

# UNOFFICIAL COPY



Doc#: 1224218084 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/29/2012 03:13 PM Pg: 1 of 3

## ESTOPPEL AFFIDAVIT

THIS AFFIDAVIT, made this 25<sup>TH</sup> day of July, 2012, by **LUIS E. ESPARZA and MARIBEL ESPARZA**, hereinafter referred to as Grantors,

WITNESSETH:

That Grantors did on the 25<sup>th</sup> day of July, 2005, execute and deliver a certain Promissory Note in the principal sum of Two Hundred Thirty-two Thousand Dollars (\$232,000.00), and secured by a Mortgage dated July 25, 2005, and duly recorded in the Recorder's Office of Cook County, State of Illinois, as Document No. 0522727012, AND that Grantors did on the 11<sup>th</sup> day of August, 2007, execute and deliver a certain Promissory Note in the principal sum of Sixty Thousand Dollars (\$60,000.00), and secured by a Mortgage dated August 11, 2007, and duly recorded in the Recorder's Office of Cook County, State of Illinois, as Document No. 0724001021, conveying the real estate located at 394 Olmstead Rd. Riverside, Cook County, Illinois, and legally described as follows:

LEGAL DESCRIPTION:

Lot 2 in Resubdivision of Lot 604 in Block 19 in Second Division of Riverside in Section 36, Township 39 North, Range 12 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 is 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 **FEDERAL HOME LOAN MORTGAGE CORPORATION** dated the 25<sup>th</sup> day of July, 2012, conveying the above described property. The said Grantors 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 convey, transfer and assign 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 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.

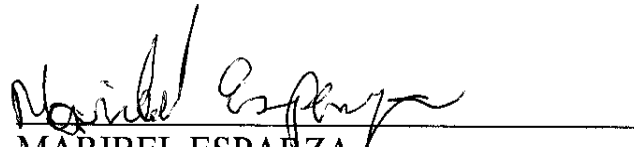
Said Deed was given voluntarily by the Grantors to the Grantee, in good faith on the part of Grantors and Grantee, without any fraud, misrepresentation, duress, or undue influence whatsoever, or any misunderstanding on the part of the Grantors or Grantee and was not given as a preference against any other creditors of said Grantors. Said Deed of conveyance shall not effect a merger of the fee title to the premises with 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. Grantors 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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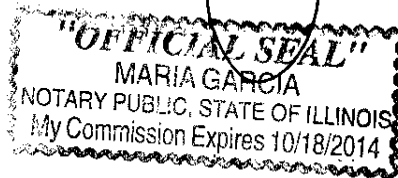
This Affidavit has been made for the protection and benefit of the aforesaid Grantee in said Deed, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described therein, and shall bind the respective heirs, executors, administrators and assigns of the undersigned.

  
\_\_\_\_\_  
LUIS E. ESPARZA

  
\_\_\_\_\_  
MARIBEL ESPARZA

Subscribed and sworn to before me this 25<sup>th</sup> day of JULY, 2012.

  
\_\_\_\_\_  
Notary Public



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