

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 056019

2016 AUG 18 AM 9:39

MICHAEL B. BROWN
RECORDER

ESTOPPEL AFFIDAVIT AND AFFIDAVIT OF NON-FORFEITURE

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THIS AFFIDAVIT, Made this 18 day of May, 2016, by Marco A. Pagan, hereinafter referred to as Grantor,

WITNESSETH:

That the Grantor did, on July 21, 2011, execute and deliver a certain promissory note in the principal sum of \$112,084.00, the indebtedness thereunder secured by a mortgage dated July 21, 2011, and duly perfected upon recordation in the Recorder's Office of Lake County, State of Indiana, August 01, 2011, as Instrument No. 2011 041118 in the Office of the Recorder of Lake County, encumbering the real estate commonly known as 236 S Washington St, Hobart, IN 46342-4135 (hereinafter "Mortgage") and more particularly described as follows:

The South Half of Lot Numbered Four (4), Block 13 in Hobart Park Addition to Hobart, as shown in Plat Book 12 Page 30 in the Office of the Recorder of Lake County, Indiana.

The Grantor defaulted in the payments due on said note and is unable to meet the obligations of said note and mortgage according to the terms thereof. The said Grantor is the party who made, executed and delivered that certain deed to Wells Fargo Bank National Association, dated _____, 2016, conveying the above described property. The said Grantor hereby acknowledges, agrees and certifies that the aforesaid deed was executed of Grantors' own free and voluntary act and accepted by Grantee at the request of Grantor. The said Grantor hereby acknowledges, agrees and certifies that the aforesaid Deed was an absolute conveyance of the Grantor rights, title and interest in and to said real estate, together with all buildings thereon and appurtenances thereunto belonging and appertaining, and with release of all homestead rights in and to said real estate, and also convey, transfer and assign the Grantor right of possession, rentals and equity of redemption in and to said premises. Notwithstanding any language to the contrary contained in the Warranty Deed, Grantor, hereby acknowledges that the fee granted therein shall not merge with the lien of the Mortgage.

Grantor hereby assigns to Grantee any hazard insurance policy now in effect on said property and further assigns to Grantee the right to receive payment of any claim payable under the terms of said policy including any premium refund now or hereafter payable. Grantor further waives any right, title, or interest to any escrowed funds and/or any refunds of pre-paid expenses. Grantor further acknowledges, warrants and certifies that Grantor is not obligated upon any bond or other mortgage whereby any lien has been created or exists against the property described in the Deed. Grantor in executing the Deed was acting with the advice or opportunity for advice of counsel and was not acting under any duress, undue influence, misapprehension, or misrepresentation by Grantee, its agent or attorney or other representative of Grantee.

The Grantor further acknowledges, agrees and certifies that Grantor has had legal rights in this transaction explained to them, or had the opportunity for explanation, and that Grantor has full knowledge of the fact that Grantor would have had a time period in which to redeem, had the Mortgage been foreclosed. This affidavit has been made for the protection and benefit of the aforesaid Grantee in said Deed, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described therein, and shall bind the respective heirs, executors, and administrators and assigns of the undersigned.

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The Grantor further acknowledges that Section 1445 of the Internal Revenue Code of 1954, as amended, provides that a transferee of a United States real property interest must withhold tax if the seller is a foreign person, and that Grantor is not a foreign person(s) or nonresident alien(s) for purposes of United States income taxation, as such terms are defined in the United States Internal Revenue Code of 1954, as amended, and the United States Treasury Department Income Tax Regulations in effect as of the date of this Agreement;

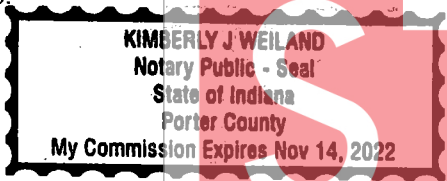
Marco A. Pagan
Marco A. Pagan

STATE OF IN)
COUNTY OF LAKE)

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Before me, a Notary Public in and for said County and State, personally appeared Marco A. Pagan, who acknowledged the execution of the foregoing Estoppel Affidavit, and who, having been sworn, stated that the representations therein contained are true and correct, to the best of their knowledge, information and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this 18 day of May, 2016.



Kimberly J. Weiland
NOTARY PUBLIC
Kimberly J. Weiland
(Typed or Printed)

My Commission Expires: Nov 14, 2022
My County of Residence: Porter



This instrument was prepared by SUSAN M. WOOLLEY, Attorney at Law. 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.

Senia Mills
Senia Mills, Feiwell & Hannoy, P.C.