

2015 068018

2015 OCT -2 PM 1:55

MICHAEL B. BILWIN
RECORDER

Commitment Number: 3380508-150197724

Mail Tax Statements To:

MTGLO INVESTORS, LP

6011 CONNECTION DRIVE, 5TH FLOOR, IRVING, TX 75039.

After Recording Mail/Return To: ✓

ServiceLink, A Black Knight Financial Services Company

10385 WESTMOOR DRIVE, SUITE 100 WESTMINSTER, CO 80021 ATTENTION:

DENVER DIL TITLE

Document is NOT OFFICIAL!
DEED IN LIEU OF FORECLOSURE
This Document is the property of the Lake County Recorder

KNOWN ALL MEN BY THESE PRESENTS, that Recorder J. HEINEN, an unmarried person, whose mailing address is 7297 FENWAY LN., SCHERERVILLE, IN 46375-1779, hereinafter called grantor, for \$1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto MTGLO INVESTORS, LP, whose tax mailing address is 6011 CONNECTION DRIVE, 5TH FLOOR, IRVING, TX 75039, 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 **Lake County, Indiana**, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION

SEE EXHIBIT "B" ATTACHED HERETO AS ESTOPPEL AFFIDAVIT

This being the identical property conveyed to the GRANTOR herein by Deed from recorded in **Instrument No. 2013 058485, Recorded 8/8/2013.**

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

Property Address: 7297 FENWAY LN., SCHERERVILLE, IN 46375-1779

Page 1 of 11

36
MBW
#275416
22062
FILED FOR TAXATION SUBJECT
FINAL ACCEPTANCE FOR TRANSFER
OCT 02 2015
JOHN E. PETALAS
LAKE COUNTY AUDITOR

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.

Grantor does hereby assign and transfer to grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage described below.

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

The transfer of the Property to Grantee is voluntary and free of coercion and duress. This Deed in Lieu of Foreclosure relates to real property secured by the following mortgage or deed of trust:

SEE EXHIBIT "C" ATTACHED HERETO FOR DESCRIPTION OF MORTGAGE OR DEED OF TRUST

Grantor represents, warrants, covenants, and agrees as follows:

- (i) the execution, delivery, and recordation of the Deed is intended to and shall effect an absolute conveyance and transfer of the Property and shall not constitute a mortgage, trust conveyance, or security interest of any kind therein;
- (ii) it is the intention of Grantor to convey, and by the Deed, Grantor has conveyed to Grantee therein, all of Grantor's right, title, and interest absolutely in and to the Property;
- (iii) Possession of the Property is intended to and will be surrendered to Grantee concurrent with the conveyance of title to Grantee;
- (iv) Grantor shall have no right, title, lien, or claim, now or hereafter, on or against the Property or Grantee, all other rights, titles, liens, and claims of Grantor, by agreement, at law, or in equity being hereby expressly waived, and to the extent that any court shall seek to find any right, title, lien, or claim in favor of Grantor, Grantor agrees that such right, title, lien, or claim shall be limited to a right to damages and not to any lien or claim on the Property.

No Merger. Grantor agrees and acknowledges that its entry into this Deed in Lieu of Foreclosure and any other documents contemplated hereby shall not result in a merger of Assignee's interest under the Deed of Trust with Grantee's interest under the Deed in Lieu of Foreclosure. 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.

In construction this deed and where the context so requires, the singular included 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.

Representations and Warranties. Grantor represents, warrants, and acknowledges that:

- (a) it is in default of its obligations under the Loan and the Note and that the unpaid principal balance thereof together with interest thereupon is immediately due and payable to **MTGLQ INVESTORS, LP** without offset, defense, or counterclaim;

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(b) the Note and the Deed of Trust or Mortgage are valid and binding agreements enforceable in accordance with their terms;

(c) Grantor is entering into this Release by Debtor freely and voluntarily, and free from any coercion or duress, having received the advice of both real estate and bankruptcy legal counsel.

Advice of Counsel. Grantor hereby agrees, represents, and warrants that it has had advice of competent counsel of its own choosing in negotiations for and the preparation of this Deed, or that Grantor has voluntarily forgone the advice of counsel, that Grantor has read this Deed or has had the same read to it by its counsel, that it has had this Deed has been fully explained by such counsel, and that it is fully aware of its contents and legal effect, even if Grantor did not voluntarily choose, of its own free will, to retain counsel.

RIGHT TO FORECLOSE

TRANSFEROR AGREES AND ACKNOWLEDGES THAT NOTHING CONTAINED HEREIN SHALL AFFECT, AND TRANSFEREE HEREBY EXPRESSLY RESERVES, THE RIGHT TO FORECLOSE THE "MORTGAGE", "DEED TO SECURE DEBT" OR "DEED OF TRUST" BY JUDICIAL OR, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONJUDICIAL FORECLOSURE AND, IN CONNECTION WITH ANY SUCH FORECLOSURE, TRANSFEROR AND/OR GUARANTOR MAY, IN TRANSFEREE'S SOLE DISCRETION, BE NAMED AS A PARTY DEFENDANT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRANSFEROR SHALL AGREE TO ANY CONSENT TO JUDGMENT (OR SIMILAR PROCESS) AVAILABLE TO TRANSFEREE, AND TRANSFEREE WILL BE PERMITTED TO SEEK, OBTAIN, AND SATISFY A JUDGMENT IN ANY SUCH FORECLOSURE PROCEEDINGS, PROVIDED, HOWEVER, THAT TRANSFEROR AND GUARANTOR SHALL NOT BE PERSONALLY LIABLE FOR SATISFACTION OF SUCH JUDGMENT. IF TRANSFEREE PURSUES ITS RIGHTS UNDER THIS SECTION, IT MAY DETRIMENTALLY AFFECT TRANSFEROR'S CREDIT RATING.



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WITNESS the hand of said Grantor this 19th day of August, 2015.

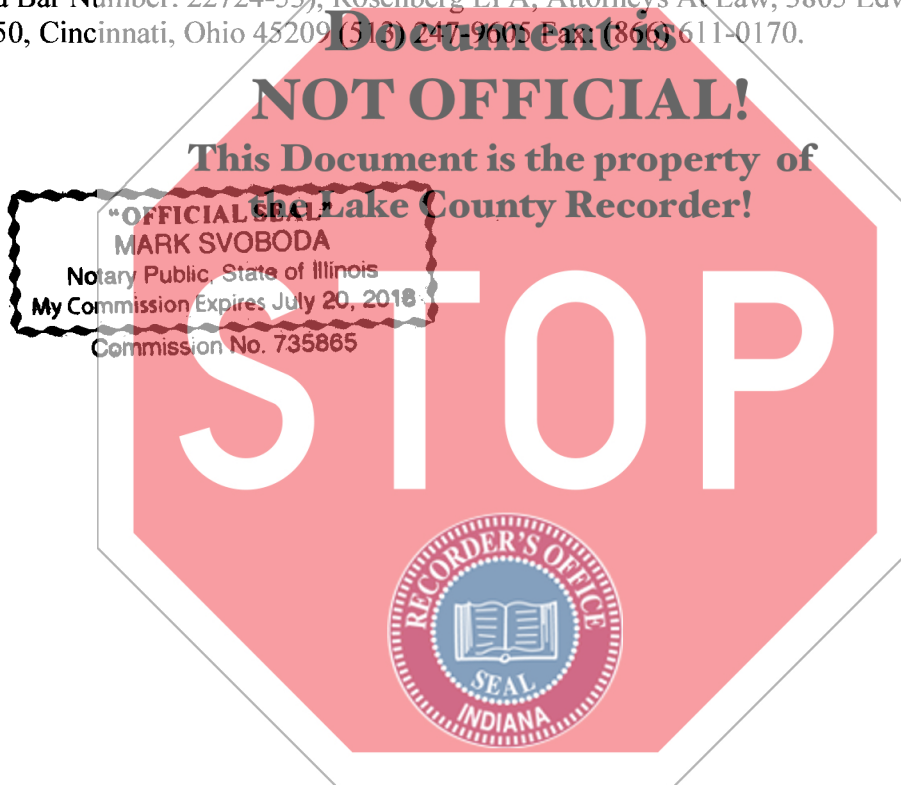
Fredrick J. Heinen
FREDRICK J. HEINEN

STATE OF Illinois
COUNTY OF COOK

The foregoing instrument was acknowledged before me on August 19th, 2015 by **FREDRICK J. HEINEN** who is personally known to me or has produced Illinois identification, and furthermore, the aforementioned person has acknowledged that his/her signature was his/her free and voluntary act for the purposes set forth in this instrument.

Mark Svobeda
Notary Public

This instrument prepared by: Jay A. Rosenberg, Esq., and Jacqueline Meyer Goldman, Esq., (Indiana Bar Number: 22724-53), Rosenberg LPA, Attorneys At Law, 3805 Edwards Road, Suite 550, Cincinnati, Ohio 45209 (513) 247-9605 Fax: (866) 611-0170.



Property Address: 7297 FENWAY LN., SCHERERVILLE, IN 46375-1779

EXHIBIT A (LEGAL DESCRIPTION)

All that certain parcel of land situate in the County of Lake and State of Indiana being known and designated as follows: THE FOLLOWING DESCRIBED REAL ESTATE SITUATE IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS, TO WIT: LOT 12 IN CAMDEN WOODS, AN ADDITION TO THE TOWN OF SCHERERVILLE, AND AMENDED BY A CERTIFICATE OF CORRECTION RECORDED MAY 25, 2005 AS DOCUMENT NO. 2005-042586, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 97 PAGE 13, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. Tax ID: 45-11-14-330-007.000-036

COMMONLY known as: **7297 FENWAY LN., SCHERERVILLE, IN 46375-1779**
Assessor's Parcel Number: **45-11-14-330-007.000-036**



Property Address: 7297 FENWAY LN., SCHERERVILLE, IN 46375-1779

EXHIBIT "B"
ESTOPPEL AFFIDAVIT

STATE OF Illinois
COUNTY OF Cook

FREDRICK J. HEINEN, being first duly sworn, depose and say: That he/she/they are the identical party or parties who made, executed, and delivered that certain Deed in Lieu of Foreclosure to MTGLO INVESTORS, LP, conveying the following described property, to-wit:

Document is NOT OFFICIAL!
SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to MTGLO INVESTORS, LP, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiants as grantors in said deed to convey, and by said deed these affiants did convey to MTGLO INVESTORS, LP, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to MTGLO INVESTORS, LP;

That in the execution and delivery of said deed 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 aforesaid deed was not given as a preference against any other creditor or 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 MTGLO INVESTORS, LP, who have interest, either directly or indirectly, in said premises; that these deponents are solvent and have not other creditors whose rights would be prejudiced by such conveyance, and that deponents are 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 \$1.00 by MTGLO INVESTORS, LP, agreement to forebear taking any action against affiants to collect

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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 affiants in such foreclosure action. The mortgage referred to herein as described as follows:

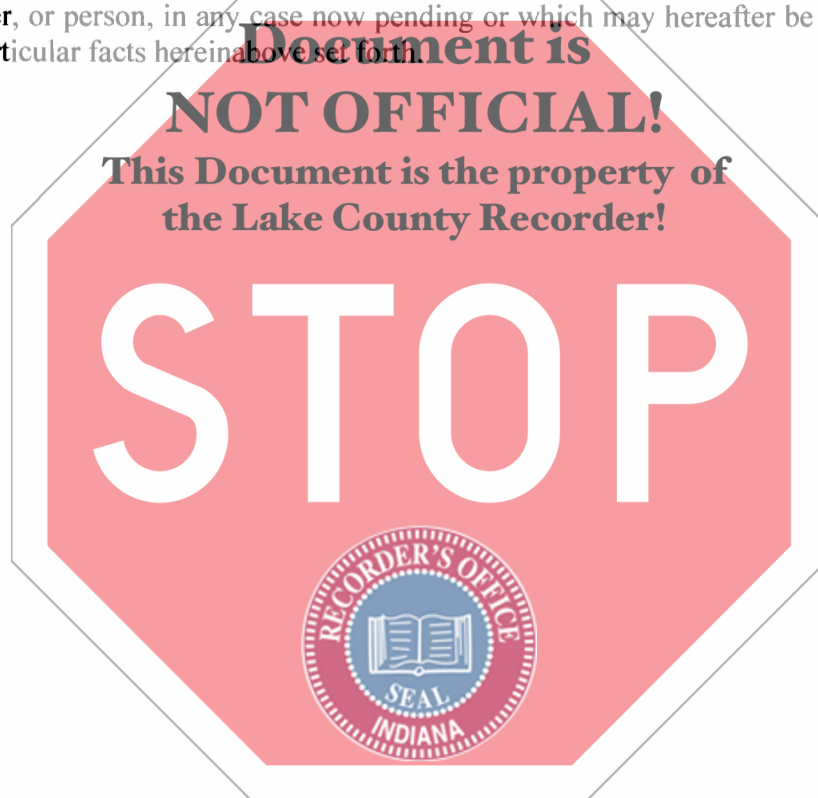
SEE EXHIBIT "C" ATTACHED HERETO FOR DESCRIPTION OF MORTGAGE OR DEED OF TRUST

At the time of making said deed in lieu of foreclosure affiants believed and now believe 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 MTGLQ INVESTORS, LP, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

I understand and agree that I have waived or released any and all claims, known or unknown, that I have or might have against the Grantee and/or Rushmore Loan Management; and/or Servicelink, and/or their accountants, agents, attorneys, directors, employees, managers, members, officers, servants, and/or shareholders.

That affiants, and each of them 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.



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

Dated: August 19, 2015

Fredrick J. Heinen
FREDRICK J. HEINEN

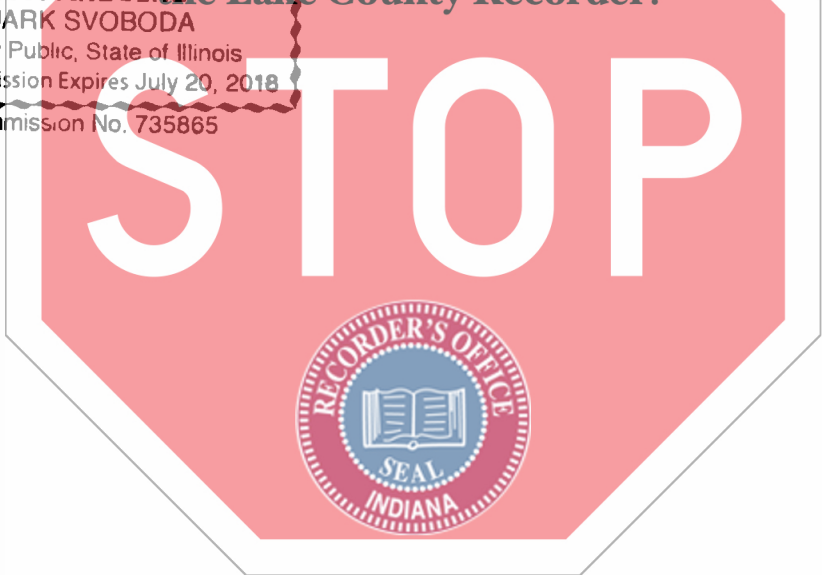
STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me on August 19th 2015 by **FREDRICK J. HEINEN** who is personally known to me or has produced Drivers license as identification, and furthermore, the aforementioned person has acknowledged that his/her signature was his/her free and voluntary act for the purposes set forth in this instrument.

Document is NOT OFFICIAL!
Mark Sloboda
Notary Public

This Document is the property of the Lake County Recorder!

OFFICIAL SEAL
MARK SVOBODA
Notary Public, State of Illinois
My Commission Expires July 20, 2018
Commission No. 735865



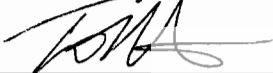
Property Address: 7297 FENWAY LN., SCHERERVILLE, IN 46375-1779

EXHIBIT A (LEGAL DESCRIPTION)

All that certain parcel of land situate in the County of Lake and State of Indiana being known and designated as follows: **THE FOLLOWING DESCRIBED REAL ESTATE SITUATE IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS, TO WIT: LOT 12 IN CAMDEN WOODS, AN ADDITION TO THE TOWN OF SCHERERVILLE, AND AMENDED BY A CERTIFICATE OF CORRECTION RECORDED MAY 25, 2005 AS DOCUMENT NO. 2005-042586, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 97 PAGE 13, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. Tax ID: 45-11-14-330-007.000-036**

COMMONLY known as: **7297 FENWAY LN., SCHERERVILLE, IN 46375-1779**
Assessor's Parcel Number: **45-11-14-330-007.000-036**

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.



By Tim Mercer

Print Name



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GRANTOR(S) AFFIDAVIT

State of Illinois
County of Cook

FREDRICK J. HEINEN, named in the attached deed, being first duly sworn upon oath, each for himself or herself and not one for the other, deposes and says:

That he or she has read the attached deed and knows the contents thereof, and that every statement contained in the terms, warranties and covenants therein set forth is true of his or her own knowledge.

Fredrick J. Heinen
FREDRICK J. HEINEN

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me on February 19th, 2015 by **FREDRICK J. HEINEN** who is personally known to me or has produced Illinois Driver's License as identification, and furthermore, the aforementioned person has acknowledged that his/her signature was his/her free and voluntary act for the purposes set forth in this instrument.

Mark Sloboda
Notary Public

"OFFICIAL SEAL"
MARK SVOBODA
Notary Public, State of Illinois
My Commission Expires July 20, 2018
Commission No. 735865

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EXHIBIT C
(DESCRIPTION OF MORTGAGE(S) OR DEED(S) OF TRUST)

Mortgage Dated 06/22/2009, Recorded 07/17/2009 in the office of the Recorder of LAKE County, Indiana, in Doc No. 2009-049458, executed by Fredrick J. Heinen and Brenda J. Heinen to MERS Inc., as nominee for, Residential Acceptance Network, Inc., which states that it secured a debt in the principal sum of \$362,100.00. Assigned from MERS Inc., as nominee for Residential Acceptance Network, Inc. to Bank of America, N.A., s/b/m to BAC Home Loans Svc, LP FKA Countrywide Home Loans Svc, LP, in Doc. 2012-033931, Rec. 5/21/12. Assigned from Bank of America, N.A., s/b/m to BAC Home Loans Svc, LP FKA Countrywide Home Loans Svc, LP, to RBS Financial Products, Inc., in Doc. 2013-067007, Rec. 9/13/13. Assigned from Bank of America, N.A., s/b/m to BAC Home Loans Svc, LP FKA Countrywide Home Loans Svc, LP to Secretary of Housing and Urban Development, in Doc. 2013-078274, Rec. 10/22/13. Assigned from Secretary of Housing and Urban Development by RBS Financial Products Inc., its AIF to RBS Financial Products Inc, in Doc. 2013-078275, Rec. 10/22/13. Assigned from RBS Financial Products Inc., By RMS Asset Management, LLC its AIF to NRZ Pass-Through Trust I, US Bank, NA, as Trustee in Doc. 2014-043452, Rec. 7/23/14. Assigned from NRZ Pass-Through Trust I, US Bank, NA, as Trustee to NRZ Mortgage Holdings LLC in Doc. 2015-021029, Rec. 4/10/15



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