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2017 006703

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2017 JAN 31 AM 8:55
MICHAEL B. BROWN
RECORDER

After Recording Return To:
Old Republic Servicing Solutions
Attn: Recording Department
681 Andersen Dr, Foster Plaza Bldg 6-6th Fl
Pittsburgh, Pennsylvania 15220

**ESTOPPEL AFFIDAVIT TO ACCOMPANY
DEED IN LIEU OF FORECLOSURE**

State of Indiana
County of Marion



THE UNDERSIGNED, Shirley A. Nance, ("Borrower")
after having been first duly sworn, upon oath, state and affirm the following to-wit:

1. That on October 2nd, 2010, for good and valuable consideration, Borrower duly executed and delivered a certain Promissory Note ("Note"), made payable to the order of New Day Financial LLC, ("Lender"), in the original principal amount of \$ 181,500.00, 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 13th day of October, 2010, in Book N/A, Page N/A, Instrument No. 2010-059333, and assigned to Champion Mortgage Company by an Assignment recorded in Book N/A, Page N/A, Instrument No. 2012-066142, 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: 548 Vanderburg Street, Gary, Indiana 46403

TAX KEY NO.: 45-05-33-403-007.000-004

AMOUNT \$ 21-
CASH _____ CHARGE _____
CHECK # 123634883,
OVERAGE 123635652
COPY _____
NON-COM _____
CLERK BM

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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 Old Republic National Title Insurance Company effective date of August 31st, 2016 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 Champion Mortgage Company

of the property and as the holder of the rights, title, and interest formerly held by Shirley A. Nance

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.

Shirley A. Nance
Shirley A. Nance _____ -Borrower

_____-Borrower _____ -Borrower

DATED this 28th day of December, 2016

The foregoing was subscribed and sworn to before me in the County of Marion, and State of Indiana, this 28 day of December 2016.

(Seal)



[Signature]
Notary Signature
Notary Public, State of Indiana
My Commission Expires: 3-15-2024
County of Residence: Marion

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

CONDITIONAL DELIVERY OF DEED
(to be attached to the Estoppel Affidavit)

It is understood and agreed by Grantor that the deed to Champion Mortgage Company

("Grantee"), mentioned in the Estoppel Affidavit delivered together herewith, is intended to convey a marketable title free and clear of all liens or encumbrances, that the Grantee intends to have the title and condition of said premises examined before finally accepting said deed; and, that the Grantee, in its sole discretion, reserves the right to reject said deed, and to have the holder of the Note and the Mortgage/Deed of Trust/Security Deed proceed with foreclosure and assert all of the rights of the holder under the Note and Mortgage/Deed of Trust/Security Deed described in the first paragraph of said Estoppel Affidavit.

Signed this 28 day of Nov, 2016
This Document is the property of the Lake County Recorder!

Shirley A. Nance
Shirley A. Nance -Grantor

-Grantor

-Grantor

-Grantor



Loan No.: 1052480
Investor No.: 1904005284

EXHIBIT "A"

SITUATED IN THE COUNTY OF LAKE, STATE OF INDIANA:

LOT 71 (EXCEPT THE SOUTH 11 FEET THEREOF), POTTAWATTAMIE PARK, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 34, PAGE 63, IN LAKE COUNTY, INDIANA.

TAX ID NO: 45-05-33-403-007.000-004

BEING THE SAME PROPERTY CONVEYED BY QUIT CLAIM DEED
GRANTOR: SHIRLEY A. NANCE F/K/A SHIRLEY A. PORTER DUNCAN
GRANTEE: SHIRLEY A. NANCE
DATED: 10/02/2010
RECORDED: 10/13/2010
DOC#/BOOK-PAGE: 2010-059332

ADDRESS: 548 VANDERBURG STREET, GARY, IN 46403

