seconds West a distance of 161.63 feet, more or less to the point of beginning, excepting the North 20 feet thereof.

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 Home Loan Mortgage Corporation, dated , 2014, 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

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Grantors 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 the respective heirs, executors, and administrators and assigns of the undersigned.

The Grantors further acknowledge that Section 1445 of the Internal Revenue Code of 1954, as amended, provides that a transferee of a United States real property interest must withhold tax if the seller is a foreign person, and that Grantors are not a foreign person(s) or nonresident alien(s) for purposes of United States income taxation, as such terms are defined in the United States Internal Revenue Code of 1954, as amended, and the United States Treasury Department Income Tax Regulations in effect as of the date of this Agreement;

Derek C. Viehman
Derek C. Viehman
Heidi J. Viehman
Heidi J. Viehman

STATE OF IN)
) SS.
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Derek C. Viehman and Heidi J. Viehman, who acknowledged the execution of the foregoing Warranty Deed in Lieu of Foreclosure, and who, having been sworn, stated that the representations therein contained are true and correct, to the best of their knowledge, information and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this 5th day of March, 2014.



Valorie J. Tuft
NOTARY PUBLIC
Valorie J. Tuft
(Typed or Printed)

My Commission Expires: 3-14-2018
My County of Residence: LAKE

This instrument was prepared by DANIEL S. TOMSON, 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.

Kristine M. Coulson
Kristine M. Coulson, Feiwell & Hannoy, P.C.