



1311422021



RD1319749 E264084

ESTOPPEL AFFIDAVIT

STATE OF IL
COUNTY OF COOK

Doc#: 1311422021 Fee: \$68.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/24/2013 09:07 AM Pg: 1 of 4

BEFORE ME, the undersigned notary public, personally appeared AARON P. ZEITNER, who, having been first duly sworn according to law, represent, warrant, depose and say:

1. They have personal knowledge of all matters set forth in this Affidavit.
2. They are the Owners (hereinafter referred to as "Owner" or "Owners") of the fee simple title to certain real property (the "Property") situated in COOK County, ILLINOIS, legally described as follows:

See attached Exhibit "A"

PIN# 14-28-117-037-1039

3. There are no other persons who have an ownership interest in the Property other than Owner. The street address of the Property is 546 WEST SURF STREET, UNIT 2S, CHICAGO, IL 60657

4. The Owner is/are not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations) for purposes of United States income taxation and for purposes of disclosure under 26 U.S.C.A., Section 1445. The Owners is/are citizens of the United States of America, whose Social Security Numbers are on file in the with the issuing agent.

5. The Owner's title to and possession and enjoyment of the Property has been open, notorious, peaceable, and undisturbed, except that the Property is leased by Owner as follows:

TENANT DATE OF LEASE

None

6. Neither the Owner's title nor possession of the Property have ever been disputed or questioned nor is the Affiant aware of any facts by reason of which the title to, or possession of, the Property or any part of it or any personal property located on it might be disputed or questioned or by reason of which any claim to the Property or any portion of it or any personal property located on it might be adversely asserted, except as noted above.

7. There are no disputes concerning the location of the boundary lines of the Property as of this date.

8. There are no outstanding or unpaid taxes or assessments (pending or certified) or any unpaid or unsatisfied mortgages, claims of lien, notices of commencement, unrecorded easements, contracts for sale, agreements for deed, deeds, or other matters that constitute or could constitute a lien or encumbrance against the Property or any improvements on it or any part of it or against any personal property located on it as of this date.

9. There are no security agreements, financing statements, title retention contracts, or personal property leases affecting any materials, fixtures, appliances, furnishings, or equipment placed on or installed in or on the Property as of this date.

10. There are no actions, proceedings, judgments, bankruptcies, liens, or executions pending or recorded among the Public Records of COOK County, ILLINOIS or any other courts, as of this date, nor has an assignment for benefit of creditors been made at any time, nor is there now in effect any assignment of rents of the property or any part thereof, except as listed below. Owner is not insolvent as that term is defined in the Bankruptcy Code, nor is Owner contemplating filing Bankruptcy within ninety days hereof.

11. There are no unpaid bills of any nature, either for labor or materials used in making improvements or repairs of the Property, or for services of architects, surveyors, or engineers incurred in connection with the Property.

12. The Owner, in the operation of the Property, has complied in all respects with the Sales Tax Law of the State of ILLINOIS. Additionally, Owner has paid in full all taxes, charges, and assessments levied and assessed against the Property which are currently due and payable.

13. There are no violations of municipal, county, or other regulatory ordinances, rules, or regulations pertaining to the Property.

14. All utilities necessary for the use for the Property set forth above are in place.

15. That the following judgments or liens recorded in COOK, State of ILLINOIS, which Owner has examined, are not against the Owner but are against other persons or entities of a similar name:

16. NONE

17. There are no federal tax claims, liens, or penalties assessed against Owner either individually or in any other

BOX 333-CT

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capacity.

18. Owner has never changed his or her name, nor used any other name than that set forth herein at any time.

19. That Owner's marital status is:

~~Married~~ Single
~~Married~~ ~~Single~~

20. If married, Owners have been married to each other and have been so married continuously since N/A without ever having been married to any other person now living.

21. The Owner does not owe any monies to a depository for payment of support which may create a support lien on the Property.

22. The Purchaser of the Property intends to rely on the foregoing representations in connection with the United States Foreign Investment in Real Property Tax Act (94 Stat. 2682, as amended). Owner understands that his certification may be disclosed to the Internal Revenue Service by Purchaser and that any false statement contained in this certification may be punished by fine, imprisonment, or both.

23. The Property has not been used or involved with the disposal, treatment, or storage of hazardous waste or hazardous substances as those terms are defined by 42 U.S.C., Section 9601.

24. This Affidavit is made (1) to induce RESIDENTIAL INVESTMENTS, LLC. (hereinafter referred to as "Grantee") to accept a Deed in Lieu of Foreclosure, and (2) to induce BAY NATIONAL TITLE CO. to issue an Owner's policy of title insurance to the Grantee.

25. The Owner has not and Owner hereby agrees and represents that it will not execute any instrument, or do any act whatsoever, that in any way would or may affect the title to the Property, including but not limited to the mortgaging or conveying of the Property or an interest in it or causing any liens to be recorded against the Property or the Owner.

26. 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 intended as a mortgage, trust conveyance, or security of any kind, and that possession of said premises has been surrendered to the Grantee, or its successor or assigns; that the consideration in aforesaid deed was and is payment to Owner of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations by the said Grantee, or its successors or assigns, receipt of which is hereby acknowledged, together with the full cancellation of all debts, obligations, costs, and charges heretofore existing under and by virtue of the terms of a certain mortgage (in default) heretofore existing on the property therein and more fully described in the Deed executed simultaneously with this Affidavit, cancellation of record of said mortgage by the Grantee.

27. That the aforesaid deed of conveyance was made by Owner 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 Owner felt and still feels that the mortgage indebtedness above mentioned represents the fair value of the property so deeded; that said deed was not given as a preference against other creditors of Owner; that at the time it was given there was no other person or persons, firms, or corporations, other than the Grantee interested, either directly or indirectly, in said premises; that Owner is solvent and has no other creditors whose right would be prejudiced by such conveyance, and that Owner is not obligated upon any note, bond, or other mortgage whereby any lien has been created or exists against the premises described in said deed; and that Owner in offering to execute the aforesaid deed to the Grantee and in executing same, was not acting under any duress, undue influence, misapprehension, or misrepresentation by the Grantee, the agent or attorney or any other representative of the Grantee, and that it was the intention of Owner as grantors in said deed to convey and by said deed Owner did convey to the Grantee all their right, title, and interest absolutely in and to the premises described in said deed.

28. That the aforesaid deed of conveyance made by Owner was executed and delivered with the express understanding that it does not operate, even though placed of record, to effect such a merger of interest as to extinguish the mortgage lien, and that its receipt by Grantee does not constitute legal delivery and shall be of no binding force and effect whatsoever until such time as the Grantee consents to the acceptance of such deed, after approval of title by the Grantee. Grantee agrees to notify the owner of the acceptance or non acceptance of such deed within 30 days, after the property has been vacated and the Grantee is in receipt of the fully executed Deed. The receipt or acceptance on said deed as aforesaid shall in no way restrict the right of the Grantee, or the right of its successors in interest, to foreclose the mortgage debt if foreclosure is deemed desirable. From and after this date, Owner also assigns, transfers, and sets over to the Grantee any rentals then owing or which may thereafter become due from any occupant or occupants of said property.

29. This affidavit is made for the protection and benefit of the aforesaid Grantee, its successors and assigns, and all other parties hereafter dealing with or who may acquire any interest in the property described in the aforesaid deed, and shall bind the heirs, executors, administrators, and assigns of the undersigned.

30. Owner agrees to indemnify and hold Policy Issuing Agent and Underwriter harmless of and from all loss, cost, damage and expense of every kind, including attorneys' fees, which Policy Issuing Agent and Underwriter shall sustain or become liable for under its policy of title insurance not to be issued on account of or in reliance upon any

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Assessor's parcel No. 14-28-117-037-1039

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals on this the day and year first above written




AARON P. ZEITNER

STATE OF Illinois
COUNTY OF Cook

I, the undersigned, a Notary Public in and on said County, in the State aforesaid, DO HEREBY CERTIFY THAT Aaron Zeitner is personally known to me to be the same person whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered said instrument as his/her/their free and voluntary act, for the purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 1 day of February, 2013



Notary Public

My commission expires 05-26-14

THIS DOCUMENT PREPARED BY:

FRANK P. DEC, ESQ.
8940 MAIN STREET
CLARENCE, NY 14031
716-634-3405



Notary Public for Cook County Clerk's Office

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EXHIBIT A
LEGAL DESCRIPTION

ALL OF THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS KNOWN AND DESCRIBED AS FOLLOWS ("REAL ESTATE"), TO-WIT:

UNIT 546-2-S IN THE 540-48 W. SURF CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED LAND:

LOTS 17 AND 18 IN THE SUBDIVISION OF BLOCK 1 IN GILBERT HUBBARD'S ADDITION TO CHICAGO, A SUBDIVISION IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST APPURTENANT TO THE UNIT AS SET FORTH IN THE DECLARATION OF CONDOMINIUM DATED FEBRUARY 14, 2006 AND RECORDED MARCH 16, 2006 AS DOCUMENT NUMBER 0607510005 IN COOK COUNTY, ILLINOIS.

TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO THE UNIT AS SET FORTH IN THE DECLARATION OF CONDOMINIUM DATED FEBRUARY 14, 2006, AND RECORDED MARCH 16, 2006 AS DOCUMENT 0607510005 AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATION AS THEY ARE FILED OF RECORD PURSUANT TO THE DECLARATION AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATION ARE FILED OF RECORD IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS WHICH PERCENTAGE SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF EACH SUCH AMENDED DECLARATION AS THOUGH CONVEYED HEREBY.

TAX ID: 14-28-117-037-1039

PROPERTY COMMONLY KNOWN AS 546 WEST SURF STREET, UNIT 2S, CHICAGO, IL 60657

Cook County Clerk's Office