2017 044641

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2017 JUL 19 AM 8: 45

MICHAEL B. BROWN RECORDER

Mail Tax Statements To:

P.O. Box 650043, Dallas TX 5265, OF FICIAL!

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6409 Congress Avenue, Suite 100

Boca Raton, FL 33487 (561)241-690

Parcel Number of APN: 45-15-26-402-001:000

DEED IN LIEU OF FORECLOSURE

KNOWN ALL MEN BY THESE PRESENTS that MICHAEL D. BLINK and LINDSAY BLINK, a married couple, hereinafter called grantors for \$1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto EXDERAL NATIONAL MORTGAGE ASSOCIATION, whose tax mailing address is P.O. Box 650043, Dallas TX 75265, 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 Lake County. Indiana, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION

SEE EXHIBIT "B" ATTACHED HERETO AS ESTOPPEL AFFIDAVIT

COMMONLY known as: 13715 MORSE, CEDAR LAKE, IN 46303

To have and to hold the same unto the said grantee 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 grantee and does not operate as a mortgage, deed of trust or security of any kind.

DULY-ENTERED FOR TAXATION SUBJECT FINAL ACCEPTANCE FOR TRANSFER

025601

JUL 18.2017

JOHN E. PETALAS LAKE COUNTY AUDITOR to the 35,38

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, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made in accord with the Estoppel Affidavit attached hereto as Exhibit B.

<u>Consideration</u>. This Deed in Lieu of Foreclosure relates to real property secured by the following mortgage(s) or deed(s) of trust:

SEE EXHIBIT "C" ATTACHED HERETO FOR DESCRIPTION OF MORTGAGE OR

Deed of Trust

Document is

No Merger. Grantor agrees and acknowledges that its entry into this Deed and the other documents contemplated hereby shall not result in a merger of Assignee's interest under the Deed of Trust with Grantee's interest under the Deed. The terms, covenants, representations, and warranties of this Agreement shall not intered into the Deed but shall survive the close of the transaction contemplated hereby.

the Lake County Recorder!

In construction this deed and where the context so requires, the singular included 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.

Representations and Warranties. Grantor represents, warrants, and acknowledges that:

- (a) it is in default of its obligations under the Loan and the Note and that the unpaid principal balance thereof together with interest thereuped is immediately due and payable to <u>FEDERAL</u> <u>NATIONAL MORTGAGE ASSOCIATION</u> without offset, defense, or counterclaim;
- (b) the Note and the Deed of Trust or Mortgage are valid and binding agreements enforceable in accordance with their terms;

Advice of Counsel. Grantor hereby agrees, teplesents, and warrants that it has had advice of competent counsel of its own choosing, or has willingly forgone advice of counsel, in negotiations for and the preparation of this Deed, that it has read this Deed or has had the same read to it by its counsel, that it has had this Deed fully explained by such counsel, and that it is fully aware of its contents and legal effect.

RIGHT TO FORECLOSE

TRANSFEROR AGREES AND ACKNOWLEDGES THAT NOTHING CONTAINED HEREIN SHALL AFFECT, AND TRANSFEREE HEREBY EXPRESSLY RESERVES, THE RIGHT TO FORECLOSE THE "MORTGAGE", "DEED TO SECURE DEBT" OR "DEED OF TRUST" BY JUDICIAL OR, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONJUDICIAL FORECLOSURE AND, IN CONNECTION WITH

Property Address: 13715 MORSE, CEDAR LAKE, IN 46303

ANY SUCH FORECLOSURE, TRANSFEROR AND/OR GUARANTOR MAY, IN TRANSFEREE'S SOLE DISCRETION, BE NAMED AS A PARTY DEFENDANT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRANSFEROR SHALL AGREE TO ANY CONSENT TO JUDGMENT (OR SIMILAR PROCESS) AVAILABLE TO TRANSFEREE, AND TRANSFEREE WILL BE PERMITTED TO SEEK, OBTAIN, AND SATISFY A JUDGMENT IN ANY SUCH FORECLOSURE PROCEEDINGS, PROVIDED, HOWEVER, THAT TRANSFEROR AND GUARANTOR SHALL NOT BE PERSONALLY LIABLE FOR SATISFACTION OF SUCH JUDGMENT. IF TRANSFEREE PURSUES ITS RIGHTS UNDER THIS SECTION, IT MAY DETRIMENTALLY AFFECT TRANSFEROR'S CREDIT RATING.



Property Address: 13715 MORSE, CEDAR LAKE, IN 46303

WITNESS the hand of said Grantor this, day of, 2017.
MICHAEL D. BLINK MICHAEL D. BLINK LINDSAY BLINK
STATE OF INDIANA COUNTY OF HENDERES
The foregoing instrument was acknowledged before me on , 2017 by MICHAEL D. BLINK and LINDSAY BLINK who are personally known to me or have produced as identification, and furthermore, the aforementioned persons have acknowledged that their signatures were their free and voluntary act for the purposes set forth in this instrument. COREY R GOERS This instrument prepared by: Jay A. Rosenberg, Esq., and Jacqueline Meyer Goldman, Esq.,
(Indiana Bar Number: 22724-53), Rosenberg LPA, Attorneys At Law, 3805 Edwards Road, Suite 550, Cincinnati, Ohio 45209 (513) 247-9605 Fax: (866) 611-0170.
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EXHIBIT A (LEGAL DESCRIPTION)

LOTS 5 AND 6, IN H.M. WALLS CEDAR LAKE SUBDIVISION TO CEDAR LAKE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 17, PAGE 11, IN THE OFFICE OF THE RECORDED OF LAKE COUNTY, INDIANA



Property Address: 13715 MORSE, CEDAR LAKE, IN 46303