2015 083575

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 DEC 16 AM 9: 19
MICHAEL B. BROWN
RECORDER

Recording Requested by and After Recording Return to:

Vendor Connect LLC 4201 FN 1960 Suite 310 Houston, TX 77069

## Document is

ESTOPPEL AFFIDAVIT

This Document is the property of

THIS AFFIDAVIT, made this Level day of the Successor Trustee of the S.S.B.R. Trust dated November 25, 2008, and any Amendments thereof, and Mary Jo Beilfuss, as to Life Estate interest (referred to as "Grantor", whether one or more) state as follows:

That Mary Jo Beilfuss, as Successor Trustee of the Successor Trustee of the S.S.B.R. Trust dated November 25, 2008, and any Amendments thereof, and Mary Jo Beilfuss, as to Life Estate interest (Single) did on October 3, 2008, execute and deliver a certain promissory note (the "Note") in the principal sum of \$255,000.00 and secured by a mortgage (the "Mortgage") dated November 6, 2008, and recorded in the Recorder's Office of Lake County, Indiana, on November 6, 2008, Instrument No. 2008 076073 covering the real estate legally described as follows:

Situated in Lake County, and State of Indiana

Parcel "C" Lot Six, except the West 67.20 feet, by parallel lines, in Deerpath Phase Three, to the Town of Schererville, Lake County, Indiana as recorded in Plat Book 72, Page 70 in the Office of the Recorder, Lake County, Indiana. Be the same more or less, but subject to all legal highways.

That Mary Jo Beilfuss, as Successor Trustee of the Successor Trustee of the S.S.B.R. Trust dated November 25, 2008, and any Amendments thereof, and Mary Jo Beilfuss, as to Life Estate interest has defaulted in the payments due on the Note upon which the principal amount \$255,000.00 is at present due and outstanding and is unable to meet the obligations of the Note and Mortgage.

The Grantor is the identical party who made, executed, and delivered a deed (the "Deed") conveying the Property to Bank of America, N.A. The Grantor acknowledge, agree, and certify that the Deed was an absolute conveyance of the Grantor's rights, title, and interest in and to the Property, together with all buildings and appurtenances belonging and appertaining, and with release of all dower and homestead rights in and to the Property. The Grantor also convey, transfer, and assign their rights of possession, rentals, and equity of redemption in the Property.

K

## ACKNOWLEDGMENT

State of Texas
State of Texas  County of Harris
On this October 1, 2015, before me, the undersigned, a Notary Public, for the aforesaid
county and state, duly commissioned and sworn, personally appeared Mary Jo Beilfuss, as Successor
Trustee of the Successor Trustee of the S.S.B.R. Trust dated November 25, 2008, and any Amendments
thereof, and Mary Jo Beilfuss, as to Life Estate interest, to me known to be the person (or persons)
described in and who executed the foregoing instrument and acknowledged the said instrument to be the
free and voluntary act and deed of said person (or persons).
SWORN TO AND SUBSCRUBED before me on this OCHOOCT, 2005 by Mary Jo
Beilfuss, as Successor Trustee of the Successor Trustee of the S.S.B.R. Trust dated November 25, 2008,
and any Amendments thereof, and Mary 16 Bellfuss, as to Life Estate interest.
Witness my hand and official seal hereto affixed the day and year first above written.  Notary Public Printed Name: My Commission expires: (Seal)  Amber L. Carney O4-19-2017

The value of the Property is not in excess of the amount of the indebtedness outstanding and this Deed was given voluntarily by the Grantor to the Grantee, in good faith on the part of the Grantor and Grantee, without any fraud, misrepresentation, duress or undue influence whatsoever, or any misunderstanding on the part of the Grantor or Grantee and was not given as a preference against any other creditors of the Grantor. The Deed of conveyance shall not restrict the right of the Grantee to institute foreclosure proceedings if the Grantee desires, but the conveyance by the Deed shall be and is intended and understood to be an absolute conveyance and an unconditional sale, with full extinguishment of Grantors' equity of redemption, and with full release of all Grantor's rights, title, and interest of every character in and to the Property. Never the less, Grantee covenants and agrees not to seek deficiency judgments or any other form of personal liability against the Grantor with respect to the indebtedness. Grantor represents no other Currents and other Currents and agrees not to seek deficiency processes and other Currents against the Grantor with respect to the indebtedness.

This affidavit has been made for the protection and benefit of the Grantee in the Deed, its successors and assigns, and all other parties dealing with or who may acquire an interest in the Property, and shall bind the respective heirs, executives, administrators, and assigns of the undersigned. Obligations owed on subject Property ake County Recorder!

The Grantor will testify, declare, depose or certify before any competent tribunal, officer, or person, in any case now pending or which may be hereafter instituted, to the truth of the particular facts set forth above.

Mary Jo Beilfuss, as Successor Trustee of the Successor Trustee Date of the S.S.B.R. Trust dated November 25, 2963

and any Amendments thereof.

Mary Jo Beilfuss Vas to Life Estate intere

9-8-15

Date