



Doc#: 1306418049 Fee: \$44.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/05/2013 10:08 AM Pg: 1 of 4

Loan No.: 0596539848
Investor No.: 1703359992

ESTOPPEL AND MECHANICS LIEN AFFIDAVIT

State of Illinois

SS

County of Cook

Joel D. Reyes and Consolacion V. Reyes, husband and wife, as tenants in common

, referred to as Affiant(s)

being first duly and separately sworn each for himself and herself, deposes and says:

That they are the identical parties who made, executed and delivered that certain deed to Federal National Mortgage Association dated the 12th day of DECEMBER, 2012, conveying the property commonly known as: 2710 Elder Lane, Franklin Park, Illinois 60131.

That the aforesaid deed was an absolute conveyance of the title to said premises to the Grantee named therein in effect as well as in form, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind, and that possession of said premises has been or will be surrendered to the said Grantee; that the consideration in aforesaid deed was and is the full cancellation of all debts, obligations, costs, and charges heretofore existing under and by virtue of the terms of a certain mortgage heretofore existing on the property therein and hereinbefore described executed by Consolacion V. Reyes Husband and Wife and Joel D Reyes Husband and Wife, as joint tenants as Mortgagors, to Mortgage Electronic Registration Systems, Inc. as nominee for Dignity Mortgage Corporation, as Mortgagee, dated February 28th, 2007, recorded on March 9th, 2007, in Book N/A, Page N/A, Instrument No. 0706826058, and assigned to Nationstar Mortgage LLC by an Assignment recorded in Book N/A, Page N/A, Instrument No. 1224955251, or by an Assignment recorded simultaneously herewith in the Office of the Registrar/Recorder of Deeds of Cook County, State of Illinois, and the cancellation of record by said Grantee of said mortgage, provided there are no secondary liens or encumbrances to the said property.

That the aforesaid deed and conveyance was made by these Affiants as the result of their request that the Grantee accept such deed and was their free and voluntary act; that at the time of making said deed these deponents felt and still feel that the mortgage indebtedness above mentioned represented a fair value of the property so deeded; that said deed was not given as a preference against any other creditors 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 the Grantee therein named, interested, either directly or indirectly, in said premises; that these deponents are solvent and have no other creditors whose rights would be prejudiced by such conveyance, and that deponents are not obligated upon any bond or other mortgage whereby any lien has been created or exists against the premises described in said deed; and that deponents in offering to execute the aforesaid deed to the Grantee therein, and in executing same, were not acting under any duress, undue influence, misapprehension, or misrepresentation by the Grantee in said deed, and that it was the intention of these deponents as Grantors in said deed to convey and by said deed these deponents did convey to the Grantee therein all their right, title, and interest absolutely in and to the premises described in said deed.


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Affiants further state that up to this date no contracts for the furnishing of labor or material on the foregoing premises have been made, no improvements or repairs have been made on the premises described above or upon any building on said land, or any work done thereon which has not been fully completed and paid for, nor have any materials which have not been fully paid for been furnished for use upon said land or any building thereon, and that no contract of any kind has been made, nor anything done, suffered or permitted in relation to said land or any building thereon or improvement thereof, in consequence of which any lien may be claimed or enforced against said land under the Mechanics Lien laws of the state in which the foregoing property is located.

Affiants further state that no agreement or contract for conveyance, or deed of conveyance, or written lease, or writing whatsoever, is or are in existence adversely affecting the title to said premises

This affidavit is 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.



Joel D. Reyes (Seal)



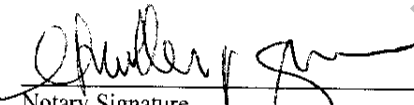
Consolacion V. Reyes (Seal)

(Seal)

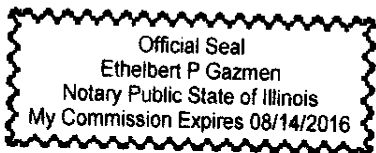
(Seal)

The foregoing was subscribed and sworn to before me in the County of Cook, State of Illinois, this fourth day of December, 2012, and

(Seal)



Notary Signature
Printed Name Ethelbert P. Gazmen
Notary Public, State of ILLINOIS
My Commission Expires: 08.14.2016



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CONDITIONAL DELIVERY OF DEED (to be attached to the Estoppel Affidavit)

It is understood and agreed by Grantor that the Deed to Federal National Mortgage Association

("Grantee") mentioned in the Estoppel Affidavit delivered together herewith, is intended to convey a marketable title free and clear of all liens or encumbrances, that the Grantee intends to have the title to and condition of said premises examined before finally accepting said Deed; and, that the Grantee, in its sole discretion, reserves the right to reject said Deed and to have the holder of the Note and the Mortgage/Deed of Trust/Security Deed proceed with foreclosure and assert all of the rights of the holder under the Note and Mortgage/Deed of Trust/Security Deed described in the first paragraph of said Estoppel Affidavit.

Signed this 12th day of DECEMBER, 2012.



Joel D. Reyes -Grantor



Consolacion V. Reyes -Grantor

-Grantor

-Grantor

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EXHIBIT A

LOT 4 IN BLOCK 9 IN WESTBROOK UNIT 2, BEING A MILLS AND SON'S SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 13, 1942 AS DOCUMENT 128490967, IN COOK COUNTY, ILLINOIS.

Permanent Index Number(s): 12-28-404-042-0000

For informational purposes only, the subject parcel is commonly known as:

2710 Elder Lane, Franklin Park, IL 60131

Property of Cook County Clerk's Office