

# UNOFFICIAL COPY



## QUIT CLAIM DEED IN LIEU OF FORECLOSURE

EXEMPTION CERTIFICATE: THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS TRANSACTION IS EXEMPT FROM TRANSFER TAX UNDER THE PROVISIONS OF CHAPTER 120, SECTION 1004 (I) OF THE ILLINOIS REVISED STATUTES.

Doc#: 1411356062 Fee: \$44.00  
RHSP Fee:\$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/23/2014 04:14 PM Pg: 1 of 4

(The Above Space for Recorder's Use Only)

THE GRANTORS:

**BETTY GRIFFIN, a single woman**

of the City of Chicago of the County of Cook, State of Illinois for and in consideration of TEN DOLLARS (\$10.00) in hand paid, CONVEY AND WARRANT to THE GRANTEES:

LIOR CORESH and RUTH CORESH, as Joint Tenants

the following described Real Estate situated in the County of Cook, in the State of Illinois, to-wit

SEE ATTACHED LEGAL DESCRIPTION

P.I.N. # 20-29-227-001-0000 7401 S. Morgan, Chicago, Illinois 60621

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

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee and its successors and assigns and to QUIT CLAIM all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or claim the same, or any part thereof, by, through, or under Grantor but not otherwise.

The Deed is given by Grantor as a deed in lieu of foreclosure within the purview of 735 ILCS 5/15-1401. It is the purpose and intent of Grantor and Grantee that the interests of Grantee shall not merge with the interests of LIOR CORESH AND RUTH CORESH, under the Mortgage dated June 19, 2009 and recorded 7/27/09 as document number 0920829092

Dated: April 14, 2014

x Betty Griffin  
BETTY GRIFFIN

STATE OF ILLINOIS )  
COUNTY OF COOK )SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that **BETTY GRIFFIN**, 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 they signed and delivered the said instrument as her/his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal, as of the April 14, 2014

Marshall Richter  
Notary Public



This instrument was prepared by: Marshall Richter, 5250 Old Orchard Road STE 300, Skokie, IL 60077.

**UNOFFICIAL COPY****AGREEMENT FOR  
DEED IN LIEU OF FORECLOSURE  
AND ESTOPPEL AFFIDAVIT**

P.I.N. # 20-29-227-001-0000

7401 S. Morgan, Chicago, Illinois 60621

State of Illinois)  
County of Cook) ss

On this April 14 2014, **BETTY GRIFFIN**, being the mortgagors and grantors, as recited herein, being fully duly and separately sworn each for himself and herself, depose and say as follows;

That they were the mortgagor in a certain mortgage made by them to LIOR CORESH and RUTH CORESH, dated 6/19/09, and recorded 7/27/09 as document number 0920029092 in the recorder office of Cook County, Illinois (herein after referred to as the mortgage). That the loan secured by said mortgage is in default.

That they are the parties who made, executed and delivered that certain deed to mortgagee, dated, conveying the land as described therein, being the same land as described in the mortgage identified hereinabove, as a deed in lieu of foreclosure pursuant to 735 ILCS 5/15-1401, and in termination of mortgagors interest in the following described real estate.

SEE ATTACHED LEGAL DESCRIPTION

P.I.N. # 20-29-227-001-0000.

7401 S. Morgan, Chicago, Illinois 60621

That the aforesaid deed is an absolute conveyance of title to the said property to the mortgagee/grantee in effect as well as in form, and was not and is not intended as a mortgage, trust conveyance, or security of any kind; that the possession of said property has been surrendered to mortgagee/grantee, and that the consideration of the aforesaid deed is payment by the mortgagee/grantee at the request of the deponent's and for their account, of an amount sufficient to discharge liability of the deponents, whenever any such liability exists, for any taxes in the nature of transfer taxes or recording taxes upon the conveyance, whether or not such payment is required to be shown by documentary stamps affixed to said deed, receipt of which is hereby acknowledged, and deponents hereby appoint mortgagee/grantee their agent with full power, for them in their name, to pay and discharge any such tax liability, and to purchase and attach to said deed, and to cancel, any required documentary stamps, if and when any documentary stamps shall be required; and that the further consideration for the aforesaid deed is;

The full cancellation of all notes on, obligations, costs and charges secured by the mortgage in default heretofore existing on the property therein and herein before described and executed mortgagors to mortgagee/grantee.

That the aforesaid deed and conveyance was made by these deponents as the result of their requests that mortgagee/grantee accept such deed in extinguishment of their debt and was their free and voluntary act; and that the deponents in offering to execute the aforesaid deed to the grantee therein, and in executing same, were not acting under any duress, undue influence, misapprehension or misrepresentation by mortgagee/grantee or the agent or attorney or any other representative of mortgagee/grantee and then it was the intention of these deponent as grantors in said deed to convey and by said deed these deponents did convey to the grantee therein all their right title and interest absolutely in and to the premises described in said deed.

That the aforesaid deed and conveyance made by these deponents is executed and delivered with the express understanding that its receipt by the grantee does not constitute legal delivery and shall be of no binding force and effect whatsoever until such time as the said deed is filed for record in the recorder's office of the county in which the property situated, and which time the full legal and equitable title shall vest in the grantee, but is the intention of the parties, supported by the representations or warranties of these deponents, the grantee shall take

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unencumbered title and therefore the vesting title should not operate to affect such a merger of interest as to extinguish the mortgage lien if such extinguishment might serve to promote the priority of any subordinate interest which may be outstanding at the time of such vesting of title.

That the mortgagor hereby waives all rights of Homestead exemption and that the receipt, recording and acceptance of the deed in lieu of foreclosure shall relieve from personal liability mortgagor and all other persons who may owe payments or the performance of the note, including guarantors of such indebtedness or obligation, but shall in no way limit or restrict the rights of the lender or the rights of its successors in interest or signs to foreclose the mortgage and foreclosure is desirable

Mortgage or are hereby transfers and assigns to lender all of their right title and interest in and to the liability and hazard insurance, if any, on the property.

This agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

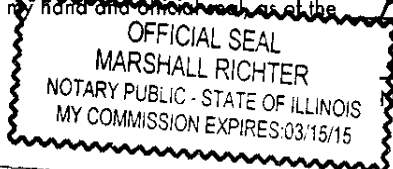
This affidavit is made for the protection and benefit of the aforesaid mortgagee/grantee, its successors and assigns, and all other parties hereafter dealing with or who may acquire any interest in the property described in the aforesaid deed, and shall bind the respective heirs executors administrators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

Dated: April 14, 2014

Betty Griffin  
BETTY GRIFFIN

STATE OF ILLINOIS)  
COUNTY OF COOK )SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that **BETTY GRIFFIN**, 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 they signed and delivered the said instrument as her/his free and voluntary act and deed for the use and purposes therein set forth. Given under my hand and official seal as of the April 14, 2014



Marshall Richter  
Notary Public

~~THE FOREGOING AGREEMENT FOR DEED IN LIEU OF FORECLOSURE AND ESTOPPEL AFFIDAVIT~~ is agreed and accepted by Mortgagees, LIOR CORESH AND RUTH CORESH.

Lior Coresh  
LIOR CORESH

Ruth Coresh  
RUTH CORESH

This document was prepared by:  
Marshall Richter, Attorney at Law  
5250 Old Orchard Road, Suite 30  
Skokie, IL 60077

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LOT 689 IN DOWNING AND PHILLIPS NORMAL PARK ADDITION, A  
SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF  
SECTION 29, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office