STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

## 2015 022352

2015 APR 16 AM 9: 42

MICHAEL B. BROWN RECORDER

- After Recording Return to:

HSBC Mortgage Services, Inc. 636 Grand Regency Blvd Brandon, FL 33510 File No. WPA-387137-DIL After Recording Return To:

Linear Title & Closing 127 John Clarke Road Middletown, RI 02842

Amount Still Owing: \$109,006.26 Consideration Amount: \$10.00

Tax ID No.: 45-12-21-177-018.000-030

Document is

This deed is subject to the terms of an Estoppel Affidavit recorded concurrently, and Deed in Lieu of Foreclosure Agreement, both effective this day of March, 215.

the Lake County Recorder!

THIS INDENTURE made and entered into on this day of by and between FLORENCE MAZZARE, SINGLE of 849 N. 450W, Valparaiso, IN 46385, hereinafter referred to as Grantor(s) and HSBC MORTGAGE SERVICES, INC., 636 Grand Regency Blvd, Brandon, FL 33510, hereinafter referred to as Grantee(s).

Witnesseth, That consideration for this Deed is the release of liability owed by Grantor under the terms of the Promissory Note dated August 26, 2006 executed by Grantor in favor of MERS AS NOMINEE FOR THE LENDING GROUP, INC., to secure against the Property by Mortgage and to avoid foreclosure, and fees and costs associated with foreclosure. Grantor does hereby grant, bargain and sell, release and confirm unto the said Grantee(s), their heirs and assigns all that certain land more fully described on the attached Exhibit "A":

SEE ATTACHED EXHIBIT "A"

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

TO HAVE AND TO HOLD the lot or parcel above described together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said Grantee and unto Grantee's heirs, administrators, successors or assigns, forever.

The warranties passing to the grantee(s) hereunder are limited solely to those matters arising from acts of the Grantor(s), his/her/their/its agents or representatives, occurring solely during the period of the Grantor's ownership of the subject real estate.

Subject to that certain Mortgage/Deed of Trust from FLORENCE MAZZARE (borrower) dated 8/26/2006 and filed on 9/5/2006 as Instrument No. 2006-077683, of the official property records of Lake County, Indiana in the amount of \$122,000.00 and in favor of MERS AS NOMINEE FOR THE LENDING GROUP, INC. (Lender).

The parties to this agreement specifically intend that this conveyance shall not constitute a merger of the interest of Lender under the mortgage/deed of trust with the fee title conveyed to the lender. It is the intention of the parties that the property shall remain subject to the liens of the non-continuous as well as any other DULY ENTERED FOR TRANSFER FINAL ACCEPTANCE FOR TRANSFER

APR 1 5 2015

JOHN E. PETALAS LAKE COUNTY AUDITOR 01626

\$28 CK# 4 80204 E security interests in other collateral that lender holds or may hold. The loan documents shall be and remain at all times valid and continuous liens on the property and other collateral subject only to lender's written and recorded releases as lender may, in its sole discretion, subsequently execute.

This deed is an absolute conveyance, the grantor(s) having sold said land to the grantee(s) for a fair and adequate consideration. Grantor(s) declare that this conveyance is freely and fairly made, and that there are no agreements, oral or written, or other than this deed between grantor(s) and grantee(s) with respect to said land.

Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

	t I have taken reasonable care to redact each social
security number in this document, unless required by	y law.
KAKU-	Valle avera Tabana nama
	Katherinetitormumons
Signature \ \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Printed Name
Docu	ment is
IN WITNESS WHEREOF, the said Grantors have her	eunto set their hands and seals on this day of
March, 20 15. NOTO	FFICIAL!
the sal min	4 :- 41
	t is the property of
Florence Mazzare the Lake Co	ounty Recorder!
	anty recorder.
State of	
County of	
Defended to the last and the last and the	
Before me, the undersigned, a Notary Public, in and f	
	nce Mazzare, said person(s) being over the age of 18 years
and acknowledged the execution of the foregoing inst	rument.
In witness whereof, I have hereunto subscribed my na	me and affixed my official seal this day of
March 2012	the and arrixed my official scal unis day of
- 1 (M CV ) , W(S	
	THE SO
Notary Public	
Printed Name: Jason L. Lyhn	JASON L. LYNN
My Commission Expires: (5-72017)	Porter County
A Resident of County	SEAL My Commission Expires
State of	August 5, 2017
State of	CARRIE CONTROL OF THE PARTY OF
Prepared by:	
Certified Document Solutions	
c/o Attorney Margaret C. Daun	
17345 Civic Drive, Unit 1961	
Brookfield, WI 53045	

No title search was performed on the subject property by the preparer. The preparer of this deed makes neither representation as to the status of the title nor property use or any zoning regulations concerning described property herein conveyed nor any matter except the validity of the form of this instrument.

Information herein was provided to preparer by Grantor/Grantee and /or their agents; no boundary survey was made at the time of this conveyance.

## 'EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF INDIANA, AND IS DESCRIBED AS FOLLOWS:

UNIT 29B, BUILDING 7929 SYCAMORE COVE, A HORIZONTAL PROPERTY REGIME AS CREATED BY DECLARATION OF CONDOMINIUM RECORDED JUNE 21, 1994 AS DOCUMENT NO 94045542 AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 76, PAGE 70 AND RECREATED BY THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM RECORDED DECEMBER 2, 1994 AS DOCUMENT NO. 94081649, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 77, PAGE 79 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA AND FURTHER AMENDED BY THE FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION RECORDED JANUARY 27, 1995 AS DOCUMENT NO. 95004292, AND FURTHER AMENDED BY A SECOND AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM RECORDED MARCH 6, 1995 AS DOCUMENT NOS 95012135, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 78 PAGE 10, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON AREAS APPERTAINING THERETO.

SUBJECT TO EASEMENTS OF HIGHWAYS, STREETS, ALLEYS, SEWERS, TITLES DRAINS, AND PUBLIC UTILITIES.

PARCEL ID #45-12-21-177-018,000-030

This Document is the property of
THIS BEING THE SAME PROPERTY CONVEYED TO FLORENCE MAZZARE FROM LOUIS MAZZARE
AND FLORENCE MAZZARE IN A DEED DATED JULY 24, 2003 AND RECORDED AUGUST 7, 2003, AS
INSTRUMENT NO. 2003-82390.

Property Commonly Known As: 7929 Tyler Circle, Unit B Merrillville, IN 46410



EXHUBIT B

Document Prepared by and Return to: Linear Title and Closing
127 John Clarke Road
Middletown, RI 02842

## **ESTOPPEL AFFIDAVIT**

State of IN §

County of Lake §

## Document is NOT OFFICIAL!

THE UNDERSIGNED, FLORENCE MAZZARE, after having been first duly sworm, upon oath, state and affirm the following to-wit; he Lake County Recorder!

1. That on August 26, 2006, for good and valuable consideration, Borrower duly executed and delivered a certain Promissory Note ("Note"), made payable to the order of MERS AS NOMINEE FOR THE LENDING GROUP, INC., ("Lender"), in the original principal amount of \$122,000.00, 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 September 5, 2006, as Book, Page se, Instrument Number 2006-077683 in the real estate records, in the Office of the Clerk and Recorder of Lake County, State of IN.

Property more particularly described as:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF INDIANA, AND IS DESCRIBED AS FOLLOWS:

UNIT 29B, BUILDING 7929 SYCAMORE COVE, A HORIZONTAL PROPERTY REGIME AS CREATED BY DECLARATION OF CONDOMINIUM RECORDED JUNE 21, 1994 AS DOCUMENT NO 94045542 AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 76, PAGE 70 AND RECREATED BY THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM RECORDED DECEMBER 2, 1994 AS DOCUMENT NO. 94081649, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 77, PAGE 79 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA AND FURTHER AMENDED BY THE FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION RECORDED JANUARY 27, 1995 AS DOCUMENT NO. 95004292, AND FURTHER AMENDED BY A

SECOND AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM RECORDED MARCH 6, 1995 AS DOCUMENT NOS 95012135, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 78 PAGE 10, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON AREAS APPERTAINING THERETO.

SUBJECT TO EASEMENTS OF HIGHWAYS, STREETS, ALLEYS, SEWERS, TITLES DRAINS, AND PUBLIC UTILITIES.

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COMMONLY KNOWN AS: 7929 Tyler Circle, Unit B, Merrillville, IN 46410

PARCEL ID: 45-12-21-177-018.000-030

This Document is the property of

The borrower is currently in default in 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 and unconditional sale 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 effective date of January 16, 2015 with release of all homestead and other exemption rights in and to the Property; and 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.
- 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 premise hereof, and in consideration of such conveyance, Borrower has received from 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 Security Instrument, 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.

- 6. That the Deed is intended to convey title free and clear of all liens or encumbrances, that the Lender intends to have the title to and condition of said premises examined before fully accepting said Deed; the Deed shall not restrict the right of the Lender to commence foreclosure proceedings if it should so desire.
- 7. That Borrower has not taken any action, of failed to take any action, which would result in any lien, encumbrance, claim or charge from being recorded against the Property.
- 8. 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.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. That it is expressly understood and agreed that the above foregoing provisions shall be supplemental to the Deed and shall not merge therein.

DATED this of	March , 20 15.	
	Alorence Maryare, Borrow	wei
	, Borrov	wei

STATE OF IN COUNTY OF LAKE PORTE BE IT REMEMBERED, That on this fore me, the Notary . Public undersigned Florence Mazzare \_, who is/are personally known to me to be the same person(s) who executed the within instrument of writing and duly acknowledged the execution of the same. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written. This Document is the property of the Lake County Recorder! (seal) NOTARY PUBLIC My Commission Expires: 85 201 JASON L. LYNN NOTARY Porter County My Commission Expires August 5, 2017