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Doc#: 1302331052 Fee: \$42.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/23/2013 11:26 AM Pg: 1 of 3

ESTOPPEL AFFIDAVIT

THIS AFFIDAVIT, made this 17TH day of DECEMBER, 2012, by **HARLOW R. MILLS and KATHERINE V. WENDEL**, hereinafter referred to as Grantors,

WITNESSETH:

That Grantors did on the 16th day of December, 2004, execute and deliver a certain Promissory Note in the principal sum of Two Hundred Eighty Thousand Dollars (\$280,000.00), and secured by a Mortgage dated December 16, 2004, and duly recorded in the Recorder's Office of Cook County, State of Illinois, as Document No. 0436446067, conveying the real estate located at 145 N. Cedar Street, Palatine, Cook County, Illinois, and legally described as follows:

LEGAL DESCRIPTION:

Lot 7 in Schram's Subdivision of that part of the West 18 rods of the Southeast Quarter of Section 15, Township 42, Range 10, East of the Third Principal Meridian, South of the Southerly line of the right of way of the Chicago and Northwestern Railroad Company, according to the Plat recorded June 23, 1927 as Document 9695691, in Cook County, Illinois.

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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.

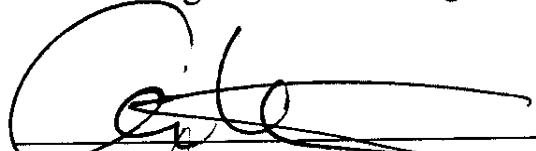
That the said Grantors have made, executed and delivered that certain Deed to **REGIONS BANK d/b/a Regions Mortgage** dated the 17th day of ~~DECEMBER~~, 2012, conveying the above described property. The said Grantors hereby acknowledges, agrees and certifies that the aforesaid deed was an absolute conveyance of the Grantor's 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 Grantor's right 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 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.

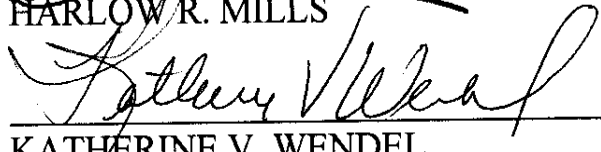
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This Affidavit has been made for the protection and benefit of the aforesaid Grantee in said Deed, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described therein, and shall bind the respective heirs, executors, administrators and assigns of the undersigned.



HARLOW R. MILLS

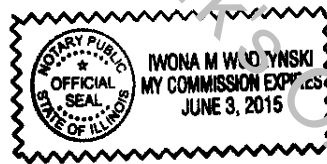


KATHERINE V. WENDEL

Subscribed and sworn to before me this 17th day of December,
2012.



Notary Public



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