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Doc#: 1422013058 Fee: \$50.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Affidavit Fee: \$2.00 Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 08/08/2014 02:16 PM Pg: 1 of 7

This Instrumer, was reviewed/prepared by: LARRY A. WEIT JEY, Attorney at Law 231 NORTH ALC NJ AVE PARK RIDGE, IL 60060

Dated: ADCI 4 2014 DEED IN LIEU OF FORECLOSURE

KNOWN ALL MEN BY THESE PRESENTS, that GARY BLACKWELL AND GLORIA BLACKWELL, HUSBAND AND WIFE, hereinafter ca. Grantor, for \$121,554.85 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto FEDERAL NATIONAL MORTGAGE ASSOCIATION, whose mailing address is C/O WELLS FARGO HOME MORTGAGE MAC X9999-01N, 1000 BLUE GENTIAN ROAD, SUITE 300, EAGAN, MN 55121 hereinafter called Grantee, and unto Grantee's successors and assigns, all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in the COOK County, State of Illinoic, described as follows:

THE SOUTH 40.5 FEET OF THE NORTH 74.5 FEET OF LOTS 16, 17 AND 18 (EXCEPT THE WEST 16 FEET THEREOF) IN SHARPSHOOTERS PARK SUBDIVISION OF PART OF SHARPSHOOTERS PARK IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 21. FOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINO'S. BEING THE SAME PREMISES CONVEYED TO GARY BLACKWELL AND GLORIA BLACKWELL BY RUFUS LEWIS AND AGNES LEWIS; AND GARY BLACKWELL AND GLORIA BLACKWELL IN DEED DATED DECEMBER 22, 2005 AND RECORDED JANUARY 11, 2006 IN INSTRUMENT NO. 0601140035.

COMMONLY KNOWN AS: 11520 S. WALLACE STREET, CHICAGO, IL 60628 ASSESSOR'S PARCEL NUMBER: 25-21-302-014-0000; AND 25-21-302-012-0000

To have and to hold the same unto the said Grantee and Grantee's successors and assigns forever.

This deed is absolute in effect and conveys fee simple title of the premises above described to the Grantee and does not operate as a mortgage, deed of trust or security of any kind.

This deed does not effect a merger of the fee ownership and the lien of the mortgage described below. The fee and lien shall hereafter remain separate and distinct. By acceptance and recording of this deed, Grantee covenants and agrees that it shall forever forebear taking any action whatsoever to collect against Grantor on the obligations which are secured by the mortgage/deed of trust (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceedings to foreclosure that mortgage, Grantee shall not seek, obtain or permit a deficiency judgment against Grantors, their heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the event that Grantor attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to Grantee.

Grantor does hereby assign and transfer to Grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage described below.

City of Chicago Dept. of Finance **672245** 

Real Estate Transfer Stamp

\$0.00

8/7/2014 15:50

dr00198

Batch 8,609,469

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Grantor is not active under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrore entation of Grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made. See Estoppel Affidavit attached as Exhibit "A".

The true and actual consideration for this transfer consists of Grantee's waiver of its right to bring an action

The true and actual consideration for this transfer consists of Grantee's waiver of its right to bring an action against Grantor based on the promissory note secured by the mortgage hereinafter described and agreement not to name the Grantor as a party to 2 foreclosure action stated above with respect to that certain mortgage dated 12/22/2005 by Grantor in favor of MC &TGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR HOMESTART MORTGAGE CORP., recorded in COOK County, IL as document number 0601140036 on 1/11/2006. Said mortgage assigned by Mortgage Electronic Registration Systems, Inc. as nominee for Homestart Mortgage Corp. to Wells Fargo 3ank, N.A. by assignment dated 03/05/2012 and recorded on 03/06/2012 as Instrument No. 1206608454.

In construction of this deed and where the context so requires, the singular included the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

1114

Dated this day	of April	_,201,9
Jary Backur	·00	Phonia Blockwell
GARY BLACKWELL	<u> </u>	GLOPIA BLACKWELL
O		· C//
STATE OF ILLINOIS	)	1,0
COUNTY OF Cook	) SS. )	
The foregoing instrument was a	acknowledged before me this	4th day of April 2014, by
GARY BLACKWELL AND	GLORIA BLACKWELL.	
		Notary Public
		KATSTOPHER BRIGGS
		Printed Name
	_	My Commission Expires: Official Seal
Exempt under provision of P	aragraph L	Kristopher Briggs Notary Public State of Illinois
Section 31-45, Real Estate Tr	ansier rax Act.	
4/4/14 (robyn k	Kish, attorney	for the Blackwella My Commission Expires 09/17/2017
Date U Buy	yer, Seller or Representation	<u>e</u>

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# **UNOFFICIAL COPY**

INDIVIDUAL ACKNOWLEDGMENT	######################################
State/Commonwealth of <u>JLC1N013</u>	— <b>}</b> ss.
County of	_
On this the 10th day of APRIL	
Day Mo	
JACKOLGCINE JOHNSO.  Name of Notary Public	the undersigned Notary Public.
personally appeared GARY [	BLACKWELL
personally appeared	Name(s) of Signer(s)
Or	$\square$ personally known to me – <b>OR</b> –
C	proved to me on the basis of satisfactory evidence
94	to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.
	W'INESS my hand and official seal.
OFFICIAL SEAL  JACKQUELINE JOHNSON	
Notary Public - State of Illinois My Commission Expires Jan 20, 2015	(Delo know
	l Giorature of Notary Public
	· · · · · · · · · · · · · · · · · · ·
	Exp. JAN. 20, 2015
Di ca Mahara GaallGhanna Ahasia	Any Other Required Info mation (Printed Name of Notary, Expiraic, Date, etc.)
Place Notary Seal/Stamp Above	(Printed Marie of Motary, Explication Edite, oto.)
O	PTIONAL
This section is required for notarizations performed information can deter alteration of the document or frac	I in Arizona but is optional in other states. Completing this udulent reattachment of this form to an unintended document.
Description of Attached Document	
Title or Type of Document: DEED IN L	IED OF FORECLOSURE
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Signer(s) Other Than Named Above: GcallA	BLACKWELL
//CXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$ <del>\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\</del>
© 2013 National Notary Association • www.NationalNo	otary.org • 1-800-US NOTARY (1-800-876-6827) Item #25936

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# **UNOFFICIAL COPY**

INDIVIDUAL ACKNOWLEDGMENT	<b>#####################################</b>
State/Commonwealth of	S— } ss.
County of	J
On this the Day day of APRIL	$\frac{2014}{\text{onth}}$ , before me,
JACKQUELINE JOHNSO	rU, the undersigned Notary Public.
Name of Notary Public	a Mayertata
personally appeared GIORIA C	Name(s) of Signer(s)
Or	personally known to me - OR -
C	☐ proved to me on the basis of satisfactory evidence
A STATE OF THE STA	to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.
OFFICIAL SEAL	WENESS my hand and official seal.
JACKQUELINE JOHNSON Notary Public - State of Illinois My Commission Expires Jan 20, 2015	A Johnson
	grature of Notary Public
	Exp. JAN 20, 2015
Place Notary Seal/Stamp Above	Any Other Required Information (Printed Name of Notary, Expiration Date, etc.)
0	PTIONAL
This section is required for notarizations performe information can deter alteration of the document or from	d in Arizona but is optional in other states. Completing this audulent reattachment of this form to an unintended document.
Description of Attached Document	
Title or Type of Document: DEED IN L	IEU OF FORECLOSURE
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Signer(s) Other Than Named Above:	
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	Lotary org • 1-800-US NOTARY (1-800-876-6827) Item #2593

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### **UNOFFICIAL COPY**

## Exhibit "A" ESTOPPEL AFFIDAVIT

STATE OF ILLINOIS	)
Δ	) SS
COUNTY OF COOK	)

GARY BLACKWELL AND GLORIA BLACKWELL, HUSBAND AND WIFE, being first duly sworn, depose and says: That he/she/they are the identical party(ies) who made, executed, and delivered that certain Deed in Lieu of Foreclosure to FEDERAL NATIONAL MORTGAGE ASSOCIATION dated the 4 day of 20 11, conveying the following described property, to-wit:

THE SOUTH 40.5 FEET OF THE NORTH 74.5 FEET OF LOTS 16, 17 AND 18 (EXCEPT THE WEST 16 FEET THEREOF) IN 5H ARPSHOOTERS PARK SUBDIVISION OF PART OF SHARPSHOOTERS PARK IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BEING THE SAME PREMISES CONVEYED TO GARY BLACKWELL AND GLORIA BLACKWELL BY RUFUS LEWIS AND AGNES LEWIS; AND GARY BLACKWELL AND GLORIA BLACKWELL IN DEED DATED DECEMBER 22, 2005 AND RECORDED JANUARY 11, 2006 IN INSTRUMENT NO. 0601140035.

COMMONLY KNOWN AS: 11520 S. WALLACE STREET, CHICAGO, IL 60628

ASSESSOR'S PARCEL NUMBER: 25-21-302-014-0000; AND 25-21-302-012-0000

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to FEDERAL NATIONAL MORTGAGE ASSOCIATION, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intent on of affiants as Grantors in said deed to convey, and by said deed these affiants did convey to FEDERAL NATIONAL MORTGAGE ASSOCIATION, therein all their right, title, and interest absolutely in and to said premises; that pass assion of said premises has been surrendered to FEDERAL NATIONAL MORTGAGE ASSOCIATION;

That in the execution and delivery of said deed affiants were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion of Juress;

That aforesaid deed was not given as a preference against any other creditor or the depenents or either of them; that at the time it was given there was no other person or persons, firms or corporations, other than FEDERAL NATIONAL MORTGAGE ASSOCIATION, who have interest, either directly or indirectly in said premises; that these deponents are solvent and have not other creditors whose rights would be rejuliced by such conveyance, and that deponents are not obligated upon any bond or mortgage or other security mereby any lien has been created or exists against the premises described in said deed. That the consideration for said deed was and is payment to affiants of the sum of \$121,554.85 by FEDERAL NATIONAL MORTGAGE ASSOCIATION'S, agreement to forebear taking any action against affiants to collect on the obligation's secured by the mortgage described below, other than by foreclosure of that mortgage and to not seek, obtain or permit a deficiency judgment against affiants in such foreclosure action. The mortgage referred to herein was executed by the undersigned to MERS, INC. AS NOMINEE FOR HOMESTART MORTGAGE CORP., dated 12/22/2005 and recorded at COOK County Records, State of Illinois as document number 0601140036, on 1/11/2006 Said mortgage assigned by Mortgage Electronic Registration Systems, Inc. as nominee for Homestart Mortgage Corp. to Wells Fargo Bank, N.A. by assignment dated 03/05/2012 and recorded on 03/06/2012 as Instrument No. 1206608454. At the time of making said deed in lieu of foreclosure affiants believed and now believe that the aforesaid consideration therefore represents the fair value of the property so deeded, or more. This affidavit is made for the protection and benefit of FEDERAL NATIONAL MORTGAGE ASSOCIATION, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

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I/WE (THE BORROWERS) UNDERSTAND THAT I/WE HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED, I/WE HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

PROCEED WITHOUT DEGREE ADVICE.	
Dated this 4th day of April , 2014.	
Jary Blackwell	Mai Blackwell GLORIA BLACKWELL
STATE OF ILLENOIS ) SS. COUNTY OF COOK )	
Signed and sworn (or affirmed) to priore me on April 4 BLACKWELL AND GLORIA BLACKWELL.	, 20 <u>14,</u> by GARY
04	
	Notary Public Saras

RETURN RECORDED DOCUMENT TO: DATAQUICK TITLE 6&AMPUS CIRCLE, SUITE 430 1000 BLUE GENTIAN ROAD, SUITE 300 WESTLAKE, TX 76262

UST Global **D&** 345 Rouser Road Suite 201 1930s Towashap, EA 15198 MAIL TAX DOCUMENTS TO: FEDERAL NATIONAL MORTGAGL AS JOCIATION C/O WELLS FARGO HOME MORTGACL MAC X9999-01N EAGAN, MN 55121

My Commission Expires:

Official Seal
Kristopher Briggs
Notary Public State of Illinois
My Commission Expires 09/17/2017

× Printed Name

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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 of Assignment of Beneficial Interest in 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 Pipril 4	_, 20 <u>14</u> _	la .	2. 1	
CO.	Signature		Glackwe	<u>I</u>
70			tor or Agent	`
Subscribed and sworn to before me		\$~~~~~	······································	
By the said Glocia Plackwall		S Official Kristophe	r Briggs	
This 4th, day of Aori	,20 <u> <b>H</b></u>	Notary Public S	tate of Illinois	
Notary Public	22	My Commission Ex	pires 09/17/2017 \$	

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 lead trust is either a natural person, an Illinois corporation of 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.

Note: Any person who knowingly submits a false statement concerning the identity of Crantee 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.)