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Doc#: 1206616054 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/06/2012 12:12 PM Pg: 1 of 3

ESTOPPEL AFFIDAVIT

THIS AFFIDAVIT, made this 20 day of November, 2011, by **6442-44 NORTH HAMILTON, LLC, an Illinois Limited Liability Company**, hereinafter referred to as Grantor,

WITNESSETH:

That Grantor did on the 1st day of February, 2007, execute and deliver a certain Promissory Note in the principal sum of One Million Nine Hundred Thousand Dollars (\$1,900,000.00) and secured by a Mortgage dated February 1, 2007, and duly recorded in the Recorder's Office of Cook County, State of Illinois, as Document No. 0704518008 conveying the real estate located at 6442-44 North Hamilton Avenue, Units 6444-1E, 6444-1W, 6444-2W and 6444-3E, Chicago, Cook County, Illinois, and legally described as follows:

LEGAL DESCRIPTION:

Unit No. 6444-1E, Unit No. 6444-1W, Unit 6444-2W and Unit 6444-3E in the 6442-44 North Hamilton Condominium, as delineated on a Survey of the following described Parcel of real estate:

Lots 131 and 132 (Except the South 20 feet of said Lot 132) in Arthur Avenue Subdivision of 26 acres in the Southwest 1/4 of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which Plat of Survey is attached as Exhibit "D" to the Declaration of Condominium recorded February 13, 2008 as Document No. 0804415157, together with its undivided percentage interest in the common elements.

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-2-

Permanent Index Number: 11-31-316-057-1004 (6444-1E)
Permanent Index Number: 11-31-316-057-1005 (6444-1W)
Permanent Index Number: 11-31-316-057-1007 (6444-2W)
Permanent Index Number: 11-31-316-057-1008 (6444-3E)

That Grantor has 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.

That the said Grantor has made, executed and delivered that certain Deed to **SYNERGY PROPERTY HOLDINGS, LLC** dated the 21 day of November, 2011, conveying the above described property. The said Grantor hereby acknowledges, agrees and certifies that the aforesaid deed was an absolute conveyance of the Grantor's right, 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 conveys, transfers and assigns the Grantor's 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 Grantor has received a full and complete release of personal liability on said Notes together with the cancellation of record by said Grantee of the Note secured by said Mortgages.

Said Deed was given voluntarily by the Grantor to the Grantee, in good faith on the part of 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 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 Grantor's equity of redemption, and with full release of all Grantor's right, title and interest of every character in and to said property. Grantor hereby assigns 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.

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-3-

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.

Dated this 21 day of November, 2011.

IN WITNESS WHEREOF, 6442-44 North Hamilton, LLC, an Illinois Limited Liability Company, has caused these presents to be signed by its Managing Member.

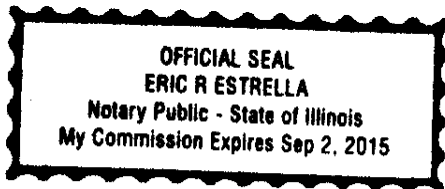
6442-44 NORTH HAMILTON, LLC, an
Illinois Limited Liability Company,

By *George Papp*
Its Managing Member

STATE OF ILLINOIS)
COUNTY OF COOK)

I, ERIC ESTRELLA, a Notary Public in and for said County in the State aforesaid, do hereby certify that GEORGE PAPP, as Managing Member of 6442-44 North Hamilton, LLC, an Illinois Limited Liability Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such Managing Member, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said 6442-44 North Hamilton, LLC, an Illinois Limited Liability Company, being thereunto duly authorized, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21ST day of NOVEMBER, 2011.



Eric Estrella
Notary Public

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