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This Instrument Prepared By
Linda J. Herber
Jaros, Tittle & O'Toole
20 N. Clark St. Suite 510
Chicago, IL 60602



Doc#: 1015946061 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/08/2010 03:23 PM Pg: 1 of 3

~~After recording return to:~~
Jeremiah Jones/ Special Services
Foreclosure Management Company
10975 El Monte, Suite 220
Overland Park, KS 66211

RETURN TO:
WORLDWIDE RECORDING, INC.
9801 LEGLER RD
LENEXA, KS 66219
1-800-316-4682

ESTOPPEL AFFIDAVIT

10WR09409 PMC

Brenda Ross, a married woman, after first being duly sworn, deposes and says:

FIRST -- That she is the identical party who made, executed and delivered a Deed to **The Bank of New York Mellon, f/k/a The Bank of New York, as Trustee on behalf of CIT Mortgage Loan Trust 2007-1**, a New York Banking corporation ("Bank of New York Mellon"), dated the 17 day of July, 2010, conveying the following described property, to-wit:

LOT 994 IN THE INDIAN HILL SUBDIVISION UNIT NO. 5, BEING A SUBDIVISION IN THE EAST 1/2 OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 24, 1961 AS DOCUMENT NUMBER 18146429, IN COOK COUNTY, ILLINOIS.

THIS IS NOT THE HOMESTEAD PROPERTY OF BRENDA ROSS, HER SPOUSE AND/OR MINOR CHILDREN, IF ANY.

Pin # : 32-25-407-028-0000

Commonly known as: 22200 Torrence Avenue, Sauk Village, IL 60411

SECOND -- That prior to the above conveyance to **Bank of New York Mellon**, she was the fee owner of the above property. This property was encumbered by a **Mortgage to Mortgage Electronic Registration Systems, Inc. as nominee for The CIT Group/Consumer Finance, Inc.**, dated **July 2, 2007**, and recorded on **July 11, 2007** as Document 071925707, and later assigned to **The Bank of New York Mellon, f/k/a The Bank of New York, as Trustee on behalf of CIT Mortgage Loan Trust 2007-1**, in the Official Records of **Cook County, Illinois**. This **Mortgage** was executed in the original amount of **\$121,500.00**, for which sum the affiant was personally liable.

THIRD -- That the affiant voluntarily, without any fraud, duress, or undue influence on the part of **Bank of New York Mellon**, or its agents, attorneys, or employees, conveyed the above premises by Warranty Deed to **Bank of New York Mellon**. The Deed was accepted by **Bank of New York Mellon**

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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 **Bank of New York Mellon**, receipt of which is hereby acknowledged, and the assumption by **Bank of New York Mellon** 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 liability to the affiant.

FOURTH -- That the Warranty Deed and conveyance from the affiant to **Bank of New York Mellon** 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 charges above mentioned 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.

FIFTH -- The affiant for self, her heirs, and assigns, hereby declares that the Warranty Deed which she has executed to **Bank of New York Mellon** 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 between the affiant and **Bank of New York Mellon** 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 **Bank of New York Mellon**, 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 **Bank of New York Mellon**, 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 **Bank of New York Mellon** was acting with the advice or opportunity for advice of counsel and was not acting under any duress, undue influence, misapprehension, or misrepresentation by **Bank of New York Mellon**, agent or attorney or other representative of **Bank of New York Mellon**. It was the intention of the affiant, as grantor of the Warranty Deed, to convey and by the aforesaid Deed, did convey, to **Bank of New York Mellon**, grantee in the Deed, all her right, title, and interest absolutely, including her equity of redemption, in and to the premises described in the Deed.

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 knowledge of 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 Deed, **The Bank of New York Mellon, f/k/a The Bank of New York, as Trustee on behalf of CIT Mortgage Loan Trust 2007-1**, its successors and assigns, and all other parties hereafter 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.

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Brenda Ross
Brenda Ross

STATE OF Illinois)
COUNTY OF Cook)

SUBSCRIBED and SWORN to before me this 17 day of May, 20 10, by
Brenda Ross, an unmarried woman.

Notary Signature Chloe T Russell
Notary Printed name Chloe T Russell
Notary Public County of Residence Cook

My Commission Expires:
Jan 27, 2014



Property of Cook County Clerk's Office