

# UNOFFICIAL COPY



Doc#: 1506222001 Fee: \$42.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/03/2015 08:08 AM Pg: 1 of 3

PROPERTY TITLE  
2616198  
②

## ESTOPPEL AFFIDAVIT

THIS AFFIDAVIT, made this 27<sup>ND</sup> day of OCTOBER, 2014, by **DIODORO BUSTOS, A SINGLE MAN**, hereinafter referred to as Grantor,

WITNESSETH:

That Grantor did on the 29th day of September, 2007, execute and deliver a certain Promissory Note in the principal amount of Two Hundred Sixty-Two Thousand Four Hundred And 00/100 (\$262,400.00), and secured by a Mortgage dated September 29, 2007, and duly recorded in the Recorder's Office of Cook County, State of Illinois, as Document No. 0730226179, conveying the real estate located at 1503 Kenilworth Ave., Berwyn, IL 60402, Cook County, Illinois, and legally described as follows:

LEGAL DESCRIPTION:

LOTS 47 AND 48 IN WALLEEK'S SUBDIVISION OF BLOCK 55 IN THE UNION MUTUAL LIFE INSURANCE COMPANY'S SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 300 ACRES THEREOF) IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers: 16-19-130-002-0000, 16-19-130-001-0000

# UNOFFICIAL COPY

-2-

That Grantor has defaulted in the payments due on said Note, plus interest and necessary advancements due and outstanding and is unable to meet the obligations of said Note and Mortgage according to the terms thereof.

That the said Grantor has made, executed and delivered that certain Deed to **FEDERAL HOME LOAN MORTGAGE CORPORATION ("FREDDIE MAC")**, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA, dated the 22<sup>ND</sup> day of OCTOBER, 2014, conveying the above described property. The said Grantor hereby acknowledges, agrees and certifies that the aforesaid deed was an absolute conveyance of the Grantor's right, title and interest in and to said real estate, together with all buildings thereon and appurtenances thereunto belonging and appertaining, and with release of all dower and homestead rights in and to said real estate, and also convey, transfer and assign the Grantor's rights of possession, rentals and equity of redemption in and to said premises. The value of said real estate is not in excess of the amount of said indebtedness outstanding and in consideration of the premises hereof and in consideration of such conveyance, the Grantor has received a full and complete release of personal liability on said Note together with the cancellation of record by said Grantee of the Note secured by said Mortgage.

Said Deed was given voluntarily by the Grantor to the Grantee, in good faith on the part of Grantor and Grantee, without any fraud, misrepresentation, duress, or undue influence whatsoever, or any misunderstanding on the part of the Grantor or Grantee and was not given as a preference against any other creditors of said Grantor. Said Deed of conveyance shall not effect a merger of the fee title to the premises with Grantee's Mortgage lien and shall not restrict the right of the Grantee to institute foreclosure proceedings if the Grantee desires, but the conveyance by said Deed shall be and is hereby intended and understood to be an absolute conveyance and an unconditional sale, with full extinguishment of Grantor's equity of redemption, and with full release of all Grantor's right, title and interest of every character in and to said property. Grantor hereby assigns to Grantee the hazard insurance policy now in effect on said property and further assigns to Grantee the right to receive payment of any claim payable under the terms of said policy including any premium refund now or hereafter payable.

# UNOFFICIAL COPY

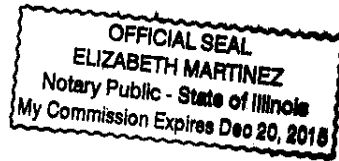
-3-

This Affidavit has been 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.

Diodoro Bustos F  
DIODORO BUSTOS

Subscribed and sworn to before me this 22<sup>nd</sup> day of October, 2014.

[Signature]  
Notary Public



PREPARED BY AND RETURN TO:  
Richard L. Heavner  
HEAVNER, BEYERS & MIHLAR, LLC  
Attorneys at Law  
P.O. Box 740  
Decatur, IL 62525  
111 East Main Street  
Decatur, IL 62523  
Telephone: (217) 422-1719

Property of Cook County Clerk's Office