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Doc#: 1111931057 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/29/2011 02:38 PM Pg: 1 of 3

ESTOPPEL AFFIDAVIT

THIS AFFIDAVIT, made this 7th day of January, 2011, by **KEVIN F. FEENEY and ANGELA M. FEENEY**, hereinafter referred to as Grantors,

WITNESSETH:

That Grantors did on the 1st day of August, 2005, execute and deliver a certain Promissory Note in the principal sum of Three Hundred Ninety-four Thousand Two Hundred Dollars (\$394,200.00), and secured by a Mortgage dated August 1, 2005, and duly recorded in the Recorder's Office of Cook County Illinois, as Document No. 0524422167; AND did on the 18th day of March, 2006, execute and deliver a certain Promissory Note in the principal sum of Fifty Thousand Dollars (\$50,000.00), and secured by a Mortgage dated March 18, 2006, and duly recorded in the Recorder's Office of Cook County Illinois, as Document No. 0609415005 conveying the real estate located at 9532 Drake Avenue, Skokie (formerly 9532 Drake Avenue, Evanston), Cook County, Illinois, and legally described as follows:

LEGAL DESCRIPTION:

Lot Seven (7) Block One (1) in David F. Curtin's Fourth Addition to Lincolnwood being a Subdivision in the Northeast Quarter (1/4) of Section 14, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

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

That the said Grantors have made, executed and delivered that certain Deed to **BANK OF AMERICA, NATIONAL ASSOCIATION, AS SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR WAMU 2005-AR12** dated the 7th 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 will receive 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.

Kevin F. Feeney

 KEVIN F. FEENEY

Angela M. Feeney

 ANGELA M. FEENEY

Subscribed and sworn to before me this 7th day of January, 2011.

Marsha M. Gutierrez

 Notary Public



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