## UNOFFICIAL COPY

Doc#: 1412801020 Fee: \$42.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 05/08/2014 10:16 AM Pg: 1 of 3

FIRST AMERICAN TITLE		
ORDER # 2411853 8 9	ESTOPPEL AFFIDAVIT	
STATE OF JUINOIS  COUNTY OF COOK.	- ) ) SS.	
This affidavit is made this		, 2013, by Deborah A. Davis, an
unmarried woman ("Owner"), a resi	ident of the State of Illinois.	

## WITNESSETH:

1. Owner is the present fee simple little owner in and to certain real property located within the County of Cook and the State of Illinois, which real property is more particularly described as follows, together with all improvements situated thereon (which is hereinafter referred to as the "Real Property"):

Lot 12 in Wassell and Bramberg's Subdivision of Lets 1 to 14 in Block 11 and Lots 1 to 16 in Block 12 in the subdivision of part of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 4, Township 39 North, Razge 13, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 5461 West Thomas Street, Chicago, IL 60651

Parcel ID: 16-04-309-003-0000

- 2. Owner made, executed and delivered a Promissory Note dated on or about December 11, 2003, made payable to the order of Fremont Investment & Loan. ("Bank"), in the principal amount of One Hundred Sixty Thousand and 00/100, (\$160,000.00), together with interest thereon at the rue therein stated, plus other charges provided therein (the "Note").
- 3. The Note is secured by a Mortgage on the Real Property dated on or about December 11, 2003, executed and delivered by Deborah A. Davis, an unmarried woman to Bank. To perfect its interest in the Real Property, Bank recorded the Mortgage with the Cook County, Illinois Recorder of Deeds' Office on February 11, 2004 as Document Number 0404250333.
- 4. On 2/5 day of October, 2013, Owner entered into a Settlement Agreement with Nationstar Mortgage, LLC ("Lender"), the current holder of the Note, wherein Owner agreed to, among other things, convey the Real Property to Nationstar Mortgage via a Warranty Deed ("Deed") for credit against the balance due to Lender on the Note in the total amount due thereunder.

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- 5. Owner hereby acknowledges, agrees and certifies that certain Warranty Deed from Owner to Nationstar Mortgage dated the 21<sup>57</sup> day of October, 2013, conveying the Real 5. Property was an absolute conveyance of all the right, title and interest held by Owner in said real estate, together with all improvements thereon and appurtenances thereunto belonging and appertaining, and with release of all dower and homestead rights in and to said real estate, and also conveys, transfers and assigns Owner's rights of possession, rentals and equity of redemption, if any, in and to said premises.
- Said Deed was given voluntarily by Owner, in good faith, without any fraud, misrepresentation, duress, or undue influence whatsoever, or any misunderstanding on the part of Owner or Lender, and was not given as a preference against any of Owner's other creditors. Said Deed shall not restrict the right of Lender to institute foreclosure proceedings if Lender desires, but the conveyance was intended to be an absolute conveyance and an unconditional sale, with full extinguishment of Owner's equity of redemption, and with full release of all of Owner's rights, title and interest of every character in and to said Real Property.
- This Affidavi, has been made for the protection and benefit of the aforesaid Lender in said Deed, its successors and assigns, and all other parties hereafter dealing with or who may acquire an rein, interest in the Real Property described therein, and shall bind Owner and her heirs, successors, executors, and assigns.

Further affiant sayeth not.

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## **UNOFFICIAL COPY**

"OWNERS"
Deborah a. Dans
Deborah A. Davis
STATE OF
I, the undersigned, a notary public in and for said County in the State aforesaid, do hereby certify that Deborah A. Davis, an unmarried woman, 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 and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead, if any.
GIVEN under my hand and notarial seal, this 21 day of OC+OBER, 2013.
Laberta Horger
Notary Public
Print Name: ROBERTA F. COOPER  "OFFICIAL SEAL"  ROBERTA F. COOPER  Notary Public, State of Illinois
My Commission Expires: 4-17-14  My Commission Expires 4/17/14  My Commission Expires 4/17/14
My Commission Expires: 4-11-14  This Instrument was prepared by: Benjamin L. Musholt (Bar No. 6308040)  Whose address is:
Benjamin L. Musholt (Bar No. 6308040)
Whose address is:
Whose address is: 1044 Main Street, Suite 900, Kansas City, MO 64105

LenderLive Settlement Services LLC, 1044 Main Street, Suite 700, Kansas City, MO 64105

6004.501

When Recorded Return to: