2015 082633

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2015 DEC 11 AM 8: 54

MICHAEL B. BROWN RECORDER

Zetumto. **Fidelity National Title** 4215 Edison Lakes Parkway Suite 115 Mishawaka, IN 46545

DEED IN LIEU OF FORECLOSURE

TITLE OF DOCUMENT

KNOWN ALL MEN BY THESE PRESENTS, that Christopher M. Vlcek and Kimberly R. Vlcek, formerly known as Kimberly R. Laster, hereinafter called grantor, for \$1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto Kondaur Capital Corporation, as separate trustee of Matawin Ventures Trust Series 2014-3, 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 Lake County, Indiana, described as follows:

LOTS 39 AND 40, BLOCK 2, JOLIDON ADDITION TO GRIFFITH, AS SHOWN IN PLAT BOOK 2, PAGE 94, IN LAKE COUNTY, INDIANA.

This being the identical property conveyed to the GRANTOR herein by Deed from Matthew A. Sharp and Peggy M. Sharp, husband and wife dated July 26, 2007, recorded August 8, 2007 and that as Instrument No. 2007-064519

COMMONLY known as: 430 North Lindberg Street Criffith Indiana 46319

Assessor's Parcel Number: 45-07 34 428-017 000-006 ICIAI.

To have and to hold the same unto the said grantee and grantee's successors and the forevery 5

To have and to hold the same unto the said greater and greater's successors fand the

This deed is absolute in effect and conveys the Complety the of the premises above described to the conveys the co

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/deed of trust (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceedings to foreclosure that mortgage, grantee shall not seek, obtain or permit a deficiency judgment against grantors, their heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the even 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 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 inslation, attorney or any other person. Grantor declares that this conveyance is freely and fairly made 016974

The true and actual consideration for this transfer consists of 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 stated above with respect to that certain mortgage bearing the date of July 26, 2007, by grantor in favor of Mortgage Electronic Registration Systems, Inc., as Nominee for Aegis Wholesale Corporation, and recorded at Doc. No. 2007-064520 real property records of Lake County, Indiana on the August o, 2007, and according to public record the beneficial interest of the Mortgage was assigned to Kondaur Capital Corporation, as

CK#78

separate trustee of Matawin Ventures Trust Series 2014-3 by assignment recorded May 15, 2015, as Instrument No. 2015-030316.

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.

IN WITNESS whereof, Grantor has executed this deed this _____ day of October Christopher M. Vlcek Kimberly R. Laster **ACKNOWLEDGMENT** STATE OF \mathcal{I}^{\leq} COUNTY OF _ / / / / Before me, a Notary Public in and for said County and State, personally appeared Christopher M. Vlcek and Kimberly R. Vlcek, f/k/a Kimberly R. Laster who acknowledged the execution of the foregoing Quitclaim Deed this Z 15 day of OCTO ary Rublic (Signature) OFFICIA Tshis Document is the property of PATRICIA D AMOS Lake County Recorder! Notary Public (Printed Name) My Commission Expires Jan 8, 2019 My Commission Expires: 1.8 County of Residence: _______ Grantee's Address and Tax Billing Address: This instrument was prepared by: Kondaur Capital Corporation Leila Han<mark>sen, E</mark>sq. 333 South Anita Drive, Suite 400 9041 South Pecos Road, Suite 3900 Henderson, NV 89074 Orange, California 92868 This instrument was prepared by Leila Hansen, Esq. Laftern under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Leila Hansen, Esq.