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Doc#: 1309339050 Fee: \$68.00
RHSP Fee:\$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/03/2013 01:55 PM Pg: 1 of 4

ESTOPPEL AFFIDAVIT EXHIBIT B

STATE OF ILLINOIS
COUNTY OF COOK

Felipe Garcia, unmarried, (hereinafter referred to as "borrower(s)"), being first duly sworn, depose and say:

That they are authorized to make this Affidavit and have personal knowledge of all facts sworn to in this Affidavit and are the identical parties who made, executed and delivered a certain Warranty Deed to The Bank of New York Mellon f/k/a The Bank of New York as successor trustee for JPMorgan Chase Bank, N.A., as Trustee for the benefit of the Certificateholders of Popular ABS, Inc. Mortgage Pass-Through Certificates Series 2005-5, its successors and assigns, dated the same date as this affidavit, conveying the following described property located in the City of Berwyn, Cook County, Illinois, described as:

Lot 18 and 19 in Subdivision of Block 59 in Subdivision of Section 19, Township 39 North, Range 13, East of the Third Principal Meridian, (except the South 300 Acres) in Cook County, Illinois.

Tax ID # 16-19-226-032-0000 Commonly known as: 1534 Clarence Avenue, Berwyn, IL 60402

That this Affidavit is made to induce Lender to enter and close under the terms of the Agreement, and that they recognize that Lender will rely on this Affidavit and if it were not for the truth and accuracy of the statements and agreements set forth herein, Lender would not close the transactions contemplated by the Agreement, including, without limitation, the acceptance of the Warranty Deed pursuant thereto.

That the property described above is undamaged by fire, flood, earthquake, tornado or waste. Felipe Garcia, unmarried also certify that at the time of execution of this Affidavit they are of full age and that the Warranty Deed is an absolute conveyance of title to the premises in effect as well as in form, conveying and releasing to The Bank of New York Mellon f/k/a The Bank of New York as successor trustee for JPMorgan Chase Bank, N.A., as Trustee for the benefit of the Certificateholders of Popular ABS, Inc. Mortgage Pass-Through Certificates Series 2005-5 all rights of Felipe Garcia, unmarried including homestead and redemption, and was not intended as a mortgage, trust, or conveyance of security of any kind; and that possession of the premises has been or will be voluntarily surrendered to The Bank of New York Mellon f/k/a The Bank of New York as successor trustee for JPMorgan Chase Bank, N.A., as Trustee for the benefit of the Certificateholders of Popular ABS, Inc. Mortgage Pass-Through Certificates Series 2005-5.

That the Warranty Deed was executed and delivered by Felipe Garcia, unmarried as their free and voluntary act; at the time of making the Warranty Deed Felipe Garcia, unmarried, felt and still feel, that the mortgage indebtedness represents the fair value of the property conveyed, that the Warranty Deed was not given as a preference against any other creditors, that Felipe Garcia, unmarried is/are solvent and will remain solvent after the conveyance of the Warranty Deed, and that they have no other creditors whose rights would be prejudiced by such conveyance.

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That no Agreement or contract for conveyance or other deed of conveyance or written lease or other writing whatsoever are in existence adversely affecting the title to the premises and that the sole consideration for the Warranty Deed was and is the full satisfaction of all debts, obligations, costs and charges heretofore existing under and by virtue of a certain mortgage granted by Felipe Garcia, unmarried to Esperanza Financial Services, Inc. dated August 1, 2005, in default on property described in the deed.

That Felipe Garcia, unmarried is/are the true and lawful owner(s) of the property and that up to this date no contracts for the furnishing of labor or materials on the property or upon any building on the land have been made 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 the land or any building, and that no contract of any kind has been made nor anything done, suffered or permitted in relation to the land or any building or improvement, in consequence of which any lien may be claimed or enforced against the land under the Mechanic's Lien or Construction Lien laws of Illinois.

That it has been explained to Felipe Garcia, unmarried and they understand that if The Bank of New York Mellon f/k/a The Bank of New York as successor trustee for JPMorgan Chase Bank, N.A., as Trustee for the benefit of the Certificateholders of Popular ABS, Inc. Mortgage Pass-Through Certificates Series 2005-5 declines to accept delivery of the Warranty Deed or approve title, the unrecorded Warranty Deed may be returned to Felipe Garcia, unmarried or, if the Warranty Deed has already been recorded, the property may be reconveyed to Felipe Garcia, unmarried by Quit Claim Deed. In the event that the premises are reconveyed Felipe Garcia, unmarried agree that the mortgage shall continue as a lien against the property until such time as the indebtedness is paid and satisfied in full. The Warranty Deed was executed and delivered with the expressed understanding that it does not operate, even though placed on record, to effect the merger of interests so as to extinguish the mortgage lien (and that its receipt by The Bank of New York Mellon f/k/a The Bank of New York as successor trustee for JPMorgan Chase Bank, N.A., as Trustee for the benefit of the Certificateholders of Popular ABS, Inc. Mortgage Pass-Through Certificates Series 2005-5 does not constitute legal delivery and shall be of no binding force or effect whatsoever) until such time as The Bank of New York Mellon f/k/a The Bank of New York as successor trustee for JPMorgan Chase Bank, N.A., as Trustee for the benefit of the Certificateholders of Popular ABS, Inc. Mortgage Pass-Through Certificates Series 2005-5 consents to the acceptance and approval of title. The receipt or return of the Warranty Deed shall in no way restrict the right of The Bank of New York Mellon f/k/a The Bank of New York as successor trustee for JPMorgan Chase Bank, N.A., as Trustee for the benefit of the Certificateholders of Popular ABS, Inc. Mortgage Pass-Through Certificates Series 2005-5, or the right of its successors in interest, to foreclose the mortgage if foreclosure is deemed desirable.

That this Affidavit is made for the protection and benefit of The Bank of New York Mellon f/k/a The Bank of New York as successor trustee for JPMorgan Chase Bank, N.A., as Trustee for the benefit of the Certificateholders of Popular ABS, Inc. Mortgage Pass-Through Certificates Series 2005-5, and all other parties dealing with or who may acquire any interest in the property described in the Warranty Deed, is given to induce the acceptance of a voluntary conveyance, and shall bind the respective heirs, personal representatives, administrators and assigns of Felipe Garcia, unmarried.

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WITNESS: *

Maria Garcia
MARIA GARCIA

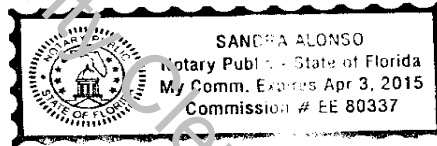
Felipe Garcia
Felipe Garcia

On January 14th 2013 before me, personally appeared Felipe Garcia, unmarried, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Sandra Alonso
, Notary Public



Drafted by and when recorded return to:
Randall S. Miller & Associates, LLC
120 North LaSalle Street
Suite 1140
Chicago, IL 60602
File No. 13IL00003-1

Property of Cook County Clerk's Office

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ASSIGNMENT OF HAZARD INSURANCE POLICY

Felipe Garcia, unmarried assign all of their right, title, and interest in a policy of Hazard (Homeowners) Insurance covering real property commonly known as 1534 Clarence Avenue, Berwyn, IL 60402 to The Bank of New York Mellon f/k/a The Bank of New York as successor trustee for JPMorgan Chase Bank, N.A., as Trustee for the benefit of the Certificateholders of Popular ABS, Inc. Mortgage Pass-Through Certificates Series 2005-5.

Company Name _____

Policy No. _____

Felipe Garcia ✓
Felipe Garcia

ASSIGNMENT OF ESCROW FUNDS

Felipe Garcia, unmarried assign all of their right, title, and interest in any escrow funds held by The Bank of New York Mellon f/k/a The Bank of New York as successor trustee for JPMorgan Chase Bank, N.A., as Trustee for the benefit of the Certificateholders of Popular ABS, Inc. Mortgage Pass-Through Certificates Series 2005-5.

Felipe Garcia ✓
Felipe Garcia

ASSIGNMENT OF TITLE POLICY

Felipe Garcia, unmarried assign all of their right, title, and interest in any policy of title insurance covering real property commonly known as 1534 Clarence Avenue, Berwyn, IL 60402, to The Bank of New York Mellon f/k/a The Bank of New York as successor trustee for JPMorgan Chase Bank, N.A., as Trustee for the benefit of the Certificateholders of Popular ABS, Inc. Mortgage Pass-Through Certificates Series 2005-5.

Policy No. _____

Company _____

Felipe Garcia ✓
Felipe Garcia