



Doc#: 1125103018 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/08/2011 10:31 AM Pg: 1 of 3

Recording Requested by
And After Recording Return to:
Brown & Associates
2316 Southmore
Pasadena, Texas 77502
Loan # 40631236
Permanent Index Number: 16-19-314-017-0000

ESTOPPEL AFFIDAVIT

THIS AFFIDAVIT, made this 8th day of March, 2011, by LUZ D. MARTINEZ AND HUSBAND WILLIAM MARTINEZ, AND MAURICIO DELGADO AND WIFE, EUNICE PIEDRAHITA (referred to as "Grantor", whether one or more) state as follows:

That LUZ D. MARTINEZ AND MAURICIO DELGADO AS JOINT TENANTS did on 7/29/2004, execute and deliver a certain promissory note (the "Note") in the principal sum of \$307,000.00 and secured by a mortgage (the "Mortgage") dated 7/29/2004, and recorded in the Recorder's Office of COOK County, IL, on 8/12/2004 in Document No. 0422534064 covering the real estate legally described as follows: Property Address: 1841 Kenilworth Avenue, Berwyn, IL 60402

LOT 28 IN BLOCK 15 IN FIRST ADDITION TO WALTER G. MC INTOSH'S METROPOLITAN ELEVATED SUBDIVISION, BEING A SUBDIVISION OF THAT PART IN THE SOUTHWEST 1/4 LYING NORTH OF THE SOUTH 1271.3 FEET OF THE SOUTH 300 ACRES OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO OF BLOCKS 78, 79, AND 80 IN SUBDIVISION OF SAID SECTION 19 (EXCEPT THE SOUTH 300 ACRES THEREOF), IN COOK COUNTY, ILLINOIS.

That LUZ D. MARTINEZ AND MAURICIO DELGADO AS JOINT TENANTS has defaulted in the payments due on the Note upon which the principal amount is at present due and outstanding and is unable to meet the obligations of the Note and Mortgage.

The Grantor is the identical party who, in addition to William Martinez and Eunice Piedrahita made, executed, and delivered a deed (the "Deed") conveying the Property to Goldman Sachs Mortgage Company. The Grantor acknowledge, agree, and certify that the Deed was an absolute conveyance of the Grantor's rights, title, and interest in and to the Property, together with all buildings and appurtenances belonging and appertaining, and with release of all dower and homestead rights in and to the Property. The Grantor also convey, transfer, and assign their rights of possession, rentals, and equity of redemption in the Property.

The value of the Property is not in excess of the amount of the indebtedness outstanding and in consideration of the premises and in consideration of such conveyance, the Grantor's have received a full and complete release of personal liability on the Note together with the cancellation of record by the Grantee and the delivery to the affiant of the Note secured by the Mortgage duly canceled, receipt of which canceled Note is acknowledged.

S 10
R 3
S 10
M 10
SC 10
E 10
INT 10
ML

UNOFFICIAL COPY

This Deed was given voluntarily by the Grantor to the Grantee, in good faith on the part of the Grantor and Grantee, without any fraud, misrepresentation, duress or undue influence whatsoever, or any misunderstanding on the part of the Grantor or Grantee and was not given as a preference against any other creditors of the Grantor. The Deed of conveyance shall not restrict the right of the Grantee to institute foreclosure proceedings if the Grantee desires, but the conveyance by the Deed shall be and is 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 rights, title, and interest of every character in and to the Property. Grantor represents no other.

This affidavit has been made for the protection and benefit of the Grantee in the Deed, its successors and assigns, and all other parties dealing with or who may acquire an interest in the Property, and shall bind the respective heirs, executives, administrators, and assigns of the undersigned. Obligations owed on subject Property.

The Grantor will certify, declare, depose or certify before any competent tribunal, officer, or person, in any case now pending or which may be hereafter instituted, to the truth of the particular facts set forth above.

Date: March 8, 2011

Luz D. Martinez

(1st Grantor's Signature)

Luz D. Martinez

William Martinez

(3rd Grantor's Signature)

William Martinez

Mauricio Delgado

(2nd Grantor's Signature)

Mauricio Delgado

Eunice Piedrahita

(4th Grantor's Signature)

Eunice Piedrahita

Clerk's Office

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BORROWER ACKNOWLEDGMENT

State of Illinois

County of Cook

On this March 8, 2014, before me, the undersigned, a Notary Public, for the aforesaid county and state, duly commissioned and sworn, personally appeared LUZ D. MARTINEZ AND HUSBAND WILLIAM MARTINEZ, AND MAURICIO DELGADO AND WIFE, EUNICE PIEDRAHITA, to me known to be the person (or persons) described in and who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said person (or persons).

SWORN TO AND SUBSCRIBED before me by LUZ D. MARTINEZ AND HUSBAND WILLIAM MARTINEZ, AND MAURICIO DELGADO AND WIFE, EUNICE PIEDRAHITA on this 8th day of March, 2014.

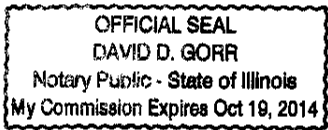
Witness my hand and official seal hereto affixed the day and year first above written.

David D. Gorr
Notary Public

Printed Name:

My Commission expires: 10/19/2014

(Seal)



Cook County Clerk's Office