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Doc#: 1404539015 Fee: \$50.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Affidavit Fee: \$2.00 Karen A. Yarbrough

Cook County Recorder of Deeds Date: 02/14/2014 09:02 AM Pg: 1 of 7

"Exempt under provisions paragraph

Section 31-45 Property Tax Code."

Signature

Prepared By:

Daniel R. Morris, Esq., Deeds on Demand, PC

5029 Corr vate Woods Drive, Suite 175, 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:

Timios, Inc 5716 Corsa Ave. Suite 102 Westlake Village, CA 91362

Permanent Real Estate Index Number: 25-17-319-014-0000

RHOLLANI

DEED IN LIEU OF FORECLOSURE

TAMIKKO PETERSON, a single person, whose mailing address is 1327 West 109th Street, Chicago, IL 60643-3604, (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 11 in Block 10 in Frank Timmis' Morgan Park Subdivision of Blocks 10, 11 and 14 of Street's Subdivision of the East 1/2 of the Southwest 1/4 of Section 17, Township 37 North, Range 14, East of the Third Principal Meridian, 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 asps), 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 11-1734.



of Finance **661026** City of Chicago Dept. of Finance

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Being the same property conveyed To Tamikko Peterson, a single person, by deed from Henryk Bednarz, a bachelor, recorded 12/06/2005 in Deed 0534002040, in the Office of the County Recorder of Cook County, Illinois.

Property Address: 1327 West 109th Street, Chicago, IL 60643-3604

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 MORTGAGE 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 un o 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, videos 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 November , 2013.

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-

ETYTER ASDA), 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 11-1734.

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STATE OF ILLINOIS COUNTY OF (to k

) } ss:

1. the undersigned, a Notary Public in and of said County, in the State aforesaid, DO HEREBY CERTIFY THAT, TAMIKKO PETERSON, 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/she 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 November 27

.20/3

Notary Public

My Commission expires: 10-10-20/La

OFFICIAL SEAL
KIMBERLY D ARNOLD
Notary Public - State of Illinois
My Commission Expires Oct 10, 2016

Please Reference Estoppel Affidavit attached as Exhibit

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-pervice.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 11-1734.

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Exhibit to Deed in Lieu ESTOPPEL AFFIDAVIT

- I, Tamikko Peterson, 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
- 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.
- 6. Possession of the property has or will be surrendered to Bayview Loan Servicing, LLC, as set forth 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 will.

 8. The consideration for execution the Decideration for execution for execution the Decideration for execution the Decideration for execution for ex
- 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:

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

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Estoppel Affidavit of Tamikko Peterson Page 2 of 3

b. I previously declared bankruptcy. That bankruptcy petition
was dismissed and is not currently pending in any Federal
Bankmintary Court William and Federal
Danki upicy Court. Hnitials. — 1
c. I previously declared bankruptcy. I received a discharge from the bankruptcy.
from the hankrunter and the first a discharge
from the bankruptcy court and a copy of that discharge is
attached to this Affidavit. [Initials:
have no current plans to file a nation of

- 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 De d 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 UNOFFICIAL COPY

Tamikko Peterson 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.

Lumba Rt Tanikko Peterson	
County of COOK	
State of It Inois)SS	
Subscribed to and sworn (or affirmed) before me on this of Norchber, 2013, by Tamikko Pet me on the basis of satisfactory evidence to be the persobefore me. White Description Descripti	ercon massed 4
OFFICIAL SEAL KIMBERLY D ARNOLD Notary Public - State of Illinois My Commission Expires Oct 10, 2016	0////
	(CO

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STATEMENT BY GRANTOR AND 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 November 27, 2013						
O THE	Signature: Sun the flat Grantor or Agent					
Subscribed and sworn to before the By the said 10mil to Percessor This 21, day of November 12013 Notary Public 10mil to Schrift	OFFICIAL SEAL KIMBERLY D ARNOLD Notary Public - State of Illinois My Commission Expires Oct 10, 2016					
The grantee or his agent affirms and verifies that 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.						
Date January 14th , 2014	Q/Z.					
Sig	gnature: 50 A Sayah (nonzales Grante : or Agent					
Subscribed and sworn to before me By the said Agent This 10 ^{+h} , day of anyan, 2019 Notary Public	L. AGUIL CR'. COMM. #1926.504 Notary Public - Caniora Ventura County My Comm. Expires Mar. 14, 2015					

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

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