

# UNOFFICIAL COPY



Doc#: 1104644051 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/15/2011 11:57 AM Pg: 1 of 6

## ESTOPPEL AFFIDAVIT

THIS AFFIDAVIT, made this 16<sup>th</sup> day of January, 2011, by **LELA C. GRIMBLE, Trustee under the Theodoria Feaster Living Trust, dated July 10, 2003; and LELA C. GRIMBLE, THEODORE C. FEASTER, KARA ANDERSON AND KES ROBINSON, being the Sole Heirs of Theodoria Feaster, deceased,** hereinafter referred to as Grantors,

WITNESSETH:

That Theodoria Feaster, a widow, and Theodoria Feaster and Lela C. Grimble, Trustees, or their successors in trust, under the Theodoria Feaster Living Trust, dated July 10, 2003 did on the 8<sup>th</sup> day of April, 2009, execute and deliver a certain Promissory Note in the principal sum of One Hundred Eighteen Thousand Dollars (\$118,000.00), and secured by a Mortgage dated April 8, 2009, and duly recorded in the Recorder's Office of Cook County, State of Illinois, as Document No. 0910603089, conveying the real estate located at 11925 South State Street, Chicago, Cook County, Illinois, and legally described as follows:

LEGAL DESCRIPTION:

Lot 21 and the South 10 feet of Lot 22 in Block 1 in Young and Clarkson's Subdivision of Block 9 in First Addition in Kensington, being a Subdivision of

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parts of Section 22 and 27, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 25-27-100-006-0000

That Theodoria Feaster, and Theodoria Feaster and Lela C. Grimble, Trustees, or their successors in trust, under the Theodoria Feaster Living Trust, dated July 10, 2003, have defaulted in the payments due on said Note, plus interest and necessary advancements due and outstanding and is unable to meet the obligations of said Note and Mortgage according to the terms thereof.

That the said Grantors have made, executed and delivered that certain Deed to **FEDERAL NATIONAL MORTGAGE ASSOCIATION** dated the 26<sup>th</sup> 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 Note together with the cancellation of record by said Grantee of the Note secured by said Mortgage.

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 Grantees' 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

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of redemption, and with full release of all Grantors' 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 or who may acquire an interest in the property described therein, and shall bind the respective heirs, executors, administrators and assigns of the undersigned.

*LELA C. GRIMBLE*

LELA C. GRIMBLE, Trustee under the Theodoria Feaster Living Trust, dated July 10, 2003

Subscribed and sworn to before me this 19<sup>th</sup> day of January, 2011.

*Corelle Flammang*

Notary Public



*LELA C. GRIMBLE*

LELA C. GRIMBLE, One of the Sole Heirs of Theodoria Feaster, deceased

Subscribed and sworn to before me this 19<sup>th</sup> day of January, 2011.

*Corelle Flammang*

Notary Public

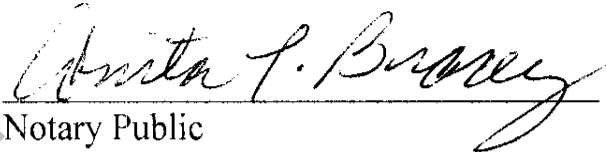


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THEODORE C. FEASTER, One of the Sole  
Heirs of Theodoria Feaster, deceased

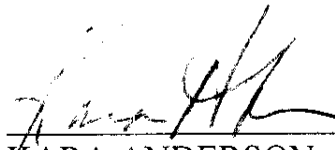
Subscribed and sworn to before me this 11 day of JANUARY 2011  
2011.

  
Notary Public

"OFFICIAL SEAL"  
Anita T. Bracey  
Notary Public, State of Illinois  
Cook County  
My Commission Expires 05-19-2013

Property of Cook County Clerk's Office

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KARA ANDERSON, One of the Sole Heirs  
of Theodoria Feaster, deceased

Subscribed and sworn to before me this 26 day of January,  
2011.

REPUBLIC OF MADAGASCAR  
CITY OF ANTANANARIVO  
EMBASSY OF THE UNITED  
STATES OF AMERICA

} SS



Notary Public

Jane K. Gamble  
Consul of the  
United States of America

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*Kes Robinson*  
\_\_\_\_\_

KES ROBINSON, One of the Sole Heirs of  
Theodoria Feaster, deceased

Subscribed and sworn to before me this 12 day of January,  
2011.

*JA Wills*  
\_\_\_\_\_

Notary Public



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

Property of Cook County Clerk's Office