

5

2014 050003

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2014 AUG 20 PM 2:41

MICHAEL B. BROWN  
RECORDER

After Recording Return To:

Ruth Ruhl, P.C. <sup>OPX</sup>  
@ Old Republic  
500 City Parkway West, Suite 200  
Orange, CA 92668  
UST Global  
345 Rouser Road  
Suite 201  
Moon Township, PA 15108

**ESTOPPEL AFFIDAVIT TO ACCOMPANY  
DEED IN LIEU OF FORECLOSURE**

State of INDIANA §  
§  
County of Lake §

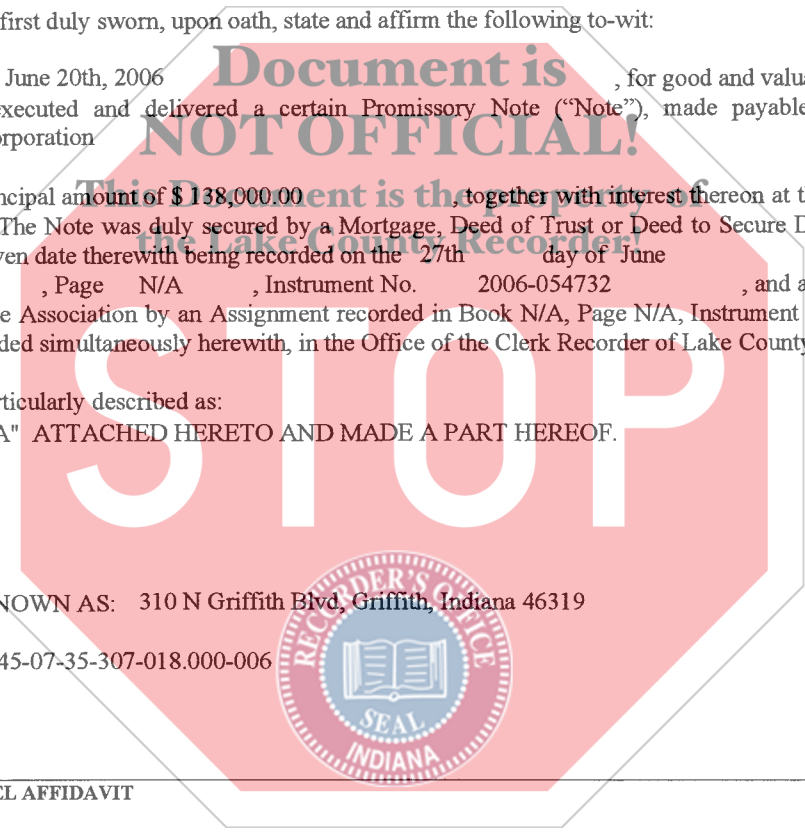
THE UNDERSIGNED, Cherlyna Gadish and Michael John Stark, wife and husband  
, ("Borrower")  
after having been first duly sworn, upon oath, state and affirm the following to-wit:

1. That on June 20th, 2006, for good and valuable consideration, Borrower duly executed and delivered a certain Promissory Note ("Note"), made payable to the order of GSF Mortgage Corporation, ("Lender"), in the original principal amount of \$ 138,000.00, together with interest thereon at the rate set forth in said instrument. The Note was duly secured by a Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of even date therewith being recorded on the 27th day of June, 2006, in Book N/A, Page N/A, Instrument No. 2006-054732, and assigned to Federal National Mortgage Association by an Assignment recorded in Book N/A, Page N/A, Instrument No. N/A, or by an Assignment recorded simultaneously herewith, in the Office of the Clerk Recorder of Lake County, Indiana.

Property more particularly described as:  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

COMMONLY KNOWN AS: 310 N Griffith Blvd, Griffith, Indiana 46319

TAX KEY NO.: 45-07-35-307-018.000-006



19.  
Call 10 2908  
DN

The Borrower is currently in default in the making of payments due on the Note and does not currently have the financial capability of curing such default.

2. That pursuant to an agreement with the Lender, Borrower has made, executed and delivered that certain Warranty Deed ("Deed") of even date herewith, which conveyed the Property and improvements thereon to the Lender or its designee.

3. That the undersigned hereby acknowledges, agrees and certifies that the Deed is an absolute conveyance of Borrower's right, title and interest in and to said Property and improvements, together with all buildings thereon and appurtenances thereunto belonging and appertaining, including the exceptions as specified in the title commitment/report from Old Republic National Title Insurance Company effective date of February 25th, 2014 with release of all homestead and other exemption rights in and to the Property. 1) Said Deed was not and is not now intended as a mortgage, trust conveyance, or security of any kind. Said Deed also conveyed, transferred and assigned Borrower's rights of possession, rentals, deposits and equity of redemption in and to the Property and improvements thereon, all personal property existing on or used in conjunction with the Property, and all other rights and interest of Borrower in and to the Property, 2) and that possession of all of the Property and improvements has been surrendered to Lender.

4. That the value of the Property and improvements thereon is not in excess of the amount of the total indebtedness outstanding on the Note, and in consideration of the premises hereof, and in consideration of such conveyance, Borrower has received from the Lender an agreement that, subject to certain conditions, Lender covenants to completely release Borrower from personal liability to pay principal and interest under the Promissory Note and Mortgage, and from all security agreements, financing statements, and claims and demands with respect to the Property.

5. That the Deed was given voluntarily by Borrower, in good faith on the part of the Lender, without any fraud, misrepresentation, duress or undue influence whatsoever, or any misunderstanding on the part of the Lender or Borrower, and was not given as a preference against any other creditors of Borrower, whose rights would be prejudiced by such conveyance.

6. That the Deed shall not restrict the right of the Lender to commence foreclosure proceedings if it should so desire; but the conveyance by said Deed shall be and is hereby intended and understood to be an absolute conveyance and an unconditional sale, with full extinguishment of Borrower's equity of redemption, and with full release of all of Borrower's right, title and interest of every character and nature in and to the Property and improvements thereon.

7. Said delivery, acceptance, and recording of said Deed shall not, in any way or manner whatsoever, result in a merger of the interest of Federal National Mortgage Association

of the property and as the holder of the rights, title, and interest formerly held by Cherlyn Gadish and Michael John Stark

in and to the Property. The acceptance of the underlying Agreement of Deed shall not be deemed a waiver by Lender of its claims of priority under the Mortgage over any other liens, mortgages, security interests, or encumbrances of any kind or nature now or existing or hereafter placed upon the Property, or any part thereof. The delivery, acceptance, and/or recording of these documents shall not affect or prejudice, in any way, the right of Lender to foreclose the Mortgage by judicial proceedings or otherwise. The Note and Mortgage and the lien imposed thereby shall, in all respects, survive the execution and recording of the documents.

8. That Borrower has not taken any action, or failed to take any action, which would result in any lien, encumbrance, claim or charge from being recorded against the Property.

9. That notwithstanding the Borrower has not made payments due on the Note, Borrower is solvent and is not currently the subject of any voluntary or involuntary bankruptcy, insolvency, arrangement or receivership proceedings, nor is Borrower currently contemplating or anticipating the same.

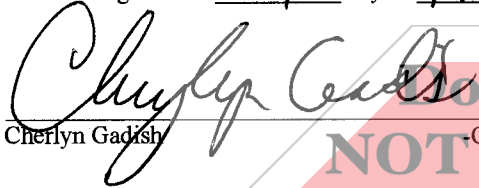


**CONDITIONAL DELIVERY OF DEED**  
**(to be attached to the Estoppel Affidavit)**

It is understood and agreed by Grantor that the deed to Federal National Mortgage Association

("Grantee"), mentioned in the Estoppel Affidavit delivered together herewith, is intended to convey a marketable title free and clear of all liens or encumbrances, that the Grantee intends to have the title to and condition of said premises examined before finally accepting said deed; and, that the Grantee, in its sole discretion, reserves the right to reject said deed, and to have the holder of the Note and the Mortgage/Deed of Trust/Security Deed proceed with foreclosure and assert all of the rights of the holder under the Note and Mortgage/Deed of Trust/Security Deed described in the first paragraph of said Estoppel Affidavit.

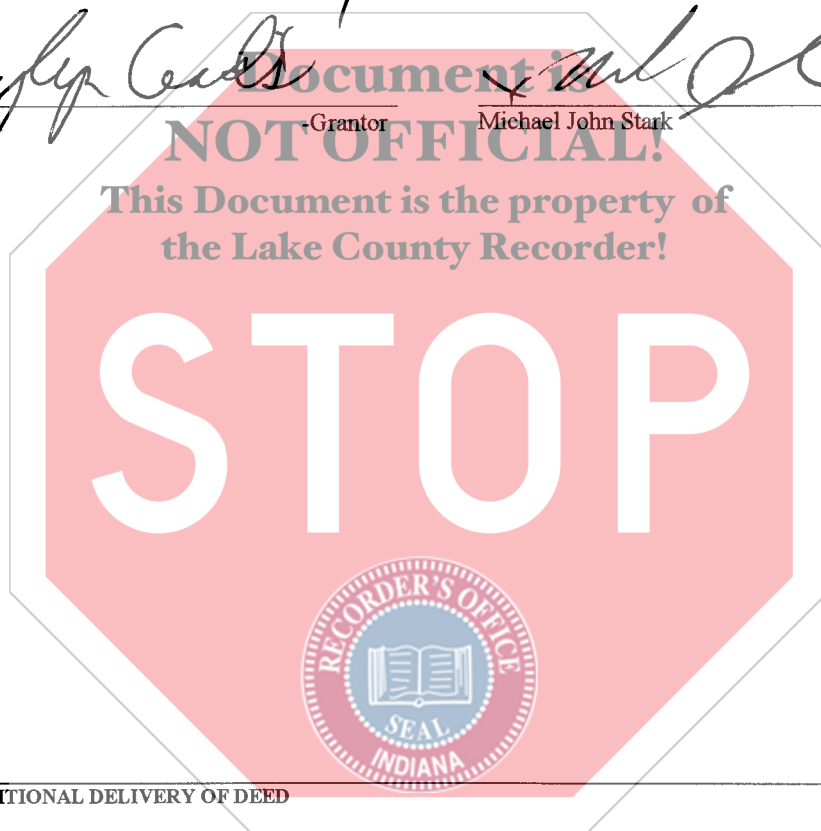
Signed this 7 day of MAY 2014.

  
Cherlyn Gadish

-Grantor

  
Michael John Stark

-Grantor



**EXHIBIT "A"**

SITUATED IN THE LAKE COUNTY AND STATE OF INDIANA:

THE FOLLOWING DESCRIBED REAL ESTATE IN LAKE COUNTY, IN THE STATE OF INDIANA:

THE SOUTH HALF OF LOT 5 AND THE NORTH QUARTER OF LOT 6, BLOCK 7, GRIFFITH LAND COMPANY'S FIRST ADDITION TO GRIFFITH, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 11, PAGE 36, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

SUBJECT TO EASEMENTS, RESTRICTIONS AND COVENANTS OF RECORD, IF ANY.

TAX ID NO: 45-07-35-307-018.000-006

BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED  
GRANTOR: ROBERT E. BOLTZ AND JOY E. BOLTZ, HUSBAND AND WIFE  
GRANTEE: CHERYLYN GADISH  
DATED: 06/20/2006  
RECORDED: 06/27/2006  
DOC#/BOOK-PAGE: 2006-054731

ADDRESS: 310 N GRIFFITH BLVD , GRIFFITH, IN 46319

