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Doc#: 1212913031 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/08/2012 01:35 PM Pg: 1 of 5

ESTOPPEL AFFIDAVIT

Affidavit and Agreement of Individual Giving Deed in Lieu of Foreclosure

STATE OF ILLINOIS)

)ss

COUNTY OF COOK)

1. Hani Abdallah and Abeer Abdallah ("Borrowers") being first duly sworn, deposes and says: That they are the identical parties who made, executed, and delivered that certain General Warranty Deed ("Warranty Deed") to Vanderbilt Mortgage and Finance, Inc. ("Lender") conveying the real property located in Cook County, Illinois, commonly described as 17020 S. Kedzie Avenue, Hazel Crest, IL 60429 (the "Realty"), and more particularly described as follows:

THAT PART OF THE NORTH 214.23 FEET OF THE EAST 305 FEET OF THE NORTHEAST 1/4 (EXCEPT THE SOUTH 25 ACRES THEREOF) OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 26, THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 26, 80.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 26, 133.23 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 214.23 FEET; THENCE WEST ALONG A LINE 214.23 FEET SOUTH AND PARALLEL TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 26, 305 FEET TO THE WEST LINE OF THE EAST 305 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 26; THENCE NORTH ALONG THE WEST LINE OF THE EAST 305 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 26, 89.23 FEET, TO A POINT 125.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 26; THENCE EAST ALONG A LINE SOUTH AND PARALLEL TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 26, 147.98 FEET TO A POINT 157.03 FEET, WEST OF THE EAST LINE OF THE SOUTHEAST 1/4 OF

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SAID SECTION 26, THENCE NORTH 45.00 FEET TO A POINT THAT IS 156.59 FEET WEST OF THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 26; THENCE EAST ALONG A LINE SOUTH AND PARALLEL TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 26, 156.59 FEET TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 26, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Property Address: 17020 S. Kedzie Avenue, Hazel Crest, IL 60429

Tax I.D. No.: 28-26-401-008-0000

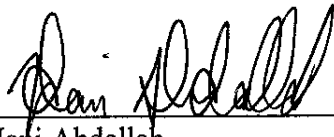
The real property is herein sometimes referred to as the "Property".

2. That the Warranty Deed and transfer is intended to be and is an absolute conveyance of the title to said Property to the grantee named therein, and was not and is not now intended as a deed of trust, trust conveyance, or security of any kind; that it was the intention of Borrowers as grantors in said Warranty Deed to convey, and by said Warranty Deed these Borrowers did convey to the grantee therein all their right, title, and interest absolutely in and to said Property and to that effect Borrowers hereby forever waives and releases all rights of redemption and any other rights, if any, which Borrowers might have or had in connection with the Property. The Warranty Deed, however, shall not merge with the Mortgage dated October 26, 2006 and recorded on November 16, 2006, as Document No. 0632033069 of the Cook County Recorder of Deeds (the "Mortgage"), and Lender shall continue to enjoy all rights and remedies as set forth in the Mortgage including, if necessary, the right to foreclosure;
3. That possession of said Property is hereby surrendered to the grantee. Lender may at any time sell, transfer, lease, assign or abandon the Property and may take or omit to take any action which Lender in their discretion may deem to be in their best interest and Borrowers shall have no right, title or interest in or to any portion of any consideration received by Lender in connection with any such sale, transfer, lease, assignment or abandonment of the Property;
4. That in the execution and delivery of said Warranty Deed Borrower was not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and was not acting under coercion or duress;
5. That the consideration for executing said Warranty Deed is the likely reduction of costs, fees and expenses associated with conducting a Foreclosure against the Realty, which fees, costs and expenses may be due and payable by Borrowers pursuant to the Note and Mortgage described as follows:
 - A. Promissory Note dated October 26, 2006 ("Note") in the principal sum of \$166,500.00; and

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- B. The Mortgage, granting Lender a security interest in the real property set forth above;
6. That Borrowers specifically agrees that, unless discharged of the debt in bankruptcy they will not to be relieved from personal liability for any and all debts, obligations, costs and charges incurred or otherwise due and owing pursuant to the Note and/or Mortgage.
7. At the time of making this General Warranty Deed and Estoppel Affidavit, Borrowers represents the following:
- A. The payments due under the Note are in default;
- B. The unpaid principal, interest and late charges due under the Note, as of March 15, 2012 is \$187,077.70 (the "Debt"); and
- C. Lender and Borrowers believe that the Debt exceeds the fair market value of the Property. To spare the time and expense of a foreclosure sale of the Property, Borrowers desired to transfer the Property to Lender in lieu of foreclosure.
8. This affidavit and agreement is made for the protection and benefit of the grantees in said Warranty Deed, their successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the Property herein described, and particularly for the benefit of the Title Company which is about to insure the title to said Property in reliance thereon, and any other title company which may hereafter insure the title to said Property. The Borrowers by signing this affidavit and agreement, settles, dismisses, releases, and covenants not to sue Lender with respect to the Property and/or the above loan documents; and
9. Borrowers, will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of the particular facts herein above set forth.

Dated: 4-30-2012


Hani Abdallah

Dated: 4-30-2012


Abeer Abdallah

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STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On the 30th day of April, 2012, before me, a Notary Public in and for said County and State, personally appeared Hani Abdallah personally known to me (or proved to me on the basis satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in his authorized capacity, and that his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Beverly Parisella
Notary Public
(STAMP)

My Commission Expires:



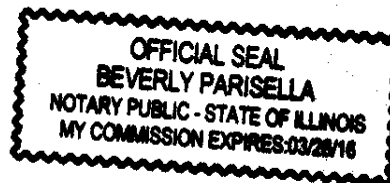
STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On the 30th day of April, 2012, before me, a Notary Public in and for said County and State, personally appeared Abeer Abdallah personally known to me (or proved to me on the basis satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in her authorized capacity, and that her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Beverly Parisella
Notary Public
(STAMP)

My Commission Expires:



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Prepared by:

The Wasinger Law Group, P.C.
1401 South Brentwood Blvd., Ste. 875
St. Louis, Missouri 63144-1440

Mail Subsequent Tax Bills to:

Vanderbilt Mortgage and Finance, Inc.
500 Alcoa Trail
Maryville, TN 37804

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