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After Recording Return To:

**Dutton & Dutton
10325 W. Lincoln Highway
Frankfort, IL 60423**



0435039051

Doc#: 0435039051
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 12/15/2004 01:37 PM Pg: 1 of 5

Property of Cook County Clerk's Office

AGREEMENT TO ACCEPT DEED IN LIEU FORECLOSURE

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AGREEMENT TO ACCEPT DEED IN LIEU FORECLOSURE

This Agreement to Accept Deed In Lieu Of Foreclosure ("Agreement") is entered into this 12th day of October 2004, by LATONYA BATES ("LATONYA BATES"), an ILLINOIS resident.

WHEREAS LATONYA BATES borrowed monies from JP MORGAN CHASE BANK AS TRUSTEE, ASSIGNEE OF USA FUNDING CORP. ("LENDER") which loan is evidenced by a Note dated March 6, 2002 in the sum of Seventy-Four Thousand Seven Hundred and No/100 (\$74,700.00) Dollars and secured by a Mortgage against the property commonly known as 15337 SOUTH TROY, MARKHAM, IL 60426 ("Real Estate"). **WHEREAS** LATONYA BATES defaulted on said loan to LENDER and LATONYA BATES desires to convey good and complete title to the Real Estate to LENDER in satisfaction of the indebtedness.

AS AN INDUCEMENT to LENDER to accept this Agreement, LATONYA BATES makes the following representations, promises and covenants.

NOW, THEREFORE, LATONYA BATES, represents, promises and covenants as follows:

1. LATONYA BATES represents, covenants, and promises to transfer, demise and assign good title, subject solely to the exceptions listed on the commitment for title insurance issued by FIRST AMERICAN TITLE, number 740801 dated April 9, 2004, to LENDER or its nominee, and convey all ownership rights in the Real Estate to LENDER. LATONYA BATES agrees and promises to sign any and all documentation reasonably necessary to accomplish said transfer. Further, LATONYA BATES covenants, promises and represents that she has not heretofore made any assignment or transfer of her ownership rights to the Real Estate. Additionally, LATONYA BATES represents and covenants that she has not caused or permitted any acts which would cause a lien on the Real Estate including, without limitation,

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a mechanics lien against the Real Estate.

2. LATONYA BATES represents, covenants and promises that she will do whatever acts necessary reasonably to vest title in the name of LENDER, or its nominee, free and clear of any objections or liens other than unpaid real estate taxes for the tax year 2003.

3. This Agreement is entered into as a compromise between LATONYA BATES and LENDER and is motivated solely by their mutual desire to dispose of the Real Estate without further delay and expense.

4. It is expressly understood by LATONYA BATES that the validity and enforceability of this Agreement are contingent upon LATONYA BATES having made truthful representations and fulfilling her promises and covenants as stated in this Agreement and the other related documents.

5. For good and valuable consideration LATONYA BATES hereby releases LENDER and any of its agents, employees, affiliates, successors and assigns from any cause of action or other claims arising out of the subject loan, any and all escrow accounts established in connection with said loan, and the transfer of the Real Estate to LENDER.

6. For good and valuable consideration, LATONYA BATES hereby conveys and assigns to LENDER, or its nominee, all personal property remaining on or about the Real Estate on or after (10/12/2004).

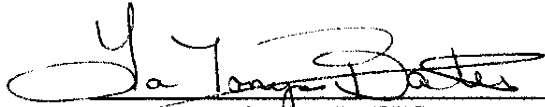
7. LATONYA BATES acknowledges that she (i) has read this Agreement and other documents in their entirety, (ii) that she fully understands its tenor and effect, and (iii) that she has discussed this Agreement and other documents with her counsel, and/or she waves her right to have this reviewed by counsel; and

8. This Agreement shall be construed under and in accordance with the laws of the State of Illinois and agrees not to contest the jurisdiction of

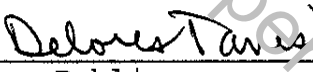
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any Court of the State Illinois which seeks to enforce the terms of this Agreement.

WHEREFORE, LATONYA BATES has signed this Agreement this 12th day of October 12, 2004 in Frankfort, Illinois.


LATONYA BATES

Subscribed and Sworn to
this 12th day October, 2004


Notary Public



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Legal Description

LOT 29 IN BLOCK 26 IN NATIONAL HOME DEVELOPERS BEL AIRE PARK, A SUBDIVISION OF THE NORTHWEST FRACTIONAL 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF INDIAN BOUNDARY LINE ACCORDING TO PLAT RECORDED MARCH 11, 1946 AS DOCUMENT 13737958, IN COOK COUNTY, ILLINOIS.

PIN: #28-13-111-005

Commonly known as : 15337 South Troy, Markham, IL 60426

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