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1325919065 Fee: \$56.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Affidavlt Fee: \$2.00 Karen A. Yarbrough

Cook County Recorder of Deeds Date: 09/16/2013 02:51 PM Pg: 1 of 10

VILLAGE OF SKOKIE ECONOMIC DEVELOPMENT TAX

Exempt unoc provisions paragraph L Section 31-45 Property Tax Code."

Signature

Prepared By:

Daniel Morris, Esq., Deeds on Demand, PC

5029 Corporate Words Drive, Suite 175, Virginia Beach, VA 23462

Mail Tax Statement to: Bayview Loan Servicing, LLC

4425 Ponce De Leor, Boulevard, 5th Floor, Coral Gables, Florida 33146

Timios, inc

Return to:

5716 Corsa Ave, Sulte 102 Westlake Village, CA 91362

Permanent Real Estate Index Number: 10-21-307-360-0000

DEED IN LIEU OF FORECLOSURE

SAMUEL E. RANNOCHIO and DAISY E. RANNOCHIO, hus'and and wife, whose mailing address is 5361 Washington Street, Skokie, IL 60077-2457 (the "Grantor"), for valuable consideration in the amount of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, does hereby convey and warrant, in fee simple, unto BAYVIEW LOAN SERVICING, LLC, a Delaware Limited Liability Company, whose address is 4425 Ponce De Leon Boulevard, 5th Floor, Coral Gables, Florida 33146, hereinafter referred to as "Grantee", the following described real estate situated in the County of Cook, in the State of Illinois, is wit:

Lot 18 (except the East 5 feet thereof) and Lot 19 in Block 3 in Main Street and Lincoln Avenue "L" Subdivision of part of the West 1/2 of Section 21, Township 41 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded in the Registrar's Office June 11, 1925 as Document 259780, in Cook County, Illinois.

Prepared by Deeds on Demand, PC

5029 Corporate Woods Drive, Suite 225-A, Virginia Beach, VA 23462. 757-321-6936. The attorney(ies) who prepared this instrument has/have not performed a title examination of the subject property and therefore makes no opinion or warranty as to the quality of title. The parties to this instrument agree they have reviewed, understand and accept its terms, acknowledge that they have read, understand and agree with the terms of the Deeds on Demand Invoice, Client Disclosure and Agreement (see www.deedsondemand.com/terms-ofservice.aspx), and that the attorney/client relationship between the client(s) ordering and paying for the instrument and attorney(ies) preparing this instrument is strictly limited to the instrument's preparation. Order #

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Being the same property conveyed to Samuel E. Rannochio and Daisy E. Rannochio, husband and wife, as tenants by the entirety by deed from Samuel E. Rannochio and Daisy Miller (now known as Daisy E. Rannochio) recorded 11/03/2004 in Deed 0430802380, in the Office of the County Recorder of Cook County, Illinois.

Property Address: 5361 Washington Street, Skokie, IL 60077-2457

AND hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

NO MERGER. GRANTOR AGREES AND ACKNOWLEDGES THAT ITS ENTRY INTO THIS DEED, AND THE OTHER DOCUMENTS CONTEMPLATED HEREBY SHALL NOT RESULT IN A MERGER OF TRANSFEREE'S INTEREST UNDER THE DEED OF TRUST WITH TRANSFEREE'S INTEREST UNDER THE DEED. THE TERMS, COVENANTS, REPRESENTATIONS, AND WARRANTIES OF THIS AGREEMENT SHALL NOT MERGE INTO THE DEED BUT SHALL SURVIVE THE CLOSE OF THE TRANSACTION CONTEMPLATED HEREBY.

TO HAVE AND TO HOLD same unto Grantee's assigns forever, with all appurtenances thereon belonging.

THIS CONVEYANCE made subject to all easements, and building or use restrictions of record, including, but not limited to, those for public roads and highways, restrictive covenants, utilities, railroads, and pipelines. The conveyance is also subject to all applicable zoning, ordinances, statutes, rules, or regulations, as amended.

GRANTOR does, for Grantor and Grantor's heirs, personal representatives, executors and assigns, forever hereby covenant with Grantee that Grantor is lawfully seized in fee simple of said premises; that the premises are free from all encumbrances, unless cherwise noted above; and that Grantor has a good right to sell and convey the same as aforesaid.

IN WIFNESS WHEREOF, this deed was executed by the Grantor this the

30 day

LIGHT P PARIOCINO

Prepared by Deeds on Demand, PC

5029 Corporate Woods Drive, Suite 225-A, Virginia Beach, VA 23462. 757-321-6936. The attorney(ies) who prepared this instrument has/have not performed a title examination of the subject property and therefore makes no opinion or warranty as to the quality of title. The parties to this instrument agree they have reviewed, understand and accept its terms, acknowledge that they have read, understand and agree with the terms of the Deeds on Demand Invoice, Client Disclosure and Agreement (see www.deedsondemand.com/terms-of-service.aspx), and that the attorney/client relationship between the client(s) ordering and paying for the instrument and attorney(ies) preparing this instrument is strictly limited to the instrument's preparation. **Order** #

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COUNTY OF Cool	} ss:		
I, the undersigned, a Notary Public in CERTIFY THAT, SAMUEL E. RAN person whose name is subscribed to t person, and acknowledged that he should and voluntary act, for the purposes the	NOCHIO, is per the foregoing instead a signed, sealed a	rsonally known to me to be trument, appeared before n	e the same ne this day in
Given under my hand and notarial sea	al, this day of	July 31	_, 20
Motary Public My Commission expires	Dens	OFFICIAL SEA ROBERT B. BRON NOTARY PUBLIC, STATE My Commission Expires Ju E. Rannochio E. RANNOCHIO	OF ILLINOIS

I, the undersigned, a Notary Public in and of said County, in the State aforesaid, DO HEREBY CERTIFY THAT, DAISY E. RANNOCHIO, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/sine signed, sealed and delivered said instrument as his/her free and voluntary act, for the purposes therein set forth.

Given under my hand and notarial seal, this day of

wy Whiley

July 31 00 13

Notary Public

My Commission expires:

STATE OF ILLINOIS COUNTY OF COOK

STATE OF ILLINOIS

OFFICIAL SEAL
ROBERT B. BROMBERG
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires June 03, 2014

Prepared by Deeds on Demand, PC

5029 Corporate Woods Drive, Suite 225-A, Virginia Beach, VA 23462. 757-321-6936. The attorney(ies) who prepared this instrument has/have not performed a title examination of the subject property and therefore makes no opinion or warranty as to the quality of title. The parties to this instrument agree they have reviewed, understand and accept its terms, acknowledge that they have read, understand and agree with the terms of the Deeds on Demand Invoice, Client Disclosure and Agreement (see www.deedsondemand.com/terms-of-service.aspx), and that the attorney/client relationship between the client(s) ordering and paying for the instrument and attorney(ies) preparing this instrument is strictly limited to the instrument's preparation. **Order** #

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STATEMENT OF GRANTOR/GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated 8-10, 2013 Signature:	4 A
Grantor	or Agent
Subscribed and sworn to before me by the said a gellt Sarah 60n2a this 19th day of Argust, 2013 Notary Public	L. AGUILERA COMM. #1928504 Notary Public - California Ventura County My Comm. Expires Mar. 14, 2015

The grantee or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated 8-19, 2013 Signature: Show Grantee or Agent Subscribed and sworn to before Sarah Gonzales me by the said agent L. AGUILERA COMM. #1928504

this 19th day of 2013 Notary Public

Notary Public - California

Ventura County Comm. Expires Mar. 14.

NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class Conisdemeanor for the first offense and of a Class A. misdemeanor for subsequent offenses.

(Attach to deed or AB) to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.

Exhibit

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ESTOPPEL AFFIDAVIT

I, Daisy E Rannochio, being first duly sworn, states, under penalty of perjury as follows:

- 1. I am over the age of Eighteen (18) years and otherwise competent to make this Affidavit.
- 2. The statements contained in this Affidavit are based on my personal knowledge.
- 3. I am the same party who made, executed, and delivered or is about to make, execute, and deliver a deed to Bayview Loan Servicing, LLC, which is attached to this Affidavit and incorporated by reference into this Affidavit as though fully set forth here ("Deed") conveying the property following described in the Deed ("Real Property").
- 4. The Deed is intended to be an absolute conveyance to the title to the Real Property and is not intended as a mortgage, trust conveyance, or security of any kind.
- 5. It is my intention to corvey to Bayview Loan Servicing, LLC, all of my right, title, and interest to the Real Property.
- 6. Possession of the property has or will be surrendered to Bayview Loan Servicing, LLC, as set forch in a certain Deed in Lieu of Foreclosure Agreement between Bayview Loan Servicing, LLC, and me.
- 7. In executing and delivering the Deed, I am not under any legal disability such as coercion, duress, or undue influence, and I have acted freely, voluntarily, and of my own free wirl.
- 8. The consideration for executing the Deed is more fully set forth in the Deed in Lieu of Foreclosure Agreement. The consideration I have received for executing the Deed is fair under the circumstances.
- 9. I have conducted an independent investigation of the fair marker value of the property and have determined that, based on that investigation, there is no equity in the Real Property.
- 10. I warrant and represent that the following statement that is checked and initialed by me is true and accurate and the remaining statements are inapplicable to this matter:
 - a. I have not previously declared bankruptcy and a bankruptcy case in my name is neither currently pending nor has ever been pending in any Federal Bankruptcy Court. [Initials:

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Estoppel Affidavit of Daisy E Rannochio Page 2 of 3

D.	i previously declared bankruptcy. That bankruptcy petition
	was dismissed and is not currently pending in any Federal
	Bankruptcy Court. [Initials:].
c.	☐ I previously declared bankruptcy. I received a discharge
	from the bankruptcy court and a copy of that discharge is
	attached to this Affidavit. [Initials:].

- 11. I have no current plans to file a petition for bankruptcy in the foreseeable future.
- 12. I am not currently a party to any lawsuit in any Court that could affect my ability to transfer the Real Property to Bayview Loan Servicing, LLC.
- 13. This Affidavit is made for the protection and benefit of Bayview Loan Servicing, LLC: Timios, Inc.; and/or, the successors and/or assigns of either of them.
- 14. All representations, statements or warranties made by me in the Deed in Lieu of Foreclosure Agreement are true and accurate to the best of my knowledge.
- 15. I understand that Bayview Loan Servicing, LLC, and Timios, Inc., are relying on the statements contained in this Affidavit and the representations, warranties, and agreements made by me in the Deed in Lieu of Foreclosure Agreement in executing that Agreement and agreeing to its terms and provisions.
- 16. The conveyance contemplated by the Deed in Lieu of Foreclosure Agreement and any Exhibits to the Deed in Lieu of Foreclosure Agreement is a straightforward conveyance and not an equitable mortgage.
- 17. The conveyance contemplated by the Deed in Lieu of Foreclosure Agreement and any Exhibits to the Deed in Lieu of Foreclosure Agreement will neither render me insolvent nor will it cause me to file for bankruptcy.
- 18. All other persons or business entities subsequently dealing with or whom may acquire an interest in the Real Property, and all title insurance companies that insure title to the Real Property (including, but not limited to Timios, Inc.) are entitled to rely on the statements made in this Affidavit and the representations, warranties, and agreements made by me in the Deed in Lieu of Foreclosure Agreement.
- 19. I understand and agree that I have waived or released any and all claims, known or unknown, that I have or might have against

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Estoppel Affidavit of Daisy E Rannochio Page 3 of 3

Bayview Loan Servicing, LLC; and/or Timios, Inc., and/or their accountants, agents, attorneys, directors, employees, managers, members, officers, servants, and/or shareholders.

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ESTOPPEL AFFIDAVIT

- I, Samuel E Rannochio, being first duly sworn, states, under penalty of perjury as follows:
- 1. I am over the age of Eighteen (18) years and otherwise competent to make this Affidavit.
- 2. The statements contained in this Affidavit are based on my personal knowledge.
- Jan the same party who made, executed, and delivered or is about to make, execute, and deliver a deed to Bayview Loan Servicing, LLC, which is attached to this Affidavit and incorporated by reference into this Affidavit as though fully set forth here ("Deed") conveying the property following described in the Deed ("Real Property").
- 4. The Deed is intended to be an absolute conveyance to the title to the Real Property and is not intended as a mortgage, trust conveyance, or security of any kind.
- 5. It is my intention to convey to Bayview Loan Servicing, LLC, all of my right, title, and interest to the Real Property.
- 6. Possession of the property has or will be surrendered to Bayview Loan Servicing, LLC, as set ion in a certain Deed in Lieu of Foreclosure Agreement between Bayview Loan Servicing, LLC, and me.
- 7. In executing and delivering the Deed, I am not under any legal disability such as coercion, duress, or under influence, and I have acted freely, voluntarily, and of my own free will.
- 8. The consideration for executing the Deed is more fully set forth in the Deed in Lieu of Foreclosure Agreement. The consideration I have received for executing the Deed is fair under the circumstances
- 9. I have conducted an independent investigation of the fair market value of the property and have determined that, based on that investigation, there is no equity in the Real Property.
- 10. I warrant and represent that the following statement that is checked and initialed by me is true and accurate and the remaining statements are inapplicable to this matter:

a I have not previously declared bankruptcy and a bankruptcy case in my name is neither currently pending nor has ever been pending in any Federal Bankruptcy Court. [Initials:

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Estoppel Affidavit of Samuel E Rannochio Page 2 of 3

D.	I previously declared bankruptcy. That bankruptcy petition
	was dismissed and is not currently pending in any Federal
	Bankruptcy Court. [Initials:].
c.	☐ I previously declared bankruptcy. I received a discharge
	from the bankruptcy court and a copy of that discharge is
	attached to this Affidavit. [Initials:].

- 11. I have no current plans to file a petition for bankruptcy in the foreseeable future.
- 12. I am not currently a party to any lawsuit in any Court that could affect my ability to transfer the Real Property to Bayview Loan Servicing, LLC.
- 13. This Afridatit is made for the protection and benefit of Bayview Loan Servicing, LLC; Timios, Inc.; and/or, the successors and/or assigns of either of them.
- 14. All representations, statements or warranties made by me in the Deed in Lieu of Foreclosure Agreement are true and accurate to the best of my knowledge.
- 15. I understand that Bayview Loan Servicing, LLC, and Timios, Inc., are relying on the statements contained in this Affidavit and the representations, warranties, and agreements made by me in the Deed in Lieu of Foreclosure Agreement in executing that Agreement and agreeing to its terms and provisions.
- 16. The conveyance contemplated by the Deed in Lieu of Foreclosure Agreement and any Exhibits to the Deed in Lieu of Foreclosure Agreement is a straightforward conveyance and not an equitable mortgage.
- 17. The conveyance contemplated by the Deed in Lieu of Foreclosure Agreement and any Exhibits to the Deed in Lieu of Foreclosure Agreement will neither render me insolvent nor will it cause me to file for bankruptcy.
- 18. All other persons or business entities subsequently dealing with or whom may acquire an interest in the Real Property, and all title insurance companies that insure title to the Real Property (including, but not limited to Timios, Inc.) are entitled to rely on the statements made in this Affidavit and the representations, warranties, and agreements made by me in the Deed in Lieu of Foreclosure Agreement.
- 19. I understand and agree that I have waived or released any and all claims, known or unknown, that I have or might have against

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Estoppel Affidavit of Samuel E Rannochio Page 3 of 3

Bayview Loan Servicing, LLC; and/or Timios, Inc., and/or their accountants, agents, attorneys, directors, employees, managers, members, officers, servants, and/or shareholders.

The foregoing is true and correct.
Sam E. Aling
Samuel E Rannochio
County of Cas (
State of Sta
Ox.
Subscribed to and sworn (or affirmed) before me on this 3/ day
of
to me on the basis of satisfactory evidence to be the person who appeared
before me.
muyery
Notary Public
My Commission expires on:
75
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
OFFICIAL SEAL ROBERT B. BROMBERG NOTARY PUBLIC, STATE OF ILLINOIS

My Commission Expires June 03, 2014