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Doc#: 1330339045 Fee: \$54.00
RHSP Fee:\$9.00 RPPF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/30/2013 09:44 AM Pg: 1 of 9

✓ **TIMIOS, INC**
5716 CORSA AVENUE
SUITE 102
WESTLAKE VILLAGE, CA 91362

Prepared By: Daniel Morris, Esq., Deeds on Demand, PC
5029 Corporate Woods Drive, Ste 225-A, Virginia Beach, VA 23462

Mail Tax Statement to: Bayview Loan Servicing, LLC
4425 Ponce De Leon Boulevard, 5th Floor, Coral Gables, Florida 33146

Return to: ✓

Permanent Real Estate Index Number 02-03-108-031-0000

DEED IN LIEU OF FORECLOSURE

FREDERICK J. HERZFELDT, a divorced- re married man, joined by his wife, JOAN VARGAS, whose mailing address is 2312 North Barrington Woods Road, Palatine, IL 60074, (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, to-wit:

Lot 54 (except the North 5 feet thereof) and Lot 55 (except the South 70 feet thereof) of Barrington Woods, a Subdivision of the North 30 acres of the Northeast 1/4 of the Northwest 1/4 of Section 3, Township 42 North, Range 10 East of the Third Principal Meridian, (except therefrom the West 435.6 feet of the North 200 feet of said 30 acres), in Cook County, Illinois.

Being the same property conveyed to Frederick J. Herzfeldt, a married man by deed from Jennifer A. Herzfeldt, a married woman recorded 02/03/2009 in Document No. 0903417022, in the Office of the Recorder of Deeds for 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 Deed on Demands, Client Disclosure and Agreement (see www.deedsondemandusa.com/agreement), 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 04-1130.**


EXEMPT UNDER PROVISIONS PARAGRAPH L SECTION 31-45
PROPERTY TAX CODE.

 8/21
DATE

 [Signature]
SIGN (AGENT)

S Y
P 3
S N
M H
SC Y
E T
INT FF

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STATE TAX	STATE OF ILLINOIS	REAL ESTATE TRANSFER TAX
	OCT. 30. 13	00140.00
REAL ESTATE TRANSFER TAX DEPARTMENT OF REVENUE	# 0000017095	FP 103037

Property Address: 2312 North Barrington Woods Road, Palatine, IL 60074

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, and 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 otherwise noted above; and that Grantor has a good right to sell and convey the same as aforesaid.

IN WITNESS WHEREOF, this deed was executed by the Grantor this the 14 day of May, 2013.

COUNTY TAX	COOK COUNTY REAL ESTATE TRANSACTION TAX
	OCT. 29. 13
REVENUE STAMP	

# 0000016942	REAL ESTATE TRANSFER TAX
	00070.00
	FP 103042


FREDERICK J. HERZFELDT (Seal)

Prepared by: Deeds on Demand, PC

5029 Corporate Woods Drive, Suite 225-A, Virginia Beach, VA 23462 (757) 321-6936

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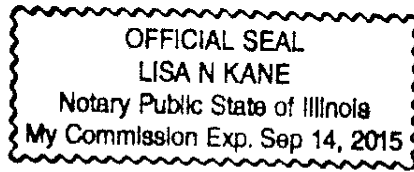
STATE OF ILLINOIS }
COUNTY OF COOK } ss:

I, the undersigned, a Notary Public in and of said County, in the State aforesaid, DO HEREBY CERTIFY THAT, FREDERICK J. HERZFELDT, 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 she signed, sealed and delivered said instrument as his free and voluntary act, for the purposes therein set forth.

Joan Vargas

Given under my hand and notarial seal, this day of 14 MAY, 2013.

Lisa N Kane
Notary Public
My Commission expires 9-14-15



Joan Vargas (Seal)
JOAN VARGAS

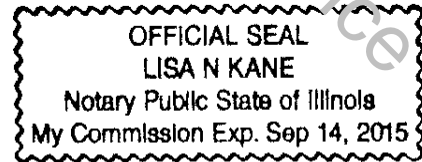
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UNOFFICIAL COPY *EXHIBIT*

ESTOPPEL AFFIDAVIT

I, Frederick J. Herzfeldt, 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 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 forth in a certain Transfer 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 will.
8. The consideration for executing the Deed is more fully set forth in the Transfer 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 statement is 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: FJH].

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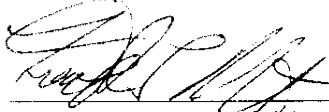
Estoppel Affidavit of
Frederick J. Herzfeldt
Page 2 of 3

- b. 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 representation, statements or warranties made by me in the Transfer 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 Transfer Agreement in executing that Agreement and agreeing to its terms and provisions.
16. The conveyance contemplated by the Transfer Agreement and any Exhibits to the Transfer Agreement is a straightforward conveyance and not an equitable mortgage.
17. The conveyance contemplated by the Transfer Agreement and any Exhibits to the Transfer 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 Transfer 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 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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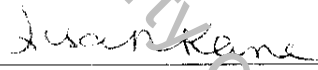
Estoppel Affidavit of
Frederick J. Herzfeldt
Page 3 of 3

The foregoing is true and correct.

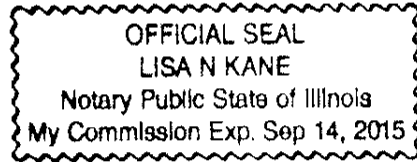


Frederick J. Herzfeldt

Subscribed to and sworn (or affirmed) before me on this 14 day
of MAY, 2013, by Frederick J. Herzfeldt, proved
to me on the basis of satisfactory evidence to be the person who appeared
before me.



Notary Public
My Commission expires on: 9-14-15



STATE OF ILLINOIS
COUNTY OF COOK

Property of Cook County Clerk's Office

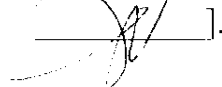
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ESTOPPEL AFFIDAVIT

I, Joan Vargas, 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 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 forth in a certain Transfer 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 will.
8. The consideration for executing the Deed is more fully set forth in the Transfer 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 statement is 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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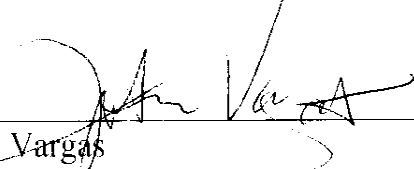
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13. This Affidavit is made for the protection and benefit of Bayview Loan Servicing, LLC; Timios, Inc.; and/or, the successors and/or assigns of either of them.
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17. The conveyance contemplated by the Transfer Agreement and any Exhibits to the Transfer 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 Transfer 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 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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Estoppe Affidavit of
Joan Vargas
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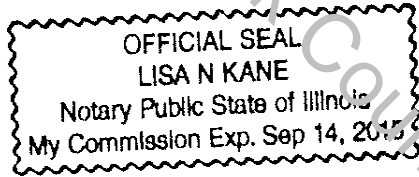
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COUNTY OF COOK



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