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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 081811

2017 DEC -4 AM 8:50

DEED IN LIEU OF FORECLOSURE

TITLE OF DOCUMENT

MICHAEL B. BROWN
RECORDER

KNOWN ALL MEN BY THESE PRESENTS, that **Jeffrey M. Toth, surviving spouse of Tammara R. Roth, also known as Tamara Rose Toth**, hereinafter called grantor, for \$10.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not in its individual capacity but solely in its capacity as Owner Trustee of Matawin Ventures Trust Series 2016-2**, 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:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

This being the identical property conveyed to the GRANTOR herein by Deed from John J. Rosandich and Helen A. Rosandich, husband and wife dated October 12, 1990, recorded October 22, 1990 and filed in Instrument No. 130388.

COMMONLY known as: 310 West 54th Avenue, Merrillville, Indiana 46410

Assessor's Parcel Number 4512-04-228-013-000-003

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

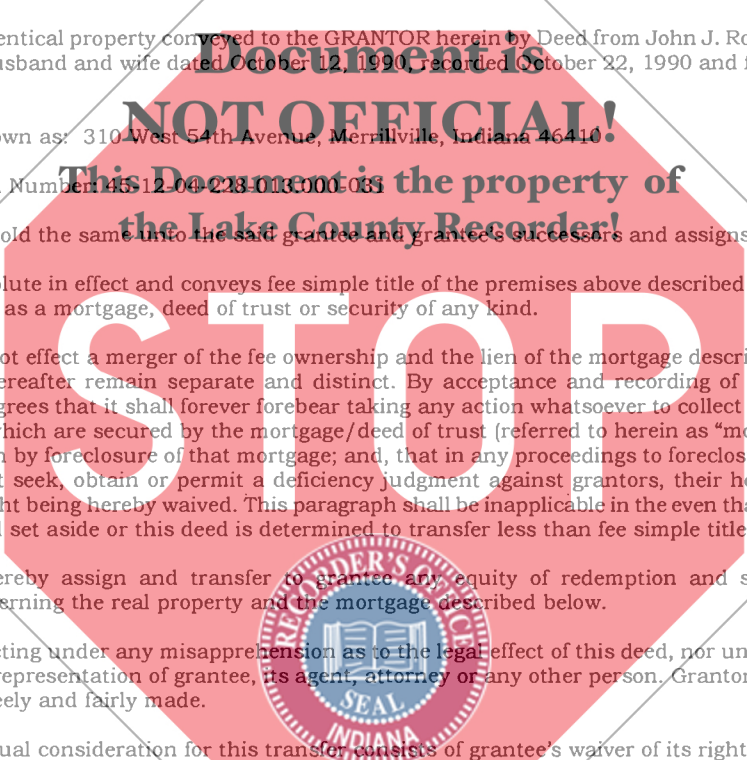
This deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

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 forebear 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 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, 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 October 12, 1990, by grantor in favor of **Lake Mortgage Company, Inc.**, and recorded as Instrument No. 128868 real property records of Lake County, Indiana on the October 22, 1990; and according to public record the beneficial interest of the mortgage was assigned to **Calumet Securities Corporation, its successors and assigns, an Indiana corporation**, by assignment recorded October 16, 1990, as Instrument No. 128869, and assigned to **Government National Mortgage Association**, by assignment recorded August 6, 2002, as Instrument No. 2002 070012, and assigned to **Bank of America, N.A.**, by assignment recorded November 21, 2013, as Instrument No. 2013 086983, and assigned to **Carrington Mortgage Services, LLC**, by assignment recorded November 9, 2015, as Instrument No. 2015 075104, and assigned to **Secretary of Housing and Urban Development**, by assignment recorded November 18, 2016, as Instrument No. 2016 078345, and assigned to **Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not in its individual capacity but solely in its capacity as Owner Trustee of Matawin Ventures Trust Series 2016-2**, by assignment recorded November 18, 2016, as Instrument No. 2016078346.



DULY ENTERED FOR TAXATION SUBJECT
FINAL ACCEPTANCE FOR TRANSFER

NOV 30 2017

JOHN E. PETALAS
LAKE COUNTY AUDITOR

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RA

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 20th day of October, 2017

Jeffrey M. Toth
Jeffrey M. Toth

ACKNOWLEDGMENT

STATE OF Indiana
COUNTY OF Lake

Before me, a Notary Public in and for said County and State, personally appeared Jeffrey M. Toth who acknowledged the execution of the foregoing Quitclaim Deed this 20th day of October, 2017.

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder

KENAN MAXEY
Seal
Notary Public - State of Indiana
Lake County
My Commission Expires Mar 21, 2023

Kenan Maxey
Notary Public (Signature)

KENAN MAXEY
Notary Public (Printed Name)
My Commission Expires: 3-21-23
County of Residence: Lake



RECORDER'S SEAL
LAKE COUNTY
INDIANA

Grantee's Address and Tax Billing Address:
Wilmington Savings Fund Society, FSB
C/o Kondaur Capital Corporation
333 South Anita Drive, Suite 400
Orange, California 92868

This instrument was prepared by:
Leila H. Hale, Esq.
9041 South Pecos Road #3900
Henderson, NV 89074
Phone: 702-736-6400

This instrument was prepared by Leila H. Hale, 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. **Leila H. Hale, Esq.**

EXHIBIT "B"
ESTOPPEL AFFIDAVIT

STATE OF Indiana
COUNTY OF Lake

Jeffrey M. Toth, surviving spouse of Tammara R. Roth, also known as Tamara Rose Toth, 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 **Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not in its individual capacity but solely in its capacity as Owner Trustee of Matawin Ventures Trust Series 2016-2**, dated the 20th day of OCTOBER, 2017, conveying the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Parcel ID # **45-12-04-228-013.000-031**

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to **Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not in its individual capacity but solely in its capacity as Owner Trustee of Matawin Ventures Trust Series 2016-2**, and was not and is not 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 **Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not in its individual capacity but solely in its capacity as Owner Trustee of Matawin Ventures Trust Series 2016-2**, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not in its individual capacity but solely in its capacity as Owner Trustee of Matawin Ventures Trust Series 2016-2**;

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 **Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not in its individual capacity but solely in its capacity as Owner Trustee of Matawin Ventures Trust Series 2016-2**, 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 \$10.00 by **Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not in its individual capacity but solely in its capacity as Owner Trustee of Matawin Ventures Trust Series 2016-2**, and **Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not in its individual capacity but solely in its capacity as Owner Trustee of Matawin Ventures Trust Series 2016-2**, agreement to forbear 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 **Lake Mortgage Company, Inc.**, bearing the date of October 12, 1990, and recorded as Instrument No. 128868 real property records of Lake County, Indiana on the October 22, 1990; and according to public record the beneficial interest of the mortgage was assigned to **Calumet Securities Corporation, its successors and assigns, an Indiana corporation**, by assignment recorded October 16, 1990, as Instrument No. 128869, and assigned to **Government National Mortgage Association**, by assignment recorded August 6, 2002, as Instrument No. 2002 070012, and assigned to **Bank of America, N.A.**, by assignment recorded November 21, 2013, as Instrument No. 2013 086983, and assigned to **Carrington Mortgage Services, LLC**, by assignment recorded November 9, 2015, as Instrument No. 2015 075104, and assigned to **Secretary of Housing and Urban Development**, by assignment recorded November 18, 2016, as Instrument No. 2016 078345, and assigned to **Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not in its individual capacity but solely in its capacity as Owner**

Trustee of Matawin Ventures Trust Series 2016-2, by assignment recorded November 18, 2016, as Instrument No. 2016078346. 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.

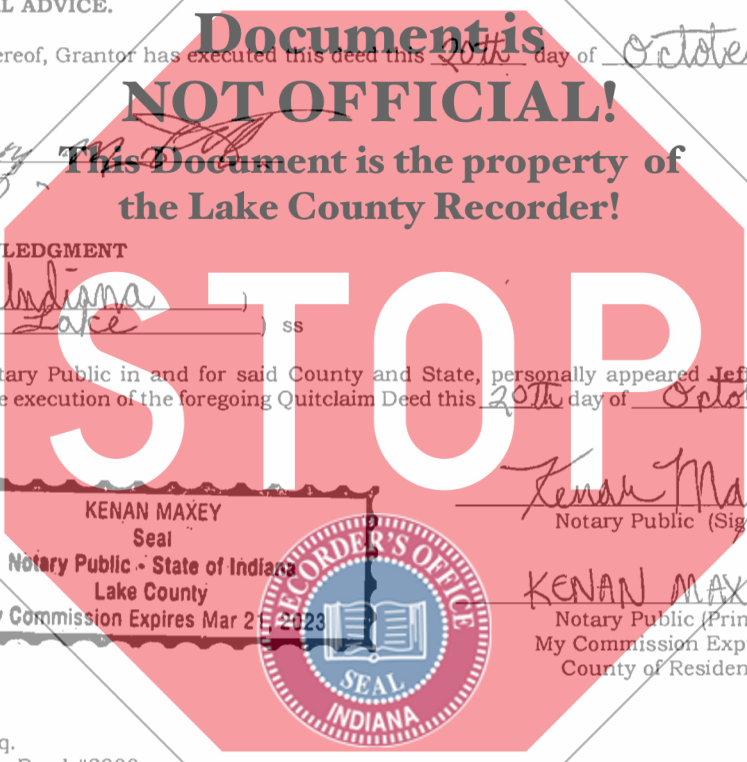
This affidavit is made for the protection and benefit of **Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not in its individual capacity but solely in its capacity as Owner Trustee of Matawin Ventures Trust Series 2016-2**, its successors and assigns, and all other parties hereafter dealing 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 20th day of October, 2017

Jeffrey M. Toth
Jeffrey M. Toth



ACKNOWLEDGMENT

STATE OF Indiana
COUNTY OF Lake) ss

Before me, a Notary Public in and for said County and State, personally appeared Jeffrey M. Toth who acknowledged the execution of the foregoing Quitclaim Deed this 20th day of October, 2017.

KENAN MAXEY
Seal
Notary Public - State of Indiana
Lake County
My Commission Expires Mar 21, 2023



Kenan Maxey
Notary Public (Signature)

KENAN MAXEY
Notary Public (Printed Name)
My Commission Expires: 3-21-23
County of Residence: Lake

Prepared By:
Leila H. Hale, Esq.
9041 South Pecos Road #3900
Henderson, NV 89074
Phone: 702-736-6400

EXHIBIT "A"
LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL ESTATE IN LAKE COUNTY, STATE OF INDIANA:

LOT SEVENTEEN (17), EXCEPT THE WEST 50 FEET THEREOF, MEASURED BY PARALLEL LINES WITH THE WESTERLY LINE OF SAID LOT 17, ALL OF LOT SIXTEEN (16) AND LOT FIFTEEN (15),

EXCEPT THE EAST 55 FEET THEREOF, MEASURED BY PARALLEL LINES WITH THE EASTERLY LINE OF SAID LOT 15, BLOCK "H", MEADOWLAND ESTATES UNIT NO. 2, AS SHOWN IN PLAT BOOK 30, PAGE 95, IN LAKE COUNTY, INDIANA.

SUBJECT TO ANY AND ALL EASEMENTS, AGREEMENTS AND RESTRICTIONS OF RECORD.

