

**UNOFFICIAL COPY**

Doc#: 0834010022 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/05/2008 11:10 AM Pg: 1 of 3

**ESTOPPEL AFFIDAVIT**

THIS AFFIDAVIT made this 1st day of October, 2008, by MICHAEL SLIWINSKI and ALYSON SLIWINSKI, as Beneficiaries of a certain Trust Agreement dated the 10<sup>th</sup> day April, 2007 and known as Trust Number 07-046 dated hereinafter referred to as Beneficiaries,

WITNESSETH:

That Michael Sliwinski and Alyson Sliwinski on the 30<sup>th</sup> day of March, 2007, executed and delivered a certain Promissory Note in the principal sum of Sixty Thousand Dollars (\$60,000.00) to Silver Hill Financial, LLC, a Delaware limited liability Company, Said Promissory Note is secured by a Mortgage dated March 30, 2007, and duly recorded in the Recorder's Office of Cook County, State of Illinois, as Document No. 0710226118. Said Mortgage was assigned to Bayview Loan Servicing, LLC, a Delaware limited liability company by Assignment of Mortgage dated June 6, 2007 and recorded July 9, 2007 as Document No. 0719003098 in the Recorder's Office of Cook County, Illinois. That Michael Sliwinski and Alyson Sliwinski on the 30<sup>th</sup> day of March, 2007, executed and delivered a certain Promissory Note in the principal sum of Four Hundred Eighty Thousand Dollars (\$480,000.00) to Silver Hill Financial, LLC, a Delaware limited liability company. Said Promissory Note is secured by a Mortgage dated March 30, 2007, and duly recorded in the Recorder's Office of Cook County, State of Illinois, as Document No. 0710226120. Said Mortgage was assigned to Bayview Loan Servicing, LLC, a Delaware limited liability company by Assignment of Mortgage dated June 6, 2007 and recorded July 9, 2007 as Document No. 0719003097 in the Recorder's Office of Cook County, Illinois. Said Mortgages convey the real estate located at 1650 West 57<sup>th</sup> Street, Chicago, Cook County, Illinois, and more legally described as follows:

# UNOFFICIAL COPY

-2-

## LEGAL DESCRIPTION:

Lots 25 and 26 in Block 7 in Ashland a Subdivision of the North 1/4 of the North 33 feet of the South 1/2 of the East 1/2 of the Northeast 1/4 (Except the North 167 feet thereof) in Section 18, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Permanent Index Number: 20-18-214-022-0000

That Beneficiaries have defaulted in the payments due on said Note and are unable to meet the obligations of said Note and Mortgage according to the terms thereof.

That Integra Bank N.A. as successor Trustee to Prairie Bank and Trust Company as Trustee under the provisions of a certain Trust Agreement dated the 10<sup>th</sup> day of April, 1997, and known as Trust Number 07-046 has made, executed and delivered that certain Deed to **BAYVIEW LOAN SERVICING, LLC, a Delaware Limited Liability Company** dated the 5<sup>th</sup> day of September, 2008, conveying the above described property. The said Beneficiaries hereby acknowledge, agree and certify that the aforesaid deed was an absolute conveyance of the Beneficiaries' and Trustee's right, title and interest in and to said real estate, together with all buildings thereon and appurtenances thereunto belonging and appertaining, and with release of all dower and homestead rights in and to said real estate, and also conveys, transfers and assigns the Beneficiaries' right of possession, rentals and equity of redemption in and to said premises. The value of said real estate is not in excess of the amount of said indebtedness outstanding and in consideration of the premises hereof and in consideration of such conveyance, the Beneficiaries have received a full and complete release of personal liability on said Note together with the cancellation of record by said Grantee of the Note secured by said Mortgage.

Said Deed was given voluntarily by the Beneficiaries to the Grantee, in good faith on the part of Beneficiaries and Grantee, without any fraud, misrepresentation, duress, or undue influence whatsoever, or any misunderstanding on the part of the Beneficiaries or Grantee and was not given as a preference against any other creditors of said Beneficiaries. Said Deed of conveyance shall not effect a merger of the fee title to the premises with Grantee's Mortgage lien and shall not restrict the right of the Grantee to institute foreclosure proceedings if the Grantee desires, but

**UNOFFICIAL COPY**

-3-

the conveyance by said Deed shall be and is hereby intended and understood to be an absolute conveyance and an unconditional sale, with full extinguishment of and Beneficiaries' equity of redemption, and with full release of all Beneficiaries' and Trustee's right, title and interest of every character in and to said property.

Beneficiaries hereby assign to Grantee the hazard insurance policy now in effect on said property and further assigns to Grantee the right to receive payment of any claim payable under the terms of said policy including any premium refund now or hereafter payable.

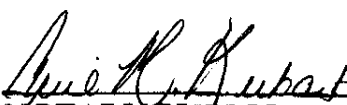
This Affidavit has been made for the protection and benefit of the aforesaid Grantee in said Deed, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described therein, and shall bind the respective heirs, executors, administrators and assigns of the undersigned.

  
MICHAEL SLIWINSKI

  
ALYSON SLIWINSKI

Subscribed and sworn to before me this 1 day of OCT, 2008.



  
NOTARY PUBLIC

PREPARED BY AND RETURN TO:

Richard L. Heavner

Heavner, Scott, Beyers & Mihlar, LLC

P.O. Box 740

Decatur, IL 62525