

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 007005

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MICHAEL B. BROWN
RECORDER

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ESTOPPEL AFFIDAVIT AND AFFIDAVIT OF NON-FOREIGN STATUS

THIS AFFIDAVIT, Made this 11th day of January, 2017, by Dennis L. Maginot and Cynthia L. Maginot, husband and wife, hereinafter referred to as Grantors,

WITNESSETH:

That the Grantors did, on May 12, 2009, execute and deliver a certain promissory note in the principal sum of \$102,000.00, the indebtedness thereunder secured by a mortgage dated May 12, 2009, and duly perfected upon recordation in the Recorder's Office of Lake County, State of Indiana, May 27, 2009, as Instrument No. 2009 035272 in the Office of the Recorder of Lake County, encumbering the real estate commonly known as 4612 W 73rd Ave, Merrillville, IN 46410-4238 (hereinafter "Mortgage") and more particularly described as follows:

That part of the Southwest 1/4 of the Northwest 1/4 of Section 18, Township 35 North, Range 8 West of the 2nd P.M., described as follows: Beginning at a point on the South line of the Northwest 1/4 of said Section 18, which is 208.3 feet East of the Southwest corner of said Northwest 1/4; thence North parallel to the West line of said Northwest 1/4, a distance of 286 feet; thence East parallel to the South line of said Northwest 1/4, a distance of 60 feet; thence South parallel to the West line of said Northwest 1/4, a distance of 286 feet; thence West along the South line of said Northwest 1/4, a distance of 60 feet to the point of beginning, in Lake County, Indiana.

The Grantors defaulted in the payments due on said note and are unable to meet the obligations of said note and mortgage according to the terms thereof. The said Grantors are the party who made, executed and delivered that certain deed to Federal Home Loan Mortgage Corporation, dated 1-11, 2017, conveying the above described property. The said Grantors hereby acknowledge, agree and certify that the aforesaid deed was executed of Grantors' own free and voluntary act and accepted by Grantee at the request of Grantors. The said Grantors hereby acknowledge, agree and certify that the aforesaid Deed was an absolute conveyance of the Grantors 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 Grantors right of possession, rentals and equity of redemption in and to said premises. Notwithstanding any language to the contrary contained in the Warranty Deed, Grantors, hereby acknowledge that the fee granted therein shall not merge with the lien of the Mortgage.

Grantors hereby assign to Grantee any hazard insurance policy now in effect on said property and further assign 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. Grantors further waive any right, title, or interest to any escrowed funds and/or any refunds of pre-paid expenses. Grantors further acknowledge, warrant and certify that Grantors are not obligated upon any bond or other mortgage whereby any lien has been created or exists against the property described in the Deed. Grantors in executing the Deed were acting with the advice or opportunity for advice of counsel and were not acting under any duress, undue influence, misapprehension, or misrepresentation by Grantee, its agent or attorney or other representative of Grantee.

The Grantors further acknowledge, agree and certify that Grantors have had legal rights in this transaction explained to them, or had the opportunity for explanation, and that Grantors have full knowledge of the fact that

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Grantors 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.

The Grantors further acknowledge 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 Grantors are 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;

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Dennis L. Maginot
Cynthia L. Maginot

STATE OF INDIANA)
COUNTY OF PORTER) SS.

Before me, a Notary Public in and for said County and State, personally appeared Dennis L. Maginot and Cynthia L. Maginot, husband and wife, 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 11th day of January 2017.

Crystal Frost Doering
NOTARY PUBLIC
Crystal Frost Doering
(Type or Printed)



My Commission Expires: 11-14-24
My County of Residence: Porter

This instrument was prepared by LEANNE S. TITUS, 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.