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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 029093

2014 MAY 21 PM 1:15

MICHAEL B. BROWN
RECORDER

→ ServiceLink
1406 Chemungton PKWY
Moon Township, PA 15108

WARRANTY DEED
Our File #14-0299M

THIS INDENTURE WITNESSETH that Enrique Villarruel and Juana Villarruel (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 June 27, 2009, in the original principal amount of \$60,500.00, 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 SUBJECT II, 14221 Dallas Parkway, Suite 1000, Dallas, TX 75254 (herein the "Grantee"), all of (i) the real property (the "Land") located in Lake County, in the State of Indiana, and more particularly described as follows:

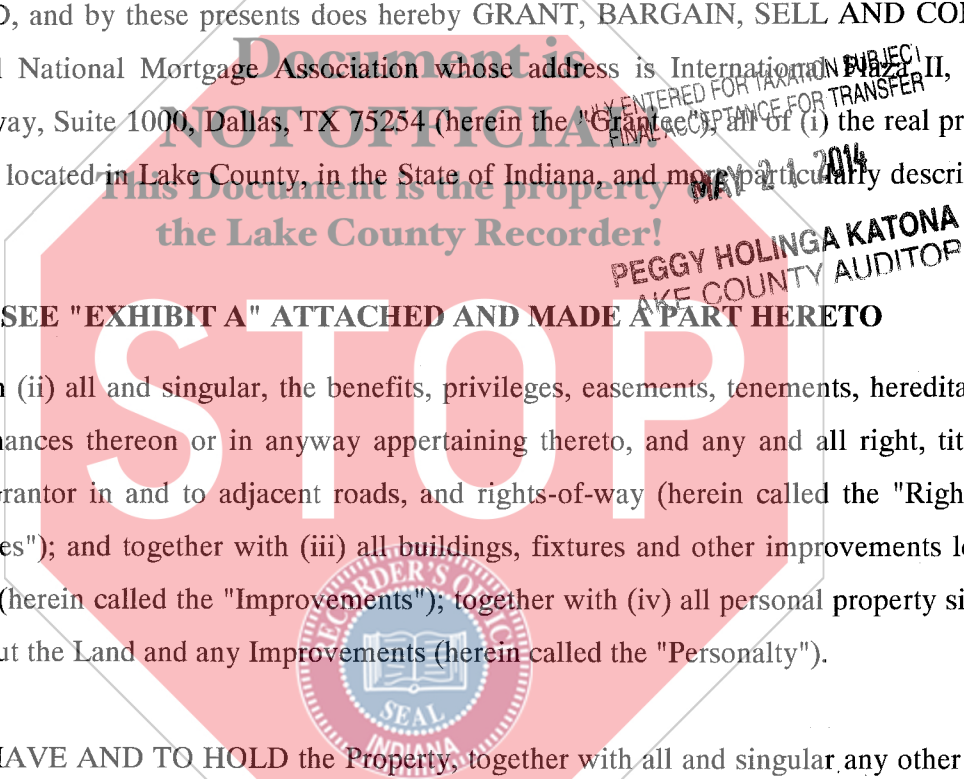
SEE "EXHIBIT A" ATTACHED AND MADE A PART HERETO

together with (ii) all and singular, the benefits, privileges, easements, tenements, hereditaments and appurtenances thereon or in anyway 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 anyway 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.

012855

3204
178945
EM



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 June 27, 2009, in favor of Mortgage Electronic Registration Systems, Inc. as nominee for Tamayo Financial Services, Inc., recorded July 16, 2009, Instrument # 2009 049346, 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

STATE OF Indiana)
) SS:
COUNTY OF Lake)

Before me, a Notary Public in and for said County and State, personally appeared Juana Villarruel, who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 12th day of April, 2014.

Rocio Briseno
(Signature)

My Commission expires:
Oct-28-2015

Rocio Briseno
(Printed)

Residing in Lake, County

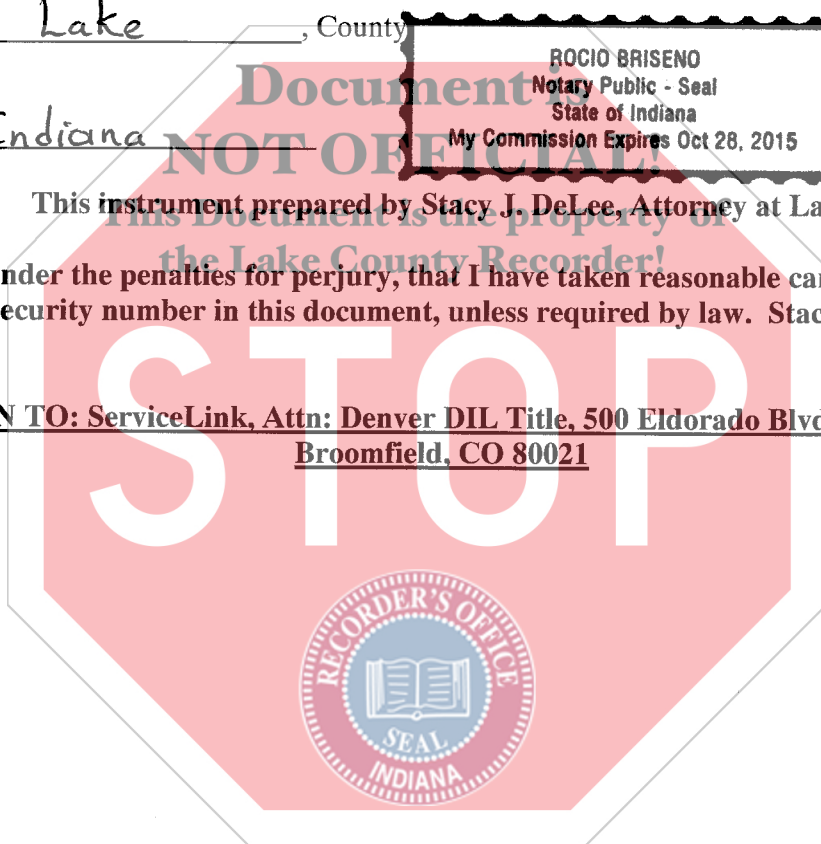
State of Indiana



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."

RETURN TO: ServiceLink, Attn: Denver DIL Title, 500 Eldorado Blvd., Suite 2300, Broomfield, CO 80021



"EXHIBIT A"
LEGAL DESCRIPTION

LOT 48 IN E.W. SOHL'S 2ND ADDITION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 17, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Parcel number(s): 45-02-36-482-043.000-023

Commonly known as: 5634 Walter Ave., Hammond IN 46320

EV

JV

SEND TAX STATEMENTS TO THE GRANTEE'S MAILING ADDRESS:



GRANTOR'S AFFIDAVIT OF INTENT,
CONSIDERATION AND SOLVENCY
Our File #14-0299M

Before me, the undersigned authority, personally appeared Enrique Villarruel and Juana Villarruel (whether one or more, herein referred to as the "Affiant"), who being first duly sworn, deposes and says:

1. Affiant is the party who made, executed, and delivered that certain deed to Federal National Mortgage Association dated April 12th, 2014, conveying the following described property (the "Property"):

SEE "EXHIBIT A" ATTACHED AND MADE A PART HERETO

2. The deed was an absolute conveyance of the title to the Property to the Grantee named therein, Federal National Mortgage Association, in effect as well as in form, and was not intended as a mortgage, trust conveyance, or security agreement of any kind, and possession of the premises has been surrendered to the Grantee.
3. The consideration for the deed was, and is (i) if and to the extent that Affiant is personally liable for the obligations secured by the following described mortgage, the obligations shall no longer be personally enforceable against the Affiant and will be non-recourse against the Affiant: that certain mortgage encumbering the above-described Property executed by Enrique Villarruel in favor of Mortgage Electronic Registration Systems, Inc. as nominee for Tamayo Financial Services, Inc., dated June 27, 2009, and recorded in Office of the Recorder of Lake County, Indiana on July 16, 2009, as Instrument # 2009 049346, and the cancellation of record of the mortgage by its holder; and (ii) the forbearance in proceeding with or commencing with mortgage foreclosure proceedings pertaining to the above-described Property; and (iii) removing Affiant and other titleholders from title to the Property in favor of Grantee. It is the express intent of the parties that the mortgage will not merge with the interest of Grantee, acquired pursuant to the above-referenced deed. Grantee, its successors and assigns shall be entitled to commence such foreclosure proceedings, however, if they are necessary to provide clear, marketable and/or insurable title to Grantee, or its successors and assigns, as owner of the above-described Property.
4. The deed and conveyance were made by Affiant as a result of Grantor's request that Grantee accept the deed and was her free and voluntary act.
5. At the time of execution and delivery of the deed the mortgage indebtedness referred to above was equal to, or in excess of, the fair market value of the Property so deeded.
6. The deed was not given as a preference against any other creditors of the Affiant.
7. At the time the deed was executed and delivered by the Affiant to the Grantee there were no other persons, firms, or corporations, other than the Grantee named in the deed, with an interest in the Property, either directly or indirectly.

8. The Affiant is solvent and has no other creditors whose rights would be prejudiced by execution and delivery of the deed to the Grantee, and/or conveyance of the Property to the Grantee.
9. Affiant is not obligated upon any bond or other mortgage by which any lien has been created or exists against the Property described in the deed.
10. In executing and delivering the deed to the Grantee, the Affiant was not subject to or under any duress, undue influence, misapprehension, or misrepresentation by the Grantee in the deed, or the agent or attorney or any other representative of the Grantee in the deed, and was afforded the opportunity to consult with any attorney of Affiant's own choosing.
11. It was the intention of the Affiant as Grantor in the deed to convey, by the deed, and the Affiant does convey, to the Grantee all of Affiant's right, title and interest in and to the Property described in the deed.
12. This affidavit is made for the protection and benefit of the Grantee of the deed, its successors and assigns, and all other parties hereafter dealing with or who may acquire any interest in the Property described in the deed, and it shall bind the respective heirs, executors, administrators and assigns of the undersigned.

Document is NOT OFFICIAL
This Document is the property of the Lake County Recorder!
STOP

AFFIANT
Enrique Villarruel 4-12-14
 Enrique Villarruel
Juana Villarruel 4-12-14
 Juana Villarruel

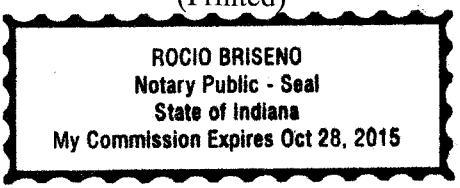
STATE OF Indiana)
) SS:
 COUNTY OF Lake)

SWORN TO AND SUBSCRIBED before me on April 12th, 2014, by Enrique Villarruel, who is personally known to me OR who produced Driver's License as identification.

Rocio Briseno
 (Signature)
Rocio Briseno
 (Printed)

My Commission expires:
Oct-28-2015

Residing in Lake, County
 State of Indiana



STATE OF Indiana)
) SS:
COUNTY OF Lake)

SWORN TO AND SUBSCRIBED before me on April 12th, 2014, by Juana Villarruel, who is personally known to me OR who produced Driver's license as identification.



(Signature)

My Commission expires:
Oct-28-2015

Rocio Briseno
(Printed)

Residing in Lake, County

State of Indiana



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"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."

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