

# UNOFFICIAL COPY



Doc#: 1507245116 Fee: \$50.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Affidavit Fee: \$2.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/13/2015 11:26 AM Pg: 1 of 7

This Instrument was reviewed/prepared by:  
LARRY A. WHITNEY, Attorney at Law  
231 NORTH ALDINE AVE  
PARK RIDGE, IL 60068

Exempt under provision of Paragraph L  
Section 31-45, Real Estate Transfer Tax Act.

Date: 12/11/2014  
Buyer, Seller or Representative: [Signature]

R#1046745

## DEED IN LIEU OF FORECLOSURE

Dated: 12-11-14

KNOWN ALL MEN BY THESE PRESENTS, that JESSICA JAMES AND CHRISTOPHER MCDONALD, BOTH SINGLE, hereinafter called Grantor, for Ten Dollars (\$10.00) and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto BAYVIEW LOAN SERVICING, LLC., whose mailing address is 4425 Ponce de Leon Blvd., 5th Floor, Coral Gables, FL 33146 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 Illinois described as follows:

**THE NORTH 50 FEET OF LOT 4 IN BLOCK 3 IN STANNARD'S FIRST ADDITION TO MAYWOOD BEING A SUBDIVISION OF THE NORTH 1/2 OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

COMMONLY KNOWN AS: 1832 S 3RD AVE, MAYWOOD, IL 60153

ASSESSOR'S PARCEL NUMBER: 15-14-305-026-0000

BEING THE SAME PROPERTY CONVEYED TO JESSICA JAMES AND CHRISTOPHER MCDONALD, AS JOINT TENANTS BY DEED FROM HENRY LEE TAYLOR AND SOPHRONIA TAYLOR, HUSBAND AND WIFE RECORDED 04/15/2008 IN DEED 0810633206, IN THE OFFICE OF THE RECORDER OF DEEDS FOR COOK COUNTY, ILLINOIS.

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.

EXEMPT UNDER THE PROVISIONS OF PARAGRAPH (E), SECTION (5) OF THE VILLAGE OF MAYWOOD REAL ESTATE TRANSFER TAX ORDINANCE.

Janeba Wilson  
AUTHORIZED SIGNATURE

3/9/15  
DATE

# UNOFFICIAL COPY

**NO MERGER.** Grantor agrees and acknowledges that its entry into this deed and the other documents contemplated hereby shall not result in a merger of Grantee's interest under the mortgage with Grantee's interest under the deed. The terms, covenants, representations, and warranties of this agreement shall not merge into the deed but shall survive the close of the transaction contemplated hereby.

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 forbear 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.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation 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 against Grantor based on the promissory note secured by the mortgage hereinafter described and agreement not to name the Grantor as a party to a foreclosure action stated above with respect to that certain mortgage dated 1/16/2009 by Grantor in favor of MERS INC. SOLELY FOR GSF MORTGAGE CORPORATION, recorded in COOK County, IL as Document No. 0902608102, on 1/26/2009. Said mortgage was assigned to Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP by an assignment recorded on 9/30/2011 in Document No. 1127357258. Said mortgage was assigned to The Secretary of Housing and Urban Development by an assignment recorded on 5/9/2014 in Document No. 1412908058. Said mortgage was assigned to Bayview Loan Servicing, LLC by an assignment recorded on 5/22/2014 in Document No. 1414256041.

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.

Dated this 11 day of December, 2014.

Jessica James  
JESSICA JAMES

CHRISTOPHER McDONALD  
CHRISTOPHER McDONALD

STATE OF ILLINOIS )  
  ) SS.  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 11 day of December, 2014, by JESSICA JAMES AND CHRISTOPHER McDONALD.



S. Hernandez  
Notary Public  
Sonia Hernandez  
Printed Name  
My Commission Expires:

# UNOFFICIAL COPY

**NO MERGER.** Grantor agrees and acknowledges that its entry into this deed and the other documents contemplated hereby shall not result in a merger of Grantee's interest under the mortgage with Grantee's interest under the deed. The terms, covenants, representations, and warranties of this agreement shall not merge into the deed but shall survive the close of the transaction contemplated hereby.

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.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation 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 against Grantor based on the promissory note secured by the mortgage hereinafter described and agreement not to name the Grantor as a party to a foreclosure action stated above with respect to that certain mortgage dated 1/16/2009 by Grantor in favor of MERS INC., SOLELY FOR GSF MORTGAGE CORPORATION, recorded in COOK County, IL as Document No. 0902608102, on 1/26/2009. Said mortgage was assigned to Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP by an assignment recorded on 9/30/2011 in Document No. 1127357258. Said mortgage was assigned to The Secretary of Housing and Urban Development by an assignment recorded on 5/9/2014 in Document No. 1412908058. Said mortgage was assigned to Bayview Loan Servicing, LLC by an assignment recorded on 5/22/2014 in Document No. 1414256041.

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.

Dated this 17 day of December, 2014.

JESSICA JAMES

Christopher McDonald  
CHRISTOPHER MCDONALD

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

The foregoing instrument was acknowledged before me this 17 day of December, 2014, by JESSICA JAMES AND CHRISTOPHER MCDONALD.

J Hernandez  
Notary Public

J Hernandez  
Printed Name  
My Commission Expires: 06/23/18



# UNOFFICIAL COPY

## Exhibit "A" ESTOPPEL AFFIDAVIT

STATE OF ILLINOIS )  
 )  
COUNTY OF Cook ) SS.

**JESSICA JAMES AND CHRISTOPHER MCDONALD, BOTH SINGLE**, 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 **BAYVIEW LOAN SERVICING, LLC.** dated the 11 day of December, 2014, conveying the following described property, to-wit:

**THE NORTH 50 FEET OF LOT 4 IN BLOCK 3 IN STANNARD'S FIRST ADDITION TO MAYWOOD BEING A SUBDIVISION OF THE NORTH 1/2 OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

COMMONLY KNOWN AS: 1532 S 3RD AVE, MAYWOOD, IL 60153

ASSESSOR'S PARCEL NUMBER: 15-14 305-026-0000

BEING THE SAME PROPERTY CONVEYED TO JESSICA JAMES AND CHRISTOPHER MCDONALD, AS JOINT TENANTS BY DEED FROM HENRY LEE TAYLOR AND SOPHRONIA TAYLOR, HUSBAND AND WIFE RECORDED 04/15/2008 IN DEED 0810633206, IN THE OFFICE OF THE RECORDER OF DEEDS FOR COOK COUNTY, ILLINOIS.

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to BAYVIEW LOAN SERVICING, LLC., and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiants as Grantors in said deed to convey, and by said deed these affiants did convey to BAYVIEW LOAN SERVICING, LLC., therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to BAYVIEW LOAN SERVICING, LLC.

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 or duress;

That aforesaid deed was not given as a preference against any other creditor or 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 BAYVIEW LOAN SERVICING, LLC., who have interest, either directly or indirectly, in said premises; that these deponents are solvent and have not other creditors whose rights would be prejudiced by such conveyance, and that deponents are not obligated upon any bond or mortgage or other security whereby 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 Ten Dollars (\$10.00) by BAYVIEW LOAN SERVICING, LLC.'S, agreement to forebear taking any action against affiants to collect on the obligations secured by the mortgage described below, other than 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., SOLELY FOR GSF MORTGAGE CORPORATION, dated 1/16/2009 and recorded at COOK County Records, State of Illinois in Document No. 0902608102, on 1/26/2009. Said mortgage was assigned to Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP by an assignment recorded on 9/30/2011 in Document No. 1127357258. Said mortgage was assigned to The Secretary of Housing and Urban Development by an assignment recorded on 5/9/2014 in Document No. 1412908058. Said

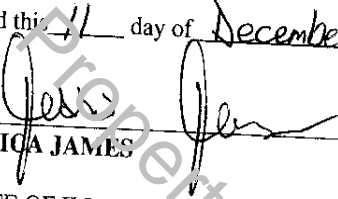
# UNOFFICIAL COPY

mortgage was assigned to Bayview Loan Servicing, LLC by an assignment recorded on 5/22/2014 in Document No. 1414256041.

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 decded, or more. This affidavit is made for the protection and benefit of BAYVIEW LOAN SERVICING, LLC., its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

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.

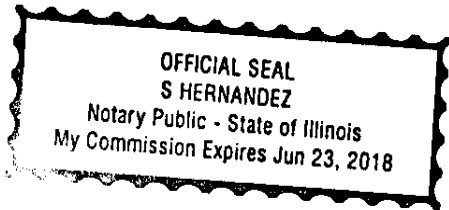
Dated this 11 day of December, 2014.


  
\_\_\_\_\_  
JESSICA JAMES

~~CHRISTOPHER MCDONALD~~

STATE OF ILLINOIS )  
  ) SS.  
COUNTY OF COOK )

Signed and sworn (or affirmed) to before me on December 11, 2014, by JESSICA JAMES ~~AND CHRISTOPHER MCDONALD.~~



  
\_\_\_\_\_  
Notary Public  
Sonia Hernandez  
\_\_\_\_\_  
Printed Name  
My Commission Expires:

RETURN RECORDED DOCUMENT TO:  
TIMIOS, INC.  
5716 CORSA AVE, STE 102  
WESTLAKE VILLAGE, CA 91362

MAIL TAX DOCUMENTS TO:  
BAYVIEW LOAN SERVICING, LLC.  
4425 Ponce de Leon Blvd., 5th Floor  
Coral Gables, FL 33146

# UNOFFICIAL COPY

mortgage was assigned to Bayview Loan Servicing, LLC by an assignment recorded on 5/22/2014 in Document No. 1414256041.

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 BAYVIEW LOAN SERVICING, LLC., its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

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.

Dated this 17 day of December, 20 14.

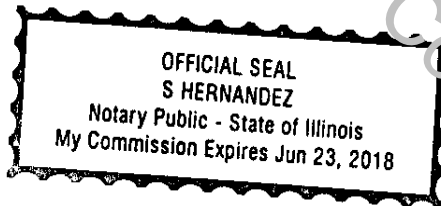
~~JESSICA JAMES~~

Christopher McDonald  
CHRISTOPHER MCDONALD

STATE OF ILLINOIS

COUNTY OF Cook ) SS.

Signed and sworn (or affirmed) to before me on December 17, 20 14, by ~~JESSICA JAMES~~ AND CHRISTOPHER MCDONALD.



S Hernandez  
Notary Public

Printed Name  
My Commission Expires: 06/23/18

RETURN RECORDED DOCUMENT TO:  
TIMIOS, INC.  
5716 CORSA AVE, STE 102  
WESTLAKE VILLAGE, CA 91362

MAIL TAX DOCUMENTS TO:  
BAYVIEW LOAN SERVICING, LLC  
4425 Ponce de Leon Blvd., 5th Floor  
Coral Gables, FL 33146

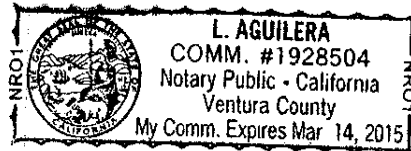
# UNOFFICIAL COPY

## STATEMENT OF GRANTOR/GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a 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 May 28, 2014 Signature: *Roselyn Paulay*  
Grantor or Agent

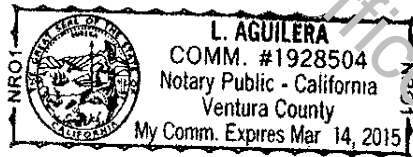
Subscribed and sworn to before me by the said Agent, Roselyn Paulay this 28th day of May 2014.  
Notary Public *[Signature]*



The grantee or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a 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 May 28, 2014 Signature: *Roselyn Paulay*  
Grantee or Agent

Subscribed and sworn to before me by the said Agent, Roselyn Paulay this 28th day of May 2014.  
Notary Public *[Signature]*



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee 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 AB) to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.