

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2015 019131

2015 APR -1 AM 9: 36

MICHAEL B. BROWN  
RECORDER

**DEED IN LIEU OF FORECLOSURE**

R #1030936

KNOW ALL MEN BY THESE PRESENTS, that **RANDY L. BERRY, SR. SINGLE**, hereinafter called Grantor, for **\$10.00** and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **BAYVIEW LOAN SERVICING, LLC.**, whose mailing address is 4425 Ponce de Leon Blvd., 5th Floor, Coral Gables, FL 33146 hereinafter called Grantee, and unto Grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in the County of LAKE, State of Indiana, described as follows:

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

**LOT 47, IN UNIT 5 OF' ARBOR LANE ADDITION, A PLANNED UNIT DEVELOPMENT IN THE CITY OF HOBART, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 87, PAGE 5, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.**

ADDRESS: 242 MCAFEE DR, HOBART, IN 46342

PARCEL NO.: 45-09-28-430-015.000-018

To have and to hold the same unto the said Grantee's and Grantee's successors and assigns forever.

This deed is absolute in effect and conveys fee simple title of the premises above described to the Grantee and does not operate as a mortgage, deed of trust or security of any kind.

**NO MERGER.** Grantor agrees and acknowledges that its entry into this deed and the other documents contemplated hereby shall not result in a merger of Grantee's interest under the mortgage with Grantee's interest under the deed. The terms, covenants, representations, and warranties of this agreement shall not merge into the deed but shall survive the close of the transaction contemplated hereby.

This deed does not effect a merger of the fee ownership and the lien of the mortgage described below. The fee and lien shall hereafter remain separate and distinct.

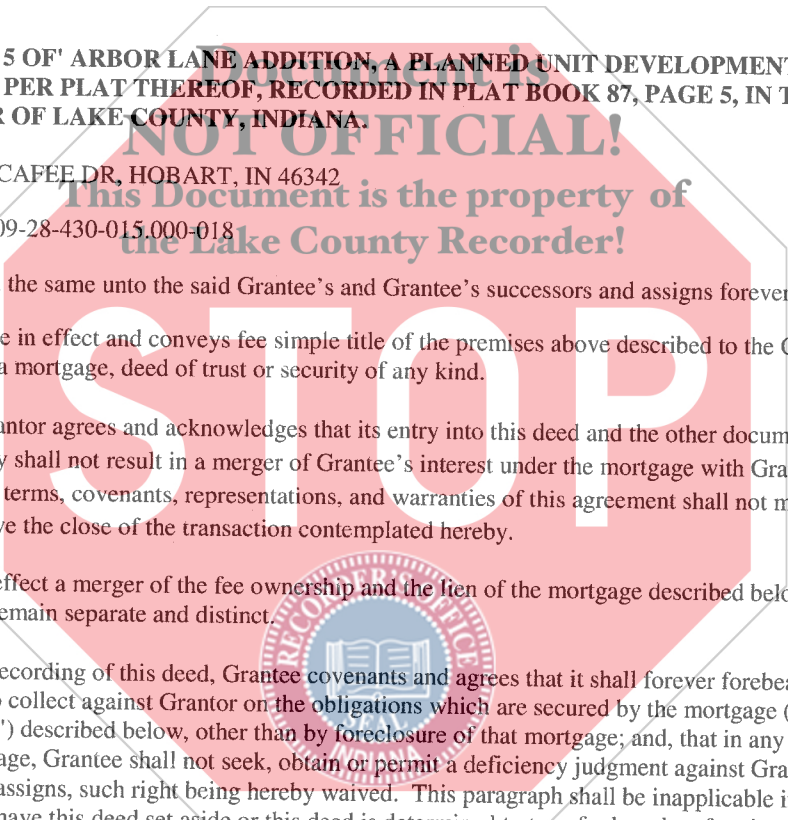
By acceptance and recording of this deed, Grantee covenants and agrees that it shall forever forebear taking any action whatsoever to collect against Grantor on the obligations which are secured by the mortgage (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceeding to foreclose that mortgage, Grantee shall not seek, obtain or permit a deficiency judgment against Grantor, Grantor's heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the event that Grantor attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to Grantee.

Grantor does hereby assign and transfer **ALL RIGHTS** any equity of redemption and statutory rights of redemption concerning the real property and the **FINAL ACCEPTANCE FOR TRANSFER** **PROPERTY SUBJECT TO TAXATION**

MAR 31 2015

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

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Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of Grantee, Grantee's agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made.

**SEE ESTOPPEL AFFIDAVIT ATTACHED AS EXHIBIT "A"**

The true and actual consideration for this transfer consists of \$10.00 and Grantee's waiver of its right to bring an action against Grantor based on the promissory note secured by the mortgage hereinafter described and agreement not to name the Grantor as a party to a foreclosure action as stated above with respect to that certain mortgage executed on 6/25/2007, by RANDY L. BERRY, SR., AN UNMARRIED PERSON in favor of MERS INC., SOLELY FOR FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLB&T CO., FSB and recorded on 7/2/2007, as Instrument No. 2007-053634. Said Mortgage assigned BAYVIEW LOAN SERVICING, LLC., by an assignment recorded as Instrument No. 2012 045195 on 7/11/2012 in the Office of the Recorder of LAKE County, Indiana.

In construing this deed and where the context so requires, the singular includes the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 18 day of November, 2014.

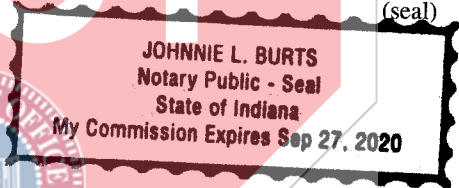
Randy L Berry  
RANDY L. BERRY, SR

STATE OF INDIANA  
COUNTY OF LAKE ) SS

Before me, a Notary Public in and for said County and State, personally appeared **RANDY L. BERRY, SR** who acknowledged the execution of the foregoing Deed in Lieu of Foreclosure and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18 day of Nov, 2014.

Johnnie L Burts  
Notary Public  
Printed Name: JOHNNIE L BURTS  
County: LAKE  
My Commission Expires: Sept 27, 2020



This instrument was prepared by LEAH DAVIS, Change of Title, Inc., 160 S. Old Springs Rd., Ste. 260, Anaheim Hills, CA 92808

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. LEAH DAVIS

Grantee's mailing address is 4425 Ponce de Leon Blvd., 5th Floor, Coral Gables, FL 33146

After recording, return to: TIMIOS, Inc., 5716 CORSA AVE, STE 102, WESTLAKE VILLAGE, CA, 91362

Exhibit "A"  
ESTOPPEL AFFIDAVIT

STATE OF INDIANA  
COUNTY OF LAKE ) SS.

**RANDY L. BERRY, SR. SINGLE**, being first duly sworn, depose and say: That their/they're the identical party(ies) who made, executed, and delivered that certain Deed in Lieu of Foreclosure to **BAYVIEW LOAN SERVICING, LLC.**, dated the 10 day of Nov, 2014 conveying the following described property, to-wit:

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

**LOT 47, IN UNIT 5 OF' ARBOR LANE ADDITION, A PLANNED UNIT DEVELOPMENT IN THE CITY OF HOBART, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 87, PAGE 5, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.**

ADDRESS: 242 MCAFEE DR, HOBART, IN 46342

PARCEL NO.: 45-09-28-430-015.000-018

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to BAYVIEW LOAN SERVICING, LLC. and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiant as Grantor in said deed to convey, and by said deed the affiant did convey to BAYVIEW LOAN SERVICING, LLC., therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to BAYVIEW LOAN SERVICING, LLC..

That in the execution and delivery of said deed the affiants were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

That the aforesaid deed was not given as a preference against any other creditors of the deponents or either of them; that at the time it was given there was no other person or persons, firms or corporations, other than BAYVIEW LOAN SERVICING, LLC., who had an interest, either directly or indirectly, in said premises; that this deponent is solvent and has no other creditors whose rights would be prejudiced by such conveyance, and that deponent is not obligated upon any bond or mortgage or other security whereby any lien has been created or exists against the premises described in said deed.

That the consideration for said deed was and is payment to affiants of the sum of \$10.00 by BAYVIEW LOAN SERVICING, LLC. and BAYVIEW LOAN SERVICING, LLC.'s agreement to forbear taking any action against affiant to collect on the obligations secured by the mortgage described below, other than by foreclosure of that mortgage and to not seek, obtain or permit a deficiency judgment against affiant in such foreclosure action. The mortgage referred to herein was executed by RANDY L. BERRY, SR., AN UNMARRIED PERSON to MERS INC., SOLELY FOR FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLB&T CO., FSB, on 6/25/2007, and recorded on 7/2/2007, as Instrument No. 2007-053634. Said Mortgage assigned BAYVIEW LOAN SERVICING, LLC., by an assignment recorded as Instrument No. 2012 045195 on 7/11/2012 in the Office of the Recorder of LAKE, County, State of Indiana.

At the time of making said deed in lieu of foreclosure affiant believed and now believes that the aforesaid consideration therefore represents the fair value of the property so deeded, or more.

This affidavit is made for the protection and benefit of BAYVIEW LOAN SERVICING, LLC., its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

That affiant 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.

I/WE (THE BORROWERS) UNDERSTAND THAT I/WE HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. I/WE HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

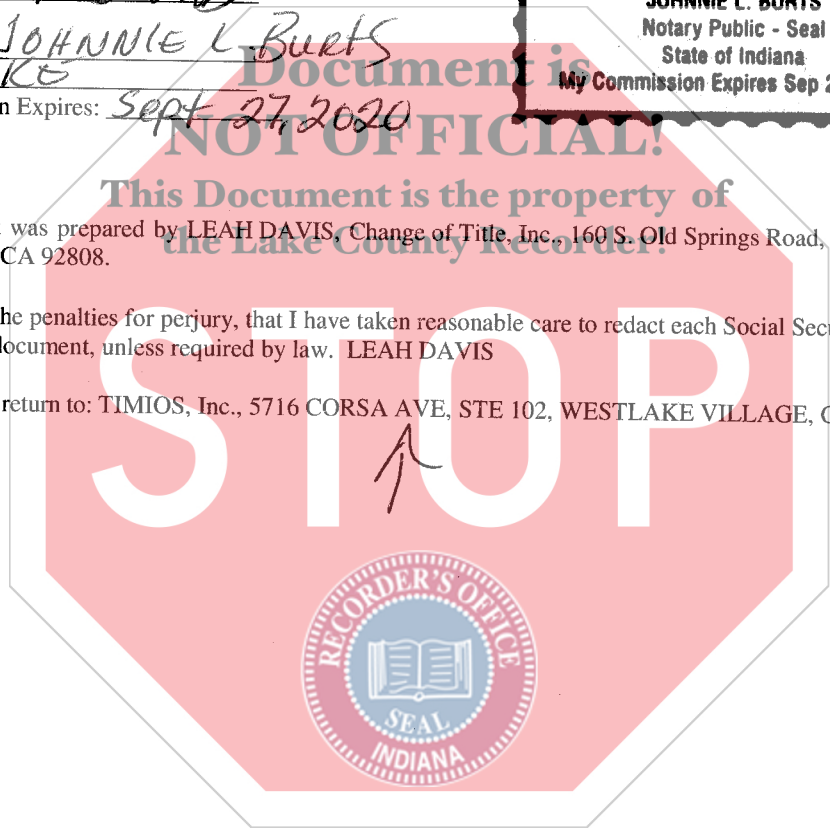
Dated: November 18, 2014

Randy L. Berry  
RANDY L. BERRY, SR.

Subscribed and sworn to before me this 18 day of Nov., 2014.

(seal)

Johnnie L. Burts  
Notary Public  
Printed Name: JOHNNIE L. Burts  
County: LAKE  
My Commission Expires: Sept 27, 2020



This instrument was prepared by LEAH DAVIS, Change of Title, Inc., 160 S. Old Springs Road, Ste. 260, Anaheim Hills, CA 92808.

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. LEAH DAVIS

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