

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2017 043382

2017 JUL 14 PM 2: 47

Return to: Document Recording Services P.O. Box 3008 Tallahassee, FL 32315-3008 MICHAEL B. BROWN RECORDER

**DEED IN LIEU OF FORECLOSURE** 

REF133570602A

KNOW ALL MEN BY THESE PRESENTS, that MICHAEL LEE, A SINGLE PERSON, hereinafter called Grantor, for \$239,058.98 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto WELLS FARGO BANK, NA SUCCESSOR BY MERGER TO WACHOVIA MORTGAGE CORPORATION, whose mailing address is ONE HOME CAMPUS, MAC F2303-03R, DES MOINES, IA 50328, hereinafter called Grantee, and unto Grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in the County of LAKE, State of Indiana, described as follows:

LOT 327 IN SOUTHBROOK UNIT NO. 5, IN THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 63 PAGE 50, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

ADDRESS: 7361-7367 BIGGER STREET, MERRILLVILLE, IN 46410 CIAL!

PARCEL NO.: 45-12-18-402-002.000 Document is the property of

Being the same property conveyed to Michael Lee by Warranty Deed from Lighthouse Property Group, LLC, dated April 29, 2005, recorded May 9, 2005, in Instrument No. 2005 037194, in the Office of the Recorder of Lake County, Indiana.

To have and to hold the same unto the said Grantee's and Grantee's successors and assigns forever.

This deed is absolute in effect and conveys fee simple title of the premises above described to the Grantce and does not operate as a mortgage, deed of trust or security of any kind.

This deed does not effect a merger of the fee ownership and the lien of the mortgage described below. The fee and lien shall hereafter remain separate and distinct.

By acceptance and recording of this deed, Grantee covenants and agrees that it shall forever forebear taking any action whatsoever to collect against Grantor on the obligations which are secured by the mortgage (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceeding to foreclose that mortgage, Grantee shall not seek, obtain or permit a deficiency judgment against Grantor, Grantor's heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the event that Grantor attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to Grantee.

Grantor does hereby assign and transfer to Grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage described below.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of Grantee, Grantee's agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made.

## SEE ESTOPPEL AFFIDAVIT ATTACHED AS EXHIBIT "A"

The true and actual consideration for this transfer consists of \$239,058.98 and Grantee's waiver of its right to bring an action against Grantor based on the promissory note secured by the mortgage hereinafter described and agreement not to name the Grantor as a party to a foreclosure action as stated above with respect to that certain mortgage executed on 09/15/2007, by MICHAEL LEE, UNMARRIED, in favor of WACHOVIA MORTGAGE CORPORATION, and recorded 10/03/2007 as Instrument No. 2007 078829, among the real property records in the Office of the Recorder of LAKE County, Indiana.

DULY ENTERED FOR TAXATION SUBJECT

ULY ENTERED FOR TAXATION SUBJECT FINAL ACCEPTANCE FOR TRANSFER

Page 1 of 4, PARCEL NO. 45-12-18-402-002.000-030

JUL 14 2017

JOHN E. PETALAS
LAKE COUNTY AUDITOR 03115

L 14 2017

In construing this deed and where the context so requires, the singular includes the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 15 day of June . 20 17. STATE OF COUNTY OF Before me, a Notary Public in and for said County and State personal papeared SICHAEL LEE, who acknowledged the execution of the foregoing Deed in Lieu of Foreclosure and who, having been duly sworn, stated that any representations therein contained are true. Witness my hand and Notarial Seal tashis Document is the property of 20 the Lake County Recorder! (seal) COREY D MILSAP Notary ID #131038624 Notary Public My Commission Expires Printed Name: March 10, 2021 County: My Commission Expires: This instrument was prepared by JESSICA BECERRA, BC LAW 1181 CALIFORNIA AVE., STE 175A CORONA, CA 92881 I affirm, under the penalties for perjury, that have taken reasonable reduct each Social Security number in this document,

Grantee's mailing address is ONE HOME CAMPUS, MAC F2303-03R, DES MOINES, IA 50328

After recording, return to: STEWART TITLE COMPANY, 601 CANYON DR, STE 100, COPPELL, TX, 75019

unless required by law. JESSICA BECERRA

## Exhibit "A" ESTOPPEL AFFIDAVIT

STATE OF	Texas	)
	0110	) SS.
COUNTY OF_	Vallas	)

LOT 327 IN SOUTHBROOK UNIT NO. 5, IN THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 63 PAGE 50, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Being the same property conveyed to Michael Lee by Warranty Deed from Lighthouse Property Group, LLC, dated April 29, 2005, recorded May 9, 2005, in Instrument No. 2005 037/194, in the Office of the Recorder of Lake County, Indiana.

ADDRESS: 7361-7367 BIGGER STREET, MERRIDOCUSTOETTS

PARCEL NO.: 45-12-18-402-002.000-030 NOT OFFICIAL!

That the aforesaid deed was intended to be and vas on absolute to reprince of the title to said of mises to WELLS FARGO BANK, NA SUCCESSOR BY MERGER TO WACHOVIA MORTGAGE CORPORATION and was not and is not now intended as a mortgage, trust conveyance, or security of any kind data was intended as Grantor in said deed to convey, and by said deed the affiant did convey to WELLS FARGO BANK, NA SUCCESSOR BY MERGER TO WACHOVIA MORTGAGE CORPORATION, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to WELLS FARGO BANK, NA SUCCESSOR BY MERGER TO WACHOVIA MORTGAGE CORPORATION.

That in the execution and delivery of said deed the affiants were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

That the aforesaid deed was not given as a preference against any other creditors of the deponents or either of them; that at the time it was given there was no other person or persons, firms or corporations, other than WELLS FARGO BANK, NA SUCCESSOR BY MERGER TO WACHOVIA MORTGAGE CORPORATE While the first that this deponent is solvent and has no other creditors whose tents would be prejudiced by such conveyance, and that deponent is not obligated upon any bond or mortgage or other security extereby any lies has been created or exists against the premises described in said deed.

That the consideration for said deed was and is payment to afficiate of the sucrof \$239,058.98 by WELLS FARGO BANK, NA SUCCESSOR BY MERGER TO WACHOVIA MORTGACE CORPORATION and WELLS FARGO BANK, NA SUCCESSOR BY MERGER TO WACHOVIA MORTGACE CORPORATION's agreement to forbear taking any action against affiant to collect on the obligations secured by the mortgage described below, other than by foreclosure of that mortgage and to not seek, obtain or permit a deficiency judgment against affiant in such foreclosure action. The mortgage referred to herein was executed by MICHAEL LEE, UNMARRIED, to WACHOVIA MORTGAGE CORPORATION, on 09/15/2007, and recorded on 10/03/2007 as Instrument No. 2007 078829, among the real property records in the Office of the Recorder of LAKE, County, State of Indiana. At the time of making said deed in lieu of foreclosure affiant believed and now believes that the aforesaid consideration therefore represents the fair value of the property so deeded, or more.

This affidavit is made for the protection and benefit of WELLS FARGO BANK, NA SUCCESSOR BY MERGER TO WACHOVIA MORTGAGE CORPORATION, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

That affiant 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.

I/WE (THE GRANTORS) UNDERSTAND THAT I/WE HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. I/WE HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE. Dated: June 15, 2017 Subscribed and sworn to before me this Notary Public Printed Name: the Lake County Recorder County: 2021 My Commission Expires: \_/\l This instrument was prepared by JESSICA BECERRA, BC LAW 1181 CALIFORNIA AVE., STE 175A CORONA, CA 92881 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. JESSICA BECERRA

STE 100, COPPELL TX 75019

After recording, return to: STEWART TITLE COMPAN