

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 AUG -1 AM 10:18

MICHAEL B. BROWN
RECORDER

AFTER RECORDING RETURN TO:
DOCUMENT PROCESSING SOLUTIONS, INC
590 W. LAMBERT RD.
BREA, CA 92821

2017 047602



DEED IN LIEU OF FORECLOSURE

TITLE OF DOCUMENT

1085456201
Order No. 10975783
Reference No. 7441486719

KNOWN ALL MEN BY THESE PRESENTS, that **Paul Cagle and Barbara Cagle, husband and wife**, whose mailing address is 5706 Holmes Avenue, Portage, Indiana 46368 (Phone: 219-712-5312), hereinafter called grantor, for \$28,000.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **The Bank of New York Mellon Trust Company, National Association FKA The Bank of New York Trust Company, N.A. as Successor to JPMorgan Chase Bank, N.A., as Trustee for Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through Certificates Series 2006-RZ3**, whose mailing address is First Bank Post Office Box 25370, Santa Ana, California 92799 (Phone: 212-495-1754), 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 Lake County, Indiana, described as follows:

LOT NUMBERED THREE (3) IN BURR ACRES SUBDIVISION AS SHOWN ON THE RECORDED PLAT/MAP THEREOF IN PLAT BOOK 24, PAGE 2 OF LAKE COUNTY RECORDS.

This being the identical property conveyed to the GRANTOR herein by Deed from Donald Martin, Surviving Spouse of Eva Martin, Deceased dated May 5, 2006, recorded May 15, 2006 and filed in Instrument 2006 041097

This Instrument filed for record by First American Title Company as an accommodation only. It has not been examined as to its execution or as to its effect upon title.

COMMONLY known as: 3316 Burr Street, Gary, Indiana 46406

Assessor's Parcel Number: 45-07-24-326-007.000-003 / 414901210003

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.

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 forbear taking any action whatsoever to collect against grantor on the obligations which are secured by the mortgage/deed of trust (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceedings to foreclosure that mortgage, grantee shall not seek, obtain or permit a deficiency judgment against grantors, their heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the even 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, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made.

The true and actual consideration for this transfer consists of 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 stated above with respect to that certain mortgage bearing the date of May 5, 2006, by grantor in favor of **Mortgage Electronic Registration Systems, Inc. as Nominee for BWM Mortgage, LLC**, and recorded at Doc. No. 2006 041098 real property records of Lake County, Indiana on the May 16, 2006; and according to public record the beneficial interest of the Mortgage

DULY ENTERED FOR TAXATION SUBJECT
FINAL ACCEPTANCE FOR TRANSFER

JUL 28 2017

JOHN E. PETALAS
LAKE COUNTY AUDITOR

040923



OK 25
244359
5.00 copies

was assigned to **The Bank of New York Mellon Trust Company, National Association FKA The Bank of New York Trust Company, N.A. as Successor to JPMorgan Chase Bank, N.A., as Trustee for Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through Certificates Series 2006-RZ3** by assignment recorded February 28, 2017; as Instrument No. 2017 012080.

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.

IN WITNESS whereof, Grantor has executed this deed this 25th day of June, 2017

Paul Cagle
Paul Cagle

Barbara Cagle
Barbara Cagle

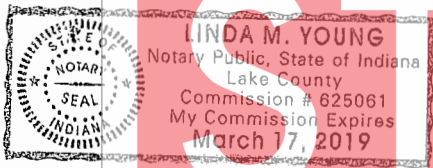
ACKNOWLEDGMENT

STATE OF INDIANA
COUNTY OF LAKE

Document is
NOT OFFICIAL!
This document is the property of
the Lake County Recorder!

Before me, a Notary Public in and for said County and State, personally appeared **Paul Cagle and Barbara Cagle** who acknowledged the execution of the foregoing **Quitclaim Deed** this 25th day of June, 2017.

Linda M. Young
Notary Public (Signature)



Linda M. Young
Notary Public (Printed Name)
My Commission Expires: MARCH 17, 2019
County of Residence: LAKE

Grantee's Address and Tax Billing Address:
The Bank of New York Mellon Trust Company
First Bank Post Office Box 25370
Santa Ana, California 92799



This instrument was prepared by:
Patrick Chapin, Esq.
9041 South Pecos Road, #3900
Henderson, Nevada 89074

This instrument was prepared by **Patrick Chapin, Esq.** 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.
Patrick Chapin, Esq.

EXHIBIT "B"
ESTOPPEL AFFIDAVIT

STATE OF Indiana
COUNTY OF Lake

Paul Cagle and Barbara Cagle, husband and wife, being first duly sworn, depose and say: "That they are the identical parties who made, executed, and delivered that certain Deed in Lieu of Foreclosure to **The Bank of New York Mellon Trust Company, National Association FKA The Bank of New York Trust Company, N.A. as Successor to JPMorgan Chase Bank, N.A., as Trustee for Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through Certificates Series 2006-RZ3**, dated the 25 day of June, 2011, conveying the following described property, to-wit:

LOT NUMBERED THREE (3) IN BURR ACRES SUBDIVISION AS SHOWN ON THE RECORDED PLAT/MAP THEREOF IN PLAT BOOK 24, PAGE 2 OF LAKE COUNTY RECORDS.

Parcel ID # **45-07-24-326-007.000-003 / 414901210003**

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to **The Bank of New York Mellon Trust Company, National Association FKA The Bank of New York Trust Company, N.A. as Successor to JPMorgan Chase Bank, N.A., as Trustee for Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through Certificates Series 2006-RZ3**, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiants as grantors in said deed to convey, and by said deed these affiants did convey to **The Bank of New York Mellon Trust Company, National Association FKA The Bank of New York Trust Company, N.A. as Successor to JPMorgan Chase Bank, N.A., as Trustee for Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through Certificates Series 2006-RZ3**, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **The Bank of New York Mellon Trust Company, National Association FKA The Bank of New York Trust Company, N.A. as Successor to JPMorgan Chase Bank, N.A., as Trustee for Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through Certificates Series 2006-RZ3**;

That in the execution and delivery of said deed 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 aforesaid deed was not given as a preference against any other creditor or 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 **The Bank of New York Mellon Trust Company, National Association FKA The Bank of New York Trust Company, N.A. as Successor to JPMorgan Chase Bank, N.A. as Trustee for Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through Certificates Series 2006-RZ3**, who have interest, either directly or indirectly, in said premises; that these deponents are solvent and have not other creditors whose rights would be prejudiced by such conveyance, and that deponents are not obligated upon any bond or mortgage or other security whereby any lien has been created or exists against the premises described in said deed.

That the consideration for said deed was and is payment to affiants of the sum of \$28,000.00 by **The Bank of New York Mellon Trust Company, National Association FKA The Bank of New York Trust Company, N.A. as Successor to JPMorgan Chase Bank, N.A., as Trustee for Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through Certificates Series 2006-RZ3**, and **The Bank of New York Mellon Trust Company, National Association FKA The Bank of New York Trust Company, N.A. as Successor to JPMorgan Chase Bank, N.A., as Trustee for Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through Certificates Series 2006-RZ3**, agreement to forebear taking any action against affiants 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 affiants in such foreclosure action. The mortgage referred to herein, document dated by the undersigned to **Mortgage Electronic Registration Systems, Inc. as Nominee for BWM Mortgage, LLC**, bearing the date of May 5, 2006, and recorded at Doc. No. 2006 041098 real property records of Lake County, Indiana; and according to public record the beneficial interest of the Mortgage was assigned to **The Bank of New York Mellon Trust Company, National**

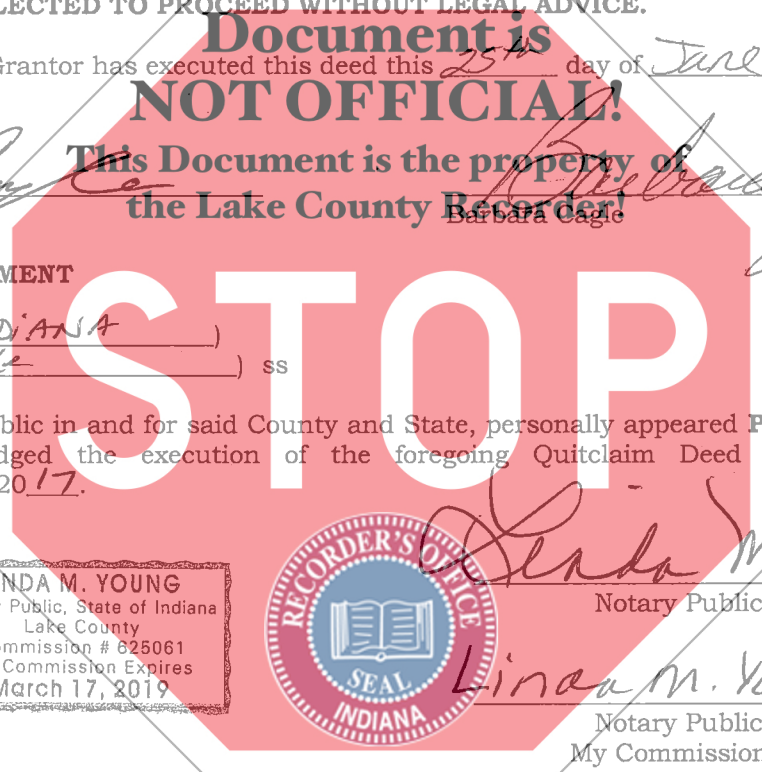
Association FKA The Bank of New York Trust Company, N.A. as Successor to JPMorgan Chase Bank, N.A., as Trustee for Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through Certificates Series 2006-RZ3 by assignment recorded February 28, 2017; as Instrument No. 2017 012080. At the time of making said deed in lieu of foreclosure affiants believed and now believe 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 The Bank of New York Mellon Trust Company, National Association FKA The Bank of New York Trust Company, N.A. as Successor to JPMorgan Chase Bank, N.A., as Trustee for Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through Certificates Series 2006-RZ3, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

That affiants, and each of them 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.

WE (THE BORROWERS) UNDERSTAND THAT WE HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. WE HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

IN WITNESS whereof, Grantor has executed this deed this 25th day of June, 2017



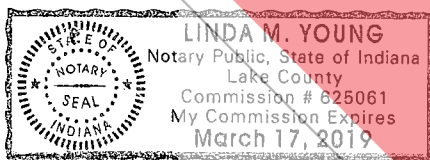
Paul Cagle
Paul Cagle

Barbara Cagle
Barbara Cagle

ACKNOWLEDGMENT

STATE OF INDIANA
COUNTY OF LAKE) ss

Before me, a Notary Public in and for said County and State, personally appeared **Paul Cagle and Barbara Cagle** who acknowledged the execution of the foregoing Quitclaim Deed this 25 day of June, 2017.



Linda M. Young
Notary Public (Signature)

Linda M. Young
Notary Public (Printed Name)
My Commission Expires: MARCH 17, 2019
County of Residence: LAKE

Prepared By:
Patrick Chapin, Esq.
9041 South Pecos Road, #3900
Henderson, Nevada 89074
Phone: 702-736-6400

This instrument was prepared by **Patrick Chapin, Esq.** 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.
Patrick Chapin, Esq.