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This instrument prepared by: Jeffrey J. Harms Trustee Management Company 10500 Barkley, Suite 100 Overland Park, KS 66212

Doc#: 0726106058 Fee: \$28.50 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds

Date: 09/18/2007 11:14 AM Pg: 1 of 3

## **ESTOPPEL AFFIDAVIT**

Dorothy Kimp, a married woman, after first being duly sworn, deposes and says:

FIRST -- That one is the identical party who made, executed and delivered a Deed to The CIT Group/Consumer Finance, Inc., a Delaware corporation ("CIT"), dated the 2/2 day of conveying the following described property, to-wit:

Lot 3 in Block 2 in William C. Wood's 2nd Palmer Park Addition being a Subdivision of the East 191 feet of the West 332.3 feet of Block 4 in Pullman Park Addition to Pullman in Section 12 Fownship 37 North, Range 14, East of the Third Principal Meridian according to the Plat thereof recorded October 13, 1905 as Document 2767873 in Cook County, Illinois.

Tax ID: 25-22-114-039-0000 Vol. 290

Commonly known as: 11322 S. Prairie Ave., Chicago, 1L 60628

This is not the homestead property of Dorothy Kimp, her space or minor children if any.

SECOND -- That prior to the above conveyance to CIT, she was the fee ewner of the above property. This property was encumbered by a Mortgage to The CIT Group/Consulter Finance, Inc., dated September 29, 2004, and recorded on October 28, 2004 as Document Number 6430214112 in the Official Records of Cook County, Illinois. This Mortgage was executed in the original amount of \$239,400.00, for which sum the affiant was personally liable.

THIRD -- That the affiant voluntarily, without any fraud, duress, or undue influence on the part of CIT, or its agents, attorneys, or employees, conveyed the above premises by Warranty Deed to CIT. The Deed was accepted by CIT subject to clear title and the terms of this Affidavit, and the Warranty Deed was executed for good and valuable consideration, including the payment to the affiant of TEN AND NO/100 DOLLARS (\$10.00) by CIT, receipt of which is hereby acknowledged, and the assumption by CIT of all unpaid taxes, both regular and special, and the release of the affiant from all personal liability for such mortgage note, taxes, interest, or any other charges whatsoever covering the property above described. Notwithstanding any language to the contrary contained in the Warranty Deed, the affiant hereby acknowledges that the fee granted therein shall not merge with the lien of the Mortgage and that the property conveyed pursuant to the Deed shall remain subject to the Mortgage without further personal

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liability to the affiant.

FOURTH -- That the Warranty Deed and conveyance from the affiant to CIT was executed as her own free and voluntary act and that the Deed was accepted at the request of the affiant. The affiant felt and still feels that, at the time of executing the Warranty Deed, that the Mortgage indebtedness and other

represented a fair value of the property so deeded. Affiant further swears that the considerations above mentioned are absolutely fair and adequate and that said affiant's indebtedness on the Mortgage above mentioned for principal and interest and the taxes which are now due on the above property is approximately the value, or greater than the value, of the property described.

FITTH -- The affiant for self, her heirs, and assigns, hereby declares that the Warranty Deed which she has executed to CIT is to be construed at all times as conveying the full title and all interest in the above property, and not as security for any debt or conditional sale. Further, there has not been, nor will be, any agreement letween the affiant and CIT for the affiant to re-purchase or lease the above property from the grantee in the above Warranty Deed.

SIXTH -- That the possession of the property was surrendered to CIT, and the property was vacated by the affiant at the time the Warranty Deed was delivered. The Deed was not given as a preference against any other creditors of the affiant. At the time the Deed was given, there was no other person or persons, firm, or corporation, other than CIT, interested either directly or indirectly in the property. The affiant is not obligated upon any bond or other Mortgage whereby any lien has been created or exists against the property described in the Deed. The affiant in executing the Deed to CIT was acting with the advice or opportunity for advice of councel and was not acting under any duress, undue influence, misapprehension, or misrepresentation by CIT, agent or attorney or other representative of CIT. It was the intention of the affiant, as grantor of the Warranty Deed, to convey and by this Deed, did convey, to CIT, grantee in the Deed, all her right, title, and interest absolutely, including her equity of redemption, in and to

The affiant further swears that she has had her legal rights in this transaction explained to her, or has had the opportunity for explanation, and that she has full knowledg to the fact that she would have had a time period in which to redeem, had the Mortgage been foreclosed.

This Affidavit is made for the protection and benefit of the grantee in the Dred, The CIT Group/Consumer Finance, Inc., its successors and assigns, and all other parties herenatur dealing with or who may acquire an interest in the property described, and shall bind the respective heirs, executors, administrators, successors, and assigns of the undersigned.

SS.

Notary Public, State of Illinois My Commission Exp. 10/05/2008

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STATE OF Illinois

COUNTY OF COOK

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## **UNOFFICIAL COPY**

SUBSCRIBED and SWORN to before me this 21 day of <b>Dorothy Kimp, a married woman</b> .	November, 2006, by
Notary Printed name Arnorda L. Novor o  Notary Public County of Residence OCK  "OFFICIAL SEAL" Amanda L. Navarro Notary Public, State of Illinois My Commission Exp. 10/05/2008	My Commission Expires:
Attantia L. Navarro Potary Public, State of Illinois My Commission Exp. 10/05/2008	C/O/T/S O/F/