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2014 081064

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2014 DEC 22 AM 9:37

MICHAEL B. BROWN  
RECORDER

After Recording Return To:

~~RUTH RUHL, P.C.~~

~~Attn: Recording Department~~

~~12700 Park Central Drive, Suite 850~~

~~Dallas, Texas 75251~~

UST Global  
345 Rouser Road  
Suite 201  
Moon Township, PA 15108

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

State of Tennessee §

County of Davidson §

THE UNDERSIGNED, Tonya M. Jelks, a single woman

1293784

, ("Borrower")

after having been first duly sworn, upon oath, state and affirm the following to-wit:

1. That on June 18th, 2007, for good and valuable consideration, Borrower duly executed and delivered a certain Promissory Note ("Note"), made payable to the order of Compass Mortgage, Inc., an Illinois Corporation, ("Lender"), in the original principal amount of \$ 83,000.00, 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 25th day of June, 2007, in Book N/A, Page N/A, Instrument No. 2007-051273, 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: 964 West 60th Place, Merrillville, Indiana 46410

TAX KEY NO.: 45-12-04-381-023.000-030

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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 Stewart Title Guaranty Company effective date of June 23rd, 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 Tonya M. Jelks

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.

10. That it is expressly understood that this Affidavit has been given for the protection and benefit of and may be relied upon the Lender and the Title Company, and their successors and assigns, and shall bind the representatives, heirs, executors, administrators and assigns of the undersigned.

11. That there exists no agreement, express or implied, for Borrower, the undersigned, or any person or entity acting as an agent of Borrower or undersigned, to reacquire the Property or any portion thereof, or interest therein, from the Lender or to distribute to Borrower any profits or proceeds derived from the Property.

12. That the undersigned upon request from the Lender, will testify, declare, depose or certify before any competent tribunal, officer or person in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

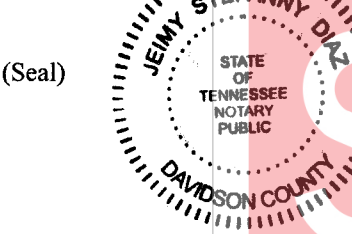
13. That it is expressly understood and agreed that the above foregoing provisions shall be supplemental to the Deed and shall not merge therein.

Tonya M. Selks  
Tonya M. Jelks -Borrower

\_\_\_\_\_  
-Borrower

DATED this 15<sup>th</sup> day of August, 2014.

The foregoing was subscribed and sworn to before me in the County of Williamson, Davidson  
State of Tennessee this 15<sup>th</sup> day of August, 2014.



Jeimy Stefanny Diaz  
Notary Signature  
Notary Public, State of Tennessee  
My Commission Expires: May/3/2016  
County of Residence: Williamson

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.  
Ruth Ruhl  
Ruth Ruhl  
Signature  
Printed Name

**This Document Prepared By:**  
RUTH RUHL, P.C.  
Ruth Ruhl, Esquire  
12700 Park Central Drive, Suite 850  
Dallas, Texas 75251



**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 15<sup>th</sup> day of August, 2014.

*Tonya M. Jelks*

Tonya M. Jelks

-Grantor

-Grantor

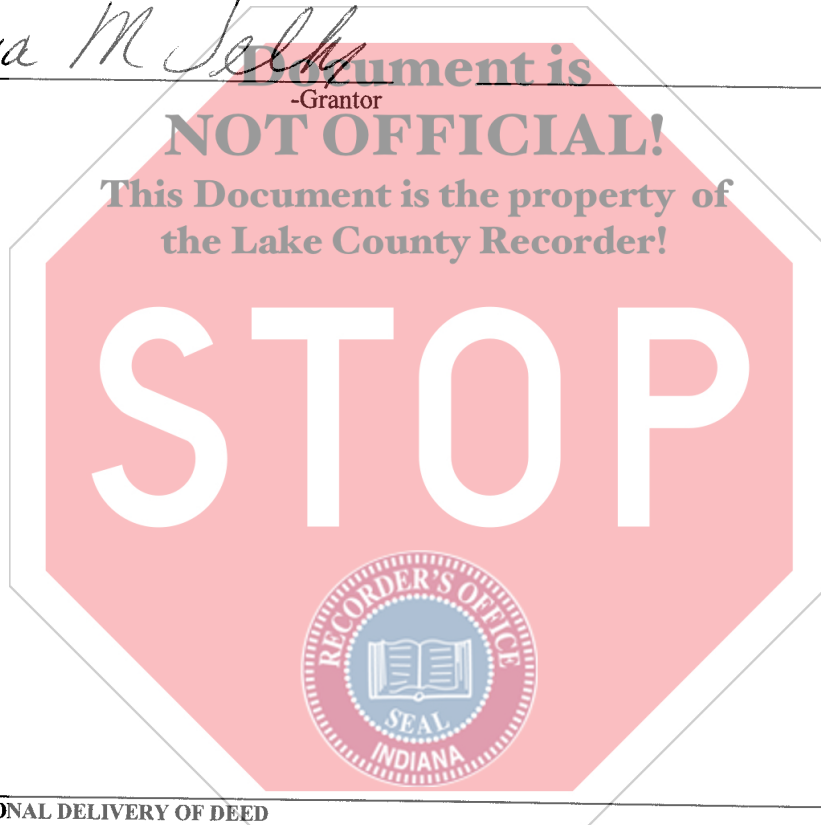


EXHIBIT "A"

ALL THAT PARCEL OF LAND IN COUNTY OF LAKE, STATE OF INDIANA AS MORE FULLY DESCRIBED IN INSTRUMENT NO. 2007 51272 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 164 IN BARCLAY VILLAGE UNIT NO. 3, IN THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 50 PAGE 76 AND CORRECTED BY PLAT CORRECTION RECORDED IN PLAT BOOK 51, PAGE 18, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

BEING THE SAME PROPERTY CONVEYED TO TONYA M. JELKS FROM FANNIE MAE AKA FEDERAL NATIONAL MORTGAGE ASSOCIATION, A CORPORATION BY SPECIAL WARRANTY DEED DATED JUNE 18, 2007, AND RECORDED JUNE 25, 2007, IN INSTRUMENT NO. 2007-51272, AMONG THE LAND RECORDS OF LAKE COUNTY, INDIANA.

APN: 45-12-04-381-023.000-030

For Informational Purposes Only:

Property Address:  
964 West 60th Place,  
Merrillville, IN 46410

