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Doc#: 1300922098 Fee: \$42.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/09/2013 03:18 PM Pg: 1 of 3

ESTOPPEL AFFIDAVIT

THIS AFFIDAVIT, made this 19th day of April, 2012, by
MICHAEL LYLE and EILEEN LYLE, hereinafter referred to as Grantors,

WITNESSETH:

That Grantors did on the 2nd day of November, 2005, execute and deliver a certain Promissory Note in the principal sum of Three Hundred Forty-four Thousand Dollars (\$344,000.00), and secured by a Mortgage dated November 2, 2005, and duly recorded in the Recorder's Office of Cook County, State of Illinois, as Document No. 0533243143, conveying the real estate located at 102 South California Avenue, Chicago, Cook County, Illinois, and legally described as follows:

That part of the East 70.50 feet of Lots 1 and 2 (Taken as a Tract) lying South of the North 24.0 feet thereof in T.D. Lowther's Subdivision of Block 2 in Lowther's Subdivision of that part of the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, lying South of Barry Point Road, in Cook County, Illinois.

Permanent Index Number: 16-13-109-049-0000

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-2-

That Grantors have defaulted in the payments due on said Note, plus interest and necessary advancements due and outstanding and is unable to meet the obligations of said Note and Mortgage according to the terms thereof.

That the said Grantors have made, executed and delivered that certain Deed to **JPMORGAN CHASE BANK NA** dated the 19th day of April, 2012, conveying the above described property. The said Grantors hereby acknowledge, agree and certify that the aforesaid deed was an absolute conveyance of the Grantors' rights, 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 Grantors' 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 Grantees' 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 Grantors' equity of redemption, and with full release of all Grantors' right, title and interest of every character in and to said property. Grantors hereby assign 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.

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

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-3-

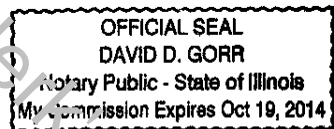
or who may acquire an interest in the property described therein, and shall bind the respective heirs, executors, administrators and assigns of the undersigned.

Michael Lyle
MICHAEL LYLE

Eileen Lyle
EILEEN LYLE

Subscribed and sworn to before me this 19th day of April,
2012.

David D. Gorr
Notary Public



PREPARED BY AND RETURN TO:
Richard L. Heavner
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