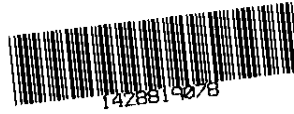


# UNOFFICIAL COPY



Doc#: 1428819078 Fee: \$33.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/15/2014 12:53 PM Pg: 1 of 5

**After Recording Return To:**  
Old Republic Default Management Services  
Attn: Recording Department  
500 City Parkway West, Suite 200  
Orange, California 92868

**Prepared By:**  
RUTH RUHL, P.C.  
12700 Park Central Drive, Suite 850  
Dallas, TX 75251

Loan No.: 0596729425  
Investor No.: 1703435125

## ESTOPPEL AND MECHANICS LIEN AFFIDAVIT

State of Illinois |  
County of Cook | SS

Karlene Montgomery, a single woman

, referred to as Affiant(s)

being first duly and separately sworn each for himself and herself, deposes and says:

That they are the identical parties who made, executed and delivered that certain deed to Federal National Mortgage Association dated the 19 day of June, 2014, conveying the property commonly known as: 2658 178th St., Lansing, Illinois 60438.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TAX ID NO.: 30-30-312-031-0000 and 30-30-312-032-0000

**UNOFFICIAL COPY**

Loan No.: 0596729425  
Investor No.: 1703435125

That the aforesaid deed was an absolute conveyance of the title to said premises to the Grantee named therein in effect as well as in form, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind, and that possession of said premises has been or will be surrendered to the said Grantee; that the consideration in aforesaid deed was and is the full cancellation of all debts, obligations, costs, and charges heretofore existing under and by virtue of the terms of a certain mortgage heretofore existing on the property therein and hereinbefore described executed by Karlene Montgomery, an unmarried woman

as Mortgagors,  
to Mortgage Electronic Registration Systems INC. acting solely as nominee for CitiMortgage, Inc.

, as Mortgagee,  
dated February 20th, 2007, recorded on February 20th, 2007, in Book N/A, Page N/A, Instrument No. 0705144037, and assigned to Federal National Mortgage Association by an Assignment recorded in Book N/A, Page N/A, Instrument No. N/A, or by an Assignment recorded simultaneously herewith in the Office of the Registrar/Recorder of Deeds of Cook County, State of Illinois, and the cancellation of record by said Grantee of said mortgage, provided there are no secondary liens or encumbrances to the said property.

That the aforesaid deed and conveyance was made by these Affiants as the result of their request that the Grantee accept such deed and was their free and voluntary act; that at the time of making said deed these deponents felt and still feel that the mortgage indebtedness above mentioned represented a fair value of the property so deeded; that said deed was not given as a preference against any other creditors of the deponents or either of them; that at the time it was given there was no other person or persons, firms or corporations, other than the Grantee therein named, interested, either directly or indirectly, in said premises; that these deponents are solvent and have no other creditors whose rights would be prejudiced by such conveyance, and that deponents are not obligated upon any bond or other mortgage whereby any lien has been created or exists against the premises described in said deed; and that 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 the Grantee in said deed, and that it was the intention of these deponents 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.

Affiants further state that up to this date no contracts for the furnishing of labor or material on the foregoing premises have been made, no improvements or repairs have been made on the premises described above or upon any building on said land, or any work done thereon which has not been fully completed and paid for, nor have any materials which have not been fully paid for been furnished for use upon said land or any building thereon, and that no contract of any kind has been made, nor anything done, suffered or permitted in relation to said land or any building thereon or improvement thereof, in consequence of which any lien may be claimed or enforced against said land under the Mechanics Lien laws of the state in which the foregoing property is located.

Affiants further state that no agreement or contract for conveyance, or deed of conveyance, or written lease, or writing whatsoever, is or are in existence adversely affecting the title to said premises.

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Loan No.: 0596729425  
Investor No.: 1703435125

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

Karlene Montgomery (Seal)  
Karlene Montgomery

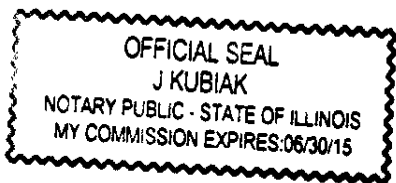
\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

The foregoing was subscribed and sworn to before me in the County of Cook, and State of IL, this 19 day of June, 2014.

(Seal)



[Signature]  
Notary Signature

J Kubiak  
Printed Name

IL  
Notary Public, State of

6/30/15  
My Commission Expires:

# UNOFFICIAL COPY

Loan No.: 0596729425  
Investor No.: 1703435125

## CONDITIONAL DELIVERY OF DEED (to be attached to the Estoppel Affidavit)

It is understood and agreed by Grantor that the Deed to Federal National Mortgage Association

("Grantee"), mentioned in the Estoppel Affidavit delivered together herewith, is intended to convey a marketable title free and clear of all liens or encumbrances, that the Grantee intends to have the title to and condition of said premises examined before finally accepting said Deed; and, that the Grantee, in its sole discretion, reserves the right to reject said Deed, and to have the holder of the Note and the Mortgage/Deed of Trust/Security Deed proceed with foreclosure and assert all of the rights of the holder under the Note and Mortgage/Deed of Trust/Security Deed described in the first paragraph of said Estoppel Affidavit.

Signed this 19<sup>th</sup> day of June, 2014.

Karlene Montgomery  
Karlene Montgomery -Grantor

\_\_\_\_\_  
-Grantor

\_\_\_\_\_  
-Grantor

\_\_\_\_\_  
-Grantor

# UNOFFICIAL COPY

## EXHIBIT "A"

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN COOK COUNTY, ILLINOIS:

PARCEL 1: LOTS 20 AND 21 IN BLOCK 6 IN TORRENCE SCHOOL ADDITION, BEING A SUBDIVISION OF THE SOUTH 1/2 OF SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: 1/2 VACATED ALLEY NORTH AND ADJOINING SAID LOTS 20 AND 21.

TAX ID NO: 30-30-312-031-0000

TAX ID NO: 30-30-312-032-0000

BEING THE SAME PROPERTY CONVEYED BY TRUSTEE'S DEED  
GRANTOR: SOUTH HOLLAND TRUST & SAVINGS BANK, AS TRUSTEE UNDER THE  
PROVISIONS OF A TRUST AGREEMENT DATED THE 13TH DAY OF FEBRUARY, 1969,  
AND KNOWN AS TRUST NUMBER 1146  
GRANTEE: KARLENE MONTGOMERY, NO TENANCY STATED  
DATED: 08/14/2002  
RECORDED: 01/30/2003  
DOC#/BOOK-PAGE: 0030142692

ADDRESS: 2658 178TH ST, LANSING, IL 60438

Property of Cook County Clerk's Office