

Doc#: 1103231037 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/01/2011 11:47 AM Pg: 1 of 3

ESTOPPEL AFFIDAVIT

THIS AFFIDAVIT made this 25th day of January, 2011, by **RAMON MURILLO, SAMUEL MURILLO and MARIA C MURILLO**, hereinafter referred to as Grantors,

WITNESSETH:

That Grantors did on the 14th day of July, 2006, execute and deliver a certain Promissory Note in the principal sum of One Hundred Twenty-nine Thousand Six Hundred Dollars (\$129,600.00), and secured by a Mortgage dated July 14, 2006, and duly recorded in the Recorder's Office of Cook County, State of Illinois, as Document No. 0620243248; AND that Grantors did on the 14th day of July, 2006, execute and deliver a certain Promissory Note in the principal sum of Sixteen Thousand Two Hundred Dollars (\$16,200.00), and secured by a Mortgage dated July 14, 2006, and duly recorded in the Recorder's Office of Cook County, State of Illinois, as Document No. 0620243250 conveying the real estate located at 3017 West 59th Street, Chicago, Cook County, Illinois, and legally described as follows:

LEGAL DESCRIPTION:

Lot 7 in Block 1 in Cobe and McKinnon's 63rd Street and Kedzie Avenue, a Subdivision of the West 1/2 of the Southwest 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

Permanent Index Number: 19-13-303-004-0000

That Grantors have defaulted in the payments due on said Notes, plus interest and necessary advancements due and outstanding and is unable to meet the obligations of said Notes and Mortgages according to the terms thereof.

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That the said Grantors have made, executed and delivered that certain Deed to **BAYVIEW LOAN SERVICING, LLC, a Delaware Limited Liability Company** dated the 25th day of JANUARY, 2011, conveying the above described property. The said Grantors hereby acknowledge, agree and certify that the aforesaid deed was an absolute conveyance of the Grantors' rights, 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 convey, transfer and assign the Grantors' rights 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 Grantors have received a full and complete release of personal liability on said Notes together with the cancellation of record by said Grantee of the Notes secured by said Mortgages.

Said Deed was given voluntarily by the Grantors to the Grantee, in good faith on the part of Grantors and Grantee, without any fraud, misrepresentation, duress, or undue influence whatsoever, or any misunderstanding on the part of the Grantors or Grantee and was not given as a preference against any other creditors of said Grantors. 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 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 Grantors' equity of redemption, and with full release of all Grantor's right, title and interest of every character in and to said property. Grantors 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

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or who may acquire an interest in the property described therein, and shall bind the respective heirs, executors, administrators and assigns of the undersigned.

Ramon Murillo
RAMON MURILLO

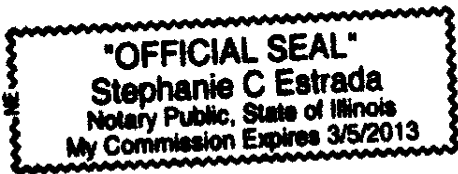
Subscribed and sworn to before me this 25th day of January,
2011.



Stephanie C Estrada
Notary Public

Samuel Murillo
SAMUEL MURILLO

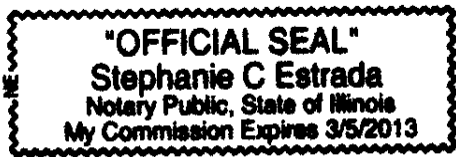
Subscribed and sworn to before me this 25th day of January,
2011.



Stephanie C Estrada
Notary Public

Maria C Murillo
MARIA C. MURILLO

Subscribed and sworn to before me this 25th day of January,
2011.



Stephanie C Estrada
Notary Public

PREPARED BY AND RETURN TO:
Richard L. Heavner
Heavner, Scott, Beyers & Mihlar, LLC
P.O. Box 740
Decatur, IL 62525