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Doc#: 1227922017 Fee: \$46.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 10/05/2012 09:06 AM Pg: 1 of 5

Doc#: 1226422019 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/20/2012 09:21 AM Pg: 1 of 6

Prepared By:

Leila H. Hansen, Esq.
9041 S. Pecos Road #3900
Henderson, NV 89074
Phone: 702-736-6400

After Recording Mail To:

DKR Mortgage Asset Trust I
One City Boulevard West, Suite 1900
Orange, California 92868

Mail Tax Statement To:

DKR Mortgage Asset Trust I
One City Boulevard West, Suite 1900
Orange, California 92868

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED IN LIEU OF FORECLOSURE

TITLE OF DOCUMENT

THIS deed is being RECORDED TO CORRECT THE ADDRESS.

KNOWN ALL MEN BY THESE PRESENTS, that **Denise R. Avery, an unmarried woman**, hereinafter called grantor, for \$85,000.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **DKR Mortgage Asset Trust I, a Delaware Statutory Trust**, hereinafter called grantee, and unto grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in the Cook County, Illinois, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

This being the identical property conveyed to the GRANTOR herein by Deed from US Bank National Association as Trustee for Credit Suisse First Boston HEAT 2005-1 dated March 27, 2009, recorded July 14, 2000 and filed in Record Doc. No. 0919555038

COMMONLY known as: 22404 ~~Lakeview~~ ^{LAKESHORE} Drive, Richton Park, Illinois 60471

Assessor's Parcel Number: 31-33-203-067-0000

To have and to hold the same unto the said grantee and grantee's successors and assigns forever.

This deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

This deed does not effect a merger of the fee ownership and the lien of the mortgage described below. The fee and lien shall hereafter remain separate and distinct. By acceptance and recording of this deed, grantee covenants and agrees that it shall forever forebear taking any action whatsoever to collect against grantor on the obligations which are secured by the mortgage/deed of trust (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceedings to foreclosure that mortgage, grantee shall not seek, obtain or permit a deficiency judgment against grantors, their heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the event that grantor attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to grantee.

Grantor does hereby assign and transfer to grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage described below.

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Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made.

The true and actual consideration for this transfer consists of grantee's waiver of its right to bring an action against Grantor based on the promissory note secured by the mortgage hereinafter described and agreement not to name the grantor as a party to a foreclosure action stated above with respect to that document bearing the date of July 7, 2009, by grantor in favor of **United Home Loans Inc. and Mortgage Electronic Registration Systems, Inc., solely as nominee for the lender, its successors and assigns, as their interests may appear**, and recorded at Doc. No. 0919555037 real property records of Cook County, Illinois on the July 14, 2009 and according to the public records, the beneficial interest under the Mortgage was assigned to **DKR Mortgage Asset Trust I**, by assignment dated MAY 6, 2011 at Doc. No. 1114511068.

In construction this deed and where the context so requires, the singular included the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

Dated this 14 day of Sept, 2012.

Denise R. Avery
Denise R. Avery

STATE OF Georgia)
COUNTY OF Fulton) ss

The foregoing instrument was acknowledged before me this 14 day of Sept, 2012, by **Denise R. Avery**.

NOTARY RUBBER STAMP/SEAL

STEPHEN C DEAN
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES MARCH 8, 2014

Stephen C. Dean
NOTARY PUBLIC

STEPHEN C. DEAN
PRINTED NAME OF NOTARY
MY Commission Expires: _____

AFFIX TRANSFER TAX STAMP
OR
"Exempt under provisions of Paragraph 6"
Section 31-45; Real Estate Transfer Tax Act
[Signature]
Date Buyer, Seller or Representative

UNOFFICIAL COPY**EXHIBIT "B"****ESTOPPEL AFFIDAVIT**

STATE OF Illinois
COUNTY OF Cook

Denise R. Avery, an unmarried woman, being first duly sworn, depose and say: "That they are the identical parties who made, executed, and delivered that certain Deed in Lieu of Foreclosure to **DKR Mortgage Asset Trust I, a Delaware Statutory Trust**, dated the 14th day of September, 2012, conveying the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Parcel ID # **31-33-203-067-0000**

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to **DKR Mortgage Asset Trust I, a Delaware Statutory Trust**, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiants as grantors in said deed to convey, and by said deed these affiants did convey to **DKR Mortgage Asset Trust I, a Delaware Statutory Trust**, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **DKR Mortgage Asset Trust I, a Delaware Statutory Trust**;

That in the execution and delivery of said deed affiants were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

That aforesaid deed was not given as a preference against any other creditor of the deponents or either of them; that at the time it was given there was no other person or persons, firms or corporations, other than **DKR Mortgage Asset Trust I, a Delaware Statutory Trust**, who have interest, either directly or indirectly, in said premises; that these deponents are solvent and have not other creditors whose rights would be prejudiced by such conveyance, and that deponents are not obligated upon any bond or mortgage or other security whereby any lien has been created or exists against the premises described in said deed.

That the consideration for said deed was and is payment to affiants of the sum of \$85,000.00 by **DKR Mortgage Asset Trust I, a Delaware Statutory Trust**, its successors and assigns,, and **DKR Mortgage Asset Trust I, a Delaware Statutory Trust**, its successors and assigns,, agreement to forebear taking any action against affiants to collect on the obligations secured by the mortgage described below, other than by foreclosure of that mortgage and to not seek, obtain or permit a deficiency judgment against affiants in such foreclosure action. The mortgage referred to documented bearing the date of July 7, 2009 to **United Home Loans Inc. and Mortgage Electronic Registration Systems, Inc., solely as nominee for the lender, its successors and assigns, as their interests may appear**, and recorded at Doc. No. 0919555037 and according to the public records, the beneficial interest under the Mortgage was assigned to **DKR Mortgage Asset Trust I**, its successors and assigns, by assignment dated MAY 6, 2011 at Doc. No. 1114511068 real property records of Cook County, Illinois. At the time of making said deed in lieu of foreclosure affiants believed and now believe that the aforesaid consideration therefore represents the fair value of the property so deeded, or more.

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This affidavit is made for the protection and benefit of **DKR Mortgage Asset Trust I, a Delaware Statutory Trust**, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

That affiants, and each of them 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 hereinabove set forth.

WE (THE BORROWERS) UNDERSTAND THAT WE HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. WE HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

Dated this 14 day of Sept, 2012.

Denise R. Avery
Denise R. Avery

STATE OF Georgia,
COUNTY OF Fulton)
ss

The foregoing instrument was acknowledged before me this 14 day of Sept, 2012, by **Denise R. Avery**.

NOTARY RUBBER STAMP/SEAL

STEPHEN C DEAN
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES MARCH 8, 2014

Stephen C. Dean
NOTARY PUBLIC

STEPHEN C. DEAN
PRINTED NAME OF NOTARY
MY Commission Expires: _____

Prepared By:
Leila Hansen, Esq.
9041 South Pecos Road, Suite 3900
Henderson, Nevada 89074

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EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

THE WEST 26.25 FEET OF THE EAST 82.85 FEET OF LOT 1 IN LAKE GEORGE TOWNHOMES
SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP
35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS OUTLOT A FOR THE BENEFIT OF
PARCEL 1, AS CREATED BY DECLARATION DOCUMENT 0412634046.

Property of Cook County Clerk's Office