

9

2015 088361

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2015 DEC 30 PM 2:26

MICHAEL B. BROWN  
RECORDER

Mail Tax Bills To:  
Nationstar Mortgage LLC  
8950 Cypress Waters Blvd  
Coppell, Texas 75019

Tax Key No.: 45-08-21-455-007.000-004

When Recorded Return to:  
Indecomm Global Services  
As Recording Agent Only  
1260 Energy Lane  
St. Paul, MN 55108



[Space Above This Line For Recording Data]

Record 3rd

8071587

### DEED IN LIEU OF FORECLOSURE

THIS INDENTURE WITNESSETH that Dolita M. Moore, a single woman

("Grantor(s)")

CONVEY AND WARRANT to Federal National Mortgage Association, whose address is 3900 Wisconsin Avenue, NW, Washington, DC 20016

("Grantee");

for and in consideration of Zero Dollars (\$0.00) and other valuable consideration, the receipt which is hereby acknowledged, the following described real estate in Lake County, in the State of Indiana, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

DULY ENTERED FOR TAXATION SUBJECT  
FINAL ACCEPTANCE FOR TRANSFER

05888

DEC 29 2015

JOHN E. PETALAG  
LAKE COUNTY AUDITOR

More commonly known as: 3641 Harrison St, Gary, Indiana 46408

AMOUNT \$ 32.00  
CASH CHARGE  
CHECK# 0022311481  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-CONF \_\_\_\_\_  
DEPUTY \_\_\_\_\_ *CP E*

*zpd*

SUBJECT TO all real estate taxes and assessments due and payable.

SUBJECT TO restrictions, conditions, limitations, zoning ordinances, easements, encroachments, visible or of record, roadways, rights-of-way and highways of record.

SUBJECT TO that certain Real Estate Mortgage from Grantors to Grantee dated March 11th, 2005, in the original principal amount of \$ 53,100.00, recorded on March 30th, 2005, in Book N/A, Page N/A, Instrument No. 2005-024252 and assigned to Federal National Mortgage Association by an Assignment recorded in Book N/A, Page N/A, Instrument No. N/A, or by an Assignment recorded simultaneously herewith, in the Recorder's office in and for Lake County and State of Indiana (the "Mortgage").

**IT IS EXPRESSLY UNDERSTOOD AND AGREED BY AND BETWEEN THE GRANTORS AND GRANTEE THAT THIS CONVEYANCE SHALL NOT EFFECT NOR BE CONSIDERED TO EFFECT A MERGER OF THE ABOVE-DESCRIBED MORTGAGE HELD BY GRANTEE, NOR ANY RIGHTS AND INTERESTS CREATED IN FAVOR OF NATIONSTAR MORTGAGE LLC**

**IN AND TO THE FEE SIMPLE TITLE HEREBY ACQUIRED BY GRANTEE AND THAT SAID MORTGAGE SHALL CONTINUE TO BE AND REMAIN IN FULL FORCE AS A VALID AND SUBSISTENT FIRST LIEN UPON THE ABOVE-DESCRIBED REAL ESTATE WITHOUT ANY IMPAIRMENT WHATSOEVER HEREBY AND WITH THE PRIORITY OF SUCH MORTGAGE LIEN DOCUMENTS UNDIMINISHED. THE GRANTEE HEREBY RESERVES ALL OF ITS RIGHTS AND REMEDIES UNDER THE MORTGAGE, THE PROMISSORY NOTE WHICH IT SECURES AND THE ANY AND ALL OTHER DOCUMENTS AND AGREEMENTS ENTERED INTO IN CONNECTION THEREWITH.**

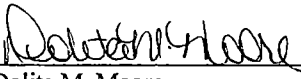
Grantors declare that this conveyance is the absolute and unconditional conveyance to Grantee of the entire fee simple title to the above real estate in fact as well as in form and is not intended as, nor shall it be construed as the conveyance of a lesser estate or as a mortgage or any other form of security. This deed constitutes a transfer of the herein-described real estate from Grantors for fair and adequate consideration as herein set forth.

Grantors further declare and acknowledge that this conveyance is not a conveyance to Grantee in trust for or to the use of Grantors or any other persons, but that the title herein conveyed to Grantee shall be held by Grantee for and to its own sole and exclusive use and benefit.

Grantors declare that this conveyance is freely and fairly made, there are no agreements, oral or written, other than this deed between Grantors and Grantee with respect to the real estate.

Grantors herein certify that no Indiana Gross Income Tax is due by reason of this conveyance.

IN WITNESS WHEREOF, Grantor(s) have caused this deed to be executed this 19 day of October, 2015.

  
\_\_\_\_\_  
Dolita M. Moore -Grantor  
10125 Sagebrush Ln  
Dyer, Indiana 46311

\_\_\_\_\_  
-Grantor

\_\_\_\_\_  
-Grantor

\_\_\_\_\_  
-Grantor

**ACKNOWLEDGMENT**

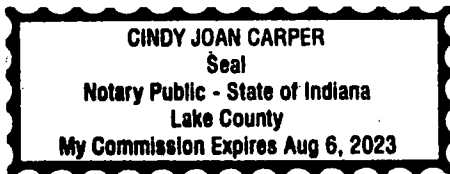
State of Indiana §  
County of LAKE §

Before me, a Notary Public in and for said County and State, personally appeared Dolita M. Moore

who acknowledged the execution of the foregoing Deed, and who, having been duly sworn, stated that the facts and matters set forth in it are true and correct.

Witness my hand and Notarial Seal this 19th day of October, 2015.

(Seal)



Cindy Joan Carper Notary Public  
Cindy Joan Carper  
Type or Print Name of Notary

County of Residence: Lake  
My Commission Expires: Aug. 6, 2023

Tax Exemption Code: IC32-21-5-1 Sec. 1 (b) (2)

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 Ruth Ruhl Signature  
Ruth Ruhl Printed Name

**This Document Prepared By:**  
RUTH RUHL, P.C.  
Ruth Ruhl, Esquire  
12700 Park Central Drive, Suite 850  
Dallas, Texas 75251

EXHIBIT "A"

ALL THAT PARCEL OF LAND IN CITY OF GARY, COUNTY OF LAKE, STATE OF INDIANA AS MORE FULLY DESCRIBED IN INSTRUMENT NO. 99060850 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 7, IN BLOCK H IN PARK MANOR 3RD SUBDIVISION, IN THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 16, PAGE 21, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

BEING THE SAME PROPERTY CONVEYED TO DOLITA M MOORE FROM CATHY D SMITH, BY WARRANTY DEED DATED JULY 15, 1999, AND RECORDED JULY 22, 1999, IN INSTRUMENT NO. 99060850, AMONG THE LAND RECORDS OF LAKE COUNTY, INDIANA.

APN: 45-08-21-455-007.000-004

For Informational Purposes Only:  
Property Address:  
3641 Harrison Street,  
Gary, IN-46408

AFTER RECORDING RETURN TO:  
STEWART LENDER SERVICES  
601 CANYON DR / MAILSTOP 1980  
COPPELL, TX 75019

## ESTOPPEL AFFIDAVIT TO ACCOMPANY DEED IN LIEU OF FORECLOSURE

State of Indiana §  
County of LAKE §

THE UNDERSIGNED, Dolita M. Moore, a single woman

, ("Borrower")

after having been first duly sworn, upon oath, state and affirm the following to-wit:

1. That on March 11th, 2005, for good and valuable consideration, Borrower duly executed and delivered a certain Promissory Note ("Note"), made payable to the order of Countrywide Home Loans, Inc.

, ("Lender"),  
in the original principal amount of \$ 53,100.00, 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 the 30th day of March, 2005, in Book N/A, Page N/A, Instrument No. 2005-024252, and assigned to Federal National Mortgage Association by an Assignment recorded in Book N/A, Page N/A, Instrument No. N/A, or by an Assignment recorded simultaneously herewith, in the Office of the Clerk Recorder of Lake County, Indiana.

Property more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

COMMONLY KNOWN AS: 3641 Harrison St, Gary, Indiana 46408

TAX KEY NO.: 45-08-21-455-007.000-004

AMOUNT \$ 11.00  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK# \_\_\_\_\_  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-CONF \_\_\_\_\_  
DEPUTY \_\_\_\_\_

The Borrower is currently in default in the 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 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 from Stewart Title Guaranty Company effective date of August 20th, 2015 with release of all homestead and other exemption rights in and to the Property. 1) Said Deed was not and is not now intended as a mortgage, trust conveyance, or security of any kind. Said Deed 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, 2) and that possession of all of the Property and improvements has been surrendered to Lender.

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 premises hereof, and in consideration of such conveyance, Borrower has received from the 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 Mortgage, 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, whose rights would be prejudiced by such conveyance.

6. That the Deed shall not restrict the right of the Lender to commence foreclosure proceedings if it should so desire; but the conveyance by said Deed shall be and is hereby intended and understood to be an absolute conveyance and an unconditional sale, with full extinguishment of Borrower's equity of redemption, and with full release of all of Borrower's right, title and interest of every character and nature in and to the Property and improvements thereon.

7. Said delivery, acceptance, and recording of said Deed shall not, in any way or manner whatsoever, result in a merger of the interest of Federal National Mortgage Association

of the property and as the holder of the rights, title, and interest formerly held by Dolita M. Moore

in and to the Property. The acceptance of the underlying Agreement of Deed shall not be deemed a waiver by Lender of its claims of priority under the Mortgage over any other liens, mortgages, security interests, or encumbrances of any kind or nature now or existing or hereafter placed upon the Property, or any part thereof. The delivery, acceptance, and/or recording of these documents shall not affect or prejudice, in any way, the right of Lender to foreclose the Mortgage by judicial proceedings or otherwise. The Note and Mortgage and the lien imposed thereby shall, in all respects, survive the execution and recording of the documents.

8. That Borrower has not taken any action, or failed to take any action, which would result in any lien, encumbrance, claim or charge from being recorded against the Property.

9. 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.

10. 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.

11. 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.

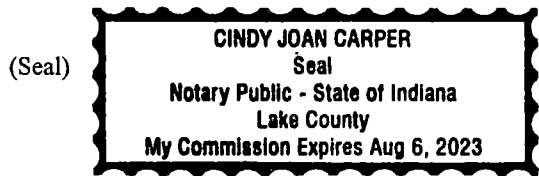
12. That the undersigned upon request from the Lender, will testify, declare, depose or certify before any competent tribunal, officer or person in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

13. That it is expressly understood and agreed that the above foregoing provisions shall be supplemental to the Deed and shall not merge therein.

Dolita M. Moore  
Dolita M. Moore -Borrower  
\_\_\_\_\_  
-Borrower  
\_\_\_\_\_  
-Borrower

DATED this 19 day of October, 2015.

The foregoing was subscribed and sworn to before me in the County of Lake, and State of IN, this 19th day of October, 2015.



Cindy Joan Carper  
Notary Signature  
Notary Public, State of IN  
My Commission Expires: Aug. 6, 2023  
County of Residence: Lake

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 Ruth Ruhl Signature  
Ruth Ruhl Printed Name

**This Document Prepared By:**  
RUTH RUHL, P.C.  
Ruth Ruhl, Esquire  
12700 Park Central Drive, Suite 850  
Dallas, Texas 75251

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