

# UNOFFICIAL COPY

## AFFIDAVIT OF TITLE



STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK         )

Doc#: 0912729050 Fee: \$62.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/07/2009 03:09 PM Pg: 1 of 3

The Undersigned affiant(s), being first duly sworn, on oath say and warrant to the grantee(s) hereinafter named:

### MARIO DIAZ & SYLVIA LOPEZ

1. Affiant(s) has/have an interest in the premises described below commonly known as **5636 W. 64th Street, Chicago, Illinois**, or in the proceeds thereof or are the grantor(s) in the deed dated **12-15-04**, to **MARIO DIAZ & SYLVIA LOPEZ**, grantees(s), delivered pursuant to a contract to purchase the premises dated **10-18-2004**, between **A & SL CONSTRUCTION, INC**, Seller(s), and **MARIO DIAZ & SYLVIA LOPEZ** as Buyer(s), and conveying the following described premises:

**SEE ATTACHED.**

2. Except for the contract for the purchase referred to above, no contract has been entered into by affiant(s) or to the knowledge of affiant(s), no contract exists for the sale or conveyance of the premises.

3. To the best knowledge and belief of the undersigned, there are no contracts for labor or material furnished or to be furnished to the premises that are not fully paid or otherwise provided for; and there are no security agreements or leases affecting any goods or chattels that have become attached or are to become attached to the land or any improvements thereon as fixtures that have not been fully performed, satisfied for or paid.

4. (a) The premises are now in possession of **A & SL CONSTRUCTION, INC.**, and no other person has a right to possession or claim possession of all or any part of the premises. All parties occupying the premises, or any part thereof, other than the affiant(s), are bona fide tenants only, and have no other or further interest in the premises. Said tenants have paid their rent in full to date, and no tenant has made any advance payment of rent or has paid any security deposit in connection with said tenant's occupancy or has received any concession in connection therewith, unless noted below or in the closing statement.

5. (b) Affiant shall deliver possession of the premises on or before **12-15-2004**, free and clear of any right or claim of any person except:

(Delete references that do not apply.)

6. Except for the deed referred to above, no conveyance or instrument adversely affecting the title to the premises has been executed by or on behalf of affiant(s) or to the knowledge of affiant(s) exist, and to the best knowledge and belief of the undersigned, no liens, suits, proceedings, judgments or decrees of any nature whatsoever exist adversely affecting the title to the

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premises that will survive the closing, or affecting the right, title or interest of any party therein, which are not shown in the commitment for title insurance relating to the premises dated 12-02-04, and issued by ATTORNEYS TITLE

7. All water bills against the premises, except the current bill, if prorated, have been paid, and the premiums for all insurance policies if prorated and assigned have been paid. All condominium or townhouse assessments have been paid current through closing.

8. Sellers are more than 18 years old and are a citizens of the United States of America.

or

The Sellers are a corporation duly organized and in good standing under the laws of the State of Illinois and the persons executing this affidavit and the deed on behalf of Sellers are duly elected officers of said corporation and have been fully empowered by proper resolution of the Board of Directors to execute and deliver this affidavit and the deed; Sellers has/have full corporate capacity to convey the premises described herein and all necessary corporate action for the making of such a conveyance has been taken and done.

9. Exceptions, if any, to the foregoing or further statements given by the affiant(s): **FURTHER SAYETH NOT!**  
The warranties herein set forth are continuing warranties, and shall survive the closing; affiant intend that each of the representations herein shall be construed as a representation; each of the representations, whether construed jointly or severally is true.

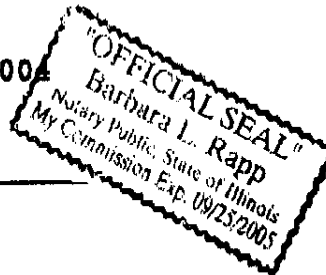
This instrument is made to induce and is given in consideration of, the said grantee's consummation of the purchase of the premises, without further inquiry, investigation or evidence.

X Andrew Gadyala  
At SL Construction, Inc

Dated: 12-15-04

Subscribed and Sworn to before me this 15th day of December, 2004

Barbara L. Rapp  
Notary Public  
May commission Expires:



Caution: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

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Lot 33 in Block 2 in First Addition to Clearing, a subdivision of the East half of the Northeast quarter of the Northeast quarter of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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19-20-207-021

Property of Cook County Clerk's Office