

# UNOFFICIAL COPY



Doc#: 1407045010 Fee: \$52.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Affidavit Fee: \$2.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/11/2014 09:22 AM Pg: 1 of 8

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

*[Signature]* Date 2-18-2014

Prepared By: Daniel Morris, Esq., Deeds on Demand, PC  
5029 Corporate 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

R# 145966

Permanent Real Estate Index Number: 03-27-402-038-0000

## DEED IN LIEU OF FORECLOSURE

MARY H. AMEDIN, widowed-not remarried, whose mailing address is 1238 North Wheeling Road, Mount Prospect, IL 60056-1222 (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:

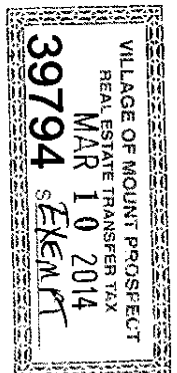
Parcel 1:

The West 20.50 feet, as measured on the North line thereof, of that part lying East of a line drawn at right angles to the North line from a point on said North line 137.63 feet West of the northeast corner thereof and lying northerly of a line 30.00 feet northeasterly as measured at right angles of the most southwesterly line and said line extended of the following described tract:

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](http://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 # 02-2053.**



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That part of Lots 4, 5, 6 and out Lot "A" in Brickman Manor, First Addition Unit Number 1, being a subdivision of part of the East 1/2 of the southeast 1/4 of Section 27 and part of the West 1/2 of the West 1/2 of the South-East 1/4 of Section 26, Township 42 North, Range 11, East of the Third Principal Meridian, described as follows:

BEGINNING at a point in the East line of said Lot 4 which is 26.00 feet South of the northeast corner of Lot 4; thence West along a line 26.00 feet South of the North line of Lot 4 and said line extended, a distance of 276.56 feet to the West line of out Lot "A"; thence South along the West line of out Lot "A" a distance of 91.46 feet to a point 119.42 feet North of the southwest corner of out Lot "A"; thence southeasterly on a line drawn from said point on the East line of out Lot "a" to a point 93.94 feet South of the southeast corner of Lot 4 on the East line of Lots 1, 2, 3 and 4 extended, a distance of 145.85 feet; thence northeasterly on a line forming an angle of 90 degrees 35 minutes 17 seconds from northwest to southeast with the last described course, a distance of 30.00 feet; thence southeasterly on a line forming an angle of 90 degrees 39 minutes 27 seconds from southwest to southeast with the last described course a distance of 24.00 feet; thence northeasterly on a line forming an angle 90 degrees 39 minutes 27 seconds from northwest to northeast with the last described course, a distance of 15.40 feet to an intersection with a line 31.79 feet South of and parallel with the North line of Lot 5; thence East along said line 31.79 feet South of and parallel with the North line of Lot 5, a distance of 100.00 feet to the easterly line of Lot 5; thence northerly along the easterly line of Lots 4 and 5, a distance of 73.79 feet to the place of BEGINNING, in Cook County, Illinois.

Parcel 2:

The westerly 12.00 feet of the easterly 60.00 feet as measured on the northerly and southerly lines thereof, of the most southwesterly 30.00 feet as measured at right angles to the southwesterly line thereof, of the following described tract:

That part of Lots 4, 5, 6 and out Lot "A" in Brickman Manor, First Addition Unit Number 1, being a subdivision of part of the East 1/2 of the southeast 1/4 of Section 27 and part of the West 1/2 of the West 1/2 of the southeast 1/4 of Section 26, Township 42 North, Range 11, East of the Third Principal Meridian, described as follows:

BEGINNING at a point in the East line of said Lot 4 which is 26.00 feet South of the northeast corner of Lot 4; thence west along a line 26.00 feet south of the North line of Lot 4 and said line extended, a distance of 276.58 feet to the West line of out Lot "A"; thence South along the West line of out Lot "A" a distance of 91.46 feet to a point 119.42 feet North of the southwest corner of out Lot "A"; thence southeasterly on a line drawn from said point on the East line of out Lot "A" to a point 93.94 feet South of the southeast corner of Lot 4 on the East line of Lots 1, 2, 3 and 4 extended, a distance of 145.85 feet; thence northeasterly on a line forming an angle of 90

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degrees 39 minutes 27 seconds from northwest to southeast with the last described course, a distance of 30.00 feet; thence southeasterly on a line forming an angle of 90 degrees 39 minutes 27 seconds from southwest to South East with the last described course a distance of 24.00 feet; thence northeasterly of a line forming an angle 90 degrees 39 minutes 27 seconds from northwest to northeast with the last described course, a distance of 18.40 feet to an intersection with a line 31.79 feet South of and parallel with the North line of Lot 5; thence East along said line 31.79 feet South of and parallel with the North line of Lot 5, a distance of 100.00 feet to the easterly line of Lot 5; thence northerly along the easterly line of Lots 4 and 5, a distance of 73.79 feet to the place of BEGINNING, in Cook County, Illinois.

Being the same property conveyed to Nazar O. Amedin and Mary H. Amedin, husband and wife, not in tenancy in common, but in joint tenancy, herein by deed dated September 12, 1994 and recorded on September 13, 1994 in Document Number 94795462, in the Office of the Cook County Recorder, State of Illinois. The said Nazar O. Amedin, having departed this life on or about October 3, 2011, and said property transferring unto Mary H. Amedin, by operation of law.

Property Address: 1238 North Wheeling Road, Mount Prospect, IL 60056-1222

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 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

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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](http://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 # 02-2053.**

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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 18 day Feb, 20 14

Mary H. Amedin (Seal)  
MARY H. AMEDIN

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, MARY H. AMEDIN, 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 Feb 18, 20 14.

Anna Binkowicz

Notary Public  
My Commission expires:

12-27-2014



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## ESTOPPEL AFFIDAVIT Exhibit

I, Mary H. Amedin, 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 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 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: M.A.].

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Estoppel Affidavit of  
Mary H. Amedin  
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 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.

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Estoppel Affidavit of  
Mary H. Amedin  
Page 3 of 3

The foregoing is true and correct.

*M. H. Amedin*  
Mary H. Amedin

County of COOK )  
) SS  
State of ILLINOIS )

Subscribed to and sworn (or affirmed) before me on this 18 day  
of Feb, 2014, by Mary H. Amedin, proved to me  
on the basis of satisfactory evidence to be the person who appeared  
before me.

*Anna Sinkowicz*  
Notary Public  
My Commission expires on: 12-27-2014



Property of Cook County, Illinois Notary Public's Office

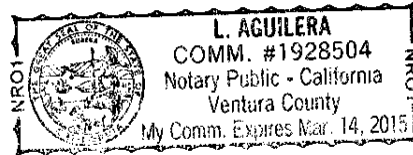
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## STATEMENT OF GRANTOR/GRANTEE

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 March 4, 2014 Signature: S.A.A. Sarah Gonzales  
Grantor or Agent

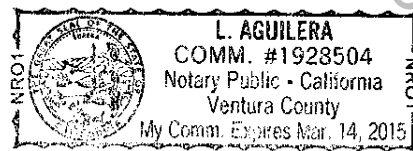
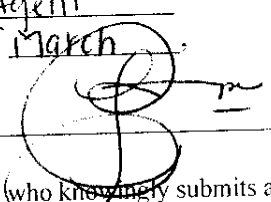
Subscribed and sworn to before me by the said Agent this 4 day of March 2014.  
Notary Public \_\_\_\_\_



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 March 4, 2014 Signature: S.A.A. Sarah Gonzales  
Grantee or Agent

Subscribed and sworn to before me by the said Agent this 4 day of March 2014.  
Notary Public \_\_\_\_\_



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