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Doc#: 1507817001 Fee: \$68.25 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Affidavit Fee: \$2.00 Karen A.Yarbrough

Cook County Recorder of Deeds

Date: 03/19/2015 08:40 AM Pg: 1 of 15

Commitment Number: 14NL56818

This instrument prepared by: Ross M. Rosenberg, Esq., Rosenberg LPA, Attorneys At Law, 3805, Edwards Road, Suite 550, Circinnati, Ohio 45209 (513) 247-9605.

Return to Way Level Pocachy Pations Lending Services

9801 Legler Road

9801 Legler Road Lenexa, KS 66219

Mail Tax Statements To:

BAYVIEW LOAN SERVICING, LLC

4425 Ponce de Leon Blvd., 3rd Floor Coral Gables, FL 33146.

DEED IN LIEU OF FORECLOSURE

Exempt: Sec. 200/31-45 (8) (()

KNOWN ALL MEN BY THESE PRESENTS THAT THIS DEED IS EXECUTED ON ANUAVY 28, 2015, that DEBRA GLEESON LYNCH AKA DEBRA GLEESON and JOHN J. LYNCH, a married couple, hereinafter called grantors, for \$1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto BAYVIEW LOAN SERVICING, LLC, whose tax mailing address is 4425 PONCE DE LEON BLVD., 3RD 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 Cook County, Illinois, described as follows:

Property Address: 6000 LAKE BLUFF DRIVE, UNIT 201, TINLEY PARK, IL 60477 Loan Number: 1075092 Page 1 of 15 SPISE SN SOL INIV

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THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN COOK COUNTY, ILLINOIS TO WIT: UNIT 6000-201 IN EDGEWATER WALK LAKEBLUFF CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 1 AND 2 IN EDGEWATER WALK TOWERS, BEING A RESUBDIVISION OF LOT 1 IN EDGEWATER WALK PHASE III-A BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER AND PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO DOCUMENT 86031459 RECORDED JANUARY 23, 1986, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 94065025, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELPMENTS, IN COOK COUNTY, ILLINOIS. SUBJECT TO: THE DECLARATION; COVENANTS, CONDITIONS AND RESTRICTIONS BUILDING LINES OF RECORD; EASEMENTS EXISTING OR OF RECORD, INCLUDING THE DECLARATION OF EASEMENTS. COVENANTS RESTRICTIONS RELATING TO COMMON RECREATIONAL PROPERTIES RECORDED AS DOCUMENT NO. 25708895 ("RECREATIONAL PROPERTIES DECLARATION"); AND ACTS DONE OR SUFFERED BY GRANTEE. SUBJECT TO ALL EASEMENTS, RESERVATIONS, COVENANTS, CONDITIONS, AGREEMENTS OF RECORD, IF ANY. BEING THE SAME PREMISES AS CONVEYED IN DEED LASALLE NATIONAL TRUST, N.A., A NATIONAL ASSOCIATION, CHICAGO, ILLINOIS, AS TRUSTEE UNDER THE PROVISIONS OF A DEED OR DEEDS IN TRUST, DULY RECORDED AND DELIVERED TO SAID BANK IN PURSUANCE OF A TRUST AGREEMENT DATED THE 8TH DAY OF NOVEMBER, 1993, AND KNOWN AS TRUST NUMBER 118395 RECORDED 06/12/1996 IN DOCUMENT NUMBER 96447272 IN SAID COUNTY AND STATE. COMMONLY KNOWN AS: 6000 LAKE BLUFF DRIVE, UNIT 201, TINLEY PARK, IL 60477

SEE EXHIBIT "B" ATTACHED HERETO AS ESTOPPEL AFFIDAVIT

COMMONLY known as: 6000 LAKE BLUFF DRIVE, UNIT 201, TINLEY PARK, IL 60477

Tax Parcel Number: 28-29-200-021-1060

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.

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.

Property Address: 6000 LAKE BLUFF DRIVE, UNIT 201, TINLEY PARK, IL 60477 Loan Number: 1075092 Page 2 of 15

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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.

Transfer of Property. Transferor hereby agrees to transfer and Transferee hereby agrees to accept title to the Property subject to the terms and conditions set forth in this Agreement.

Acknowledgment of Default. Transferor acknowledges that it is in default of its obligations under the Loan and the Note, and that the entire unpaid principal balance thereof, together with interest there woon, is immediately due and payable to Assignee without offset, defense, or counterclaim.

Consideration. Transferor acknowledges and agrees that the forgiveness of payment of the entire unpaid principal balance thereof, together with interest thereupon, in connection with the underlying Loan and Note is adequate consideration for the transfer of the Property to Transferee and that the transfer of the Property to Transferee is voluntary and free of coercion and duress. This obligation is secured by the cllowing mortgage or deed of trust:

Borrower: DEBRA GLEESON LYNCH AKA DEBRA GLEESON, MARRIED TO JOHN

J. LYNCH

Lender: MERS INC. AS NOMINEE WIR COUNTRYWIDE HOME LOANS, INC.

Amount: \$98,248.00 Dated: 05/26/2004 Recorded: 06/15/2004 Document: 0416726101 Maturity Date: 06/01/2034 **Type: CLOSED ENDED** Condo Rider Attached: Yes PUD Rider Attached: NA

Sound C Lender's Address: 4500 PARK GRANADA, CALABASAS, CA 91502-1613

ASSIGNMENT OF MORTGAGE

Assignor: MERS INC. AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC. ITS

SUCCESSORS AND ASSIGNS Assignee: BANK OF AMERICA, NA

Recorded: 04/02/2014 Document: 1409208012

<u>Closing of Transaction</u>. Concurrently with the execution of this Agreement:

(a) Transferor shall deliver to Transferee:

(i) an executed and acknowledged Deed in Lieu of Foreclosure (the "Deed"), in form and substance satisfactory to Transferee, conveying fee simple title to the Property, subject only to

Property Address: 6000 LAKE BLUFF DRIVE, UNIT 201, TINLEY PARK, IL 60477

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such exceptions to title as may be approved by Transferee prior to the execution of this Agreement;

- (ii) an executed Estoppel Affidavit in form and substance satisfactory to Transferee and Nations Title Agency ("Title Company");
- (iii) all keys and pass cards, and combinations to all combination locks relating to the Property; and
- (iv) copies of all service contracts, maintenance contracts, management contracts, listing agreements, commission agreements, equipment leases, warranty agreements, and other agreements pursuant to which third parties are obligated to provide goods or services, or to bear expenses or habilities relating to the Property, including, without limitation, amendments and supplements wereto and in the possession of Transferor;
- (b) Any and all cransfer or other taxes incurred in connection with the closing of the transaction contemplated in this Section shall be the responsibility of Transferor. In addition, there shall be no perorations made at the close of escrow, the parties agreeing that Transferor shall be responsible for any and all property taxes and other costs and expenses owing at the closing of the transaction contemplated hereby.

Representations and Warranties.

- (a) Transferor hereby makes the following representations and warranties to Transferee, which representations and warranties shall survive the execution, delivery, and recordation of the Deed and the consummation of the transactions confemplated hereby:
- (i) Transferor has filed a Bankruptcy in Case # 1550806 and has received a discharge.
- (ii) Transferor is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1954, as amended.
- (iii) The agreed to value of the Property is an accurate reflection of the fair market value of the Property.
- (iv) To the best of Transferor's knowledge, there are no other claims and/or litigation affecting the Property.
- (b) This Agreement and all other documents delivered in connection because the transferor (i) have been duly authorized, executed, and delivered by Transferor; (ii) are finding obligations of Transferor; and (iii) neither violate the provisions of any agreement to which Transferor is a party.
- (c) Transferor represents, warrants, covenants, and agrees as follows:
- (i) the execution, delivery, and recordation of the Deed is intended to and shall effect ar absolute conveyance and transfer of the Property and shall not constitute a mortgage, trust conveyance, or security interest of any kind therein;
- (ii) it is the intention of Transferor as grantor in the Deed to convey, and by the Deed, Transferor has conveyed to Transferee therein, all of Transferor's right, title, and interest absolutely in and to the Property;
- (iii) Possession of the Property is intended to and will be surrendered to Transferee concurrent with the conveyance of title to Transferee;
- (iv) Transferor shall have no right, title, lien, or claim, now or hereafter, on or against the Property or Transferee, all other rights, titles, liens, and claims of Transferor, by agreement, at law, or in equity being hereby expressly waived; and to the extent that any court shall seek to

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find any right, title, lien, or claim in favor of Transferor, Transferor agrees that such right, title, lien, or claim shall be limited to a right to damages and not to any lien or claim on the Property; <u>Disclaimer of Partnership</u>. Nothing contained in this Agreement or any of the documents executed in connection herewith shall serve to create a partnership or any other fiduciary relationship between Transferor and Transferee or between Transferor and Assignee, and Transferor and Transferee do hereby disclaim that any partnership or other fiduciary relationship exists between them.

No Merger. Transferor agrees and acknowledges that its entry into this Agreement, the Deed and the other documents contemplated hereby shall not result in a merger of Assignee's interest under the Deed of Trust with Transferee'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.

Indemnification. Transferor, joint and severally, shall indemnify and defend Transferee against, and hold Transferee harmless of and from, any and all losses, liability, claims, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees and court costs) that Transferee may suffer or incur, or to which Transferee may be subjected, by reason of, arising out of, or in connection with the folsity or misleading nature of any of the representations or warranties made by Transferor pursuant to this Agreement. Upon demand by Transferee, Transferor shall defend any action or proceeding brought against Transferee in connection with any of the foregoing, or Transferee may elect to conduct its own defense at the expense of Transferor. In any event, Transferor promptly shall reimburse Transferee in full for all costs reasonably incurred by Transferee in investigating, preparing, or defending any action or proceeding, commenced or threatened, in connection with any of the foregoing matters, or incurred in settlement of any such action or proceeding (whether commenced or threatened). This section shall survive the execution of this Agreement and the consummation of the transactions contemplated hereby.

Further Assurances. Whenever requested to do so by the other party, each party shall execute, acknowledge, and deliver any and all such further conveyances, assignments, confirmations, satisfactions, powers of attorney, instruments of further assurance, approvals, consents, and any and all such further instruments and documents as may be necessary, expedient, or proper, in order to complete any and all conveyances, transfers, sales, and assignments contemplated by this Agreement, and to do any and all other acts and to execute, acknowledge, and defiver any and all documents as so requested in order to carry out the intent and purpose of this Agreement.

<u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties, and their successors, heirs, and assigns.

<u>Litigation Costs</u>. If either party commences an action against the other to enforce any of the terms hereof or because of the breach by either party of any of the terms hereof, the Prevailing Party (as hereinafter defined) in such action shall be entitled to recover its attorneys' fees and costs and expenses incurred in connection with the prosecution or defense of such action,

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including any appeal thereof, in addition to all other relief. "Prevailing Party" within the meaning of this Section shall include, without limitation, a party who brings an action against the other party for sums allegedly due or performance of covenants allegedly breached and obtains substantially the relief sought by it in the action.

Integration. This Agreement and the other agreements and documents referred to herein set forth the entire agreement and understanding of the parties. The only consideration for the execution of this Agreement is the consideration expressly recited herein. No other promise or agreement of any kind or nature has been made to or with the parties by any person or entity whatsoever to cause them to sign this Agreement.

Severability. If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby.

Third-Party Beneficiary. Transferor and Transferee acknowledge and agree that Assignee is an intended third-party beneficiary under this Agreement and the documents being executed pursuant hereto.

Waiver of Jury Trial. Each party hereby knowingly, voluntary and intentionally, waives (to the extent permitted by applicable law) any right it may have to a trial by jury of any dispute arising under or relating to this agreement and agrees that any such dispute shall be tried before a judge sitting without a jury.

In construction 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.

Further Assurances. Whenever requested to do so by the other party, each party shall execute, acknowledge, and deliver any and all such further conveyances, assignments, confirmations, satisfactions, powers of attorney, instruments of further assurance, approveis, consents, and any and all such further instruments and documents as may be necessary, expedient, or proper, in order to complete any and all conveyances, transfers, sales, and assignments contemplated by this Deed, and to do any and all other acts and to execute, acknowledge, and del ver any and all documents as so requested in order to carry out the intent and purpose of this Deed.

Litigation Costs. If either party commences an action against the other to enforce any of he terms hereof or because of the breach by either party of any of the terms hereof, the Prevailing Party (as hereinafter defined) in such action shall be entitled to recover its attorneys' fees and costs and expenses incurred in connection with the prosecution or defense of such action, including any appeal thereof, in addition to all other relief. "Prevailing Party" within the meaning of this Section shall include, without limitation, a party who brings an action against the other party for sums allegedly due or performance of covenants allegedly breached and obtains substantially the relief sought by it in the action.

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RIGHT TO FORECLOSE

TRANSFEROR AGREES AND ACKNOWLEDGES THAT NOTHING CONTAINED HEREIN SHALL AFFECT, AND TRANSFEREE HEREBY EXPRESSLY RESERVES, THE RIGHT TO FORECLOSE THE "MORTGAGE", "DEED TO SECURE DEBT" OR "DEED OF TRUST" BY JUDICIAL OR, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONJUDICIAL FORECLOSURE AND, IN CONNECTION WITH ANY SUCH FORECLOSURE, TRANSFEROR AND/OR GUARANTOR MAY, IN TRANSFEREE'S SOLE DISCRETION, BE NAMED AS A PARTY DEFENDANT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRANSFEROR SHALL AGREE TO ANY CONSENT TO JUDGMENT (OR SIMILAR PROCESS) AVAILABLE TO TRANSFEREE, AND TRANSFEREE WILL BE PERMITTED TO SEEK, OBTAIN, AND SATISFY A JUDGMENT IN ANY SUCH FORECLOSURE PROCEEDINGS, PROVIDED, HOWEVER, THAT TRANSFEROR AND GUARANTOR SHALL NOT BE PERSONALLY LIABLE FOR SATISFACTION OF SUCH JUDGMENT. IF TRANSFEREE PURSLES ITS RIGHTS UNDER THIS SECTION, IT MAY DETRIMENTALLY AFFECT TRANSFEROR'S CREDIT RATING.

TRANSFEROR'S CRUZ

Property Address: 6000 LAKE BLUFF DRIVE, UNIT 201, TINLEY PARK, IL 60477 Loan Number: 1075092 Page 7 of 15

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WITNESS the hand of said Grantor this $\frac{\lambda \mathcal{E}}{2}$	day of JANUA.27, 2015.
Serve Greson Tyuch AKH	-
heure them	John & Bynk
DEBRA GLEESON LYNCH AKA DEBRA GLEESON	JOHN J. LYNCH
STATE OF ILLINOIS COUNTY OF COOK	
The foregoing instrument was acknowledged b	before me on Athursty 28, 2015 by DEBRA
RESON LYNCH ALA DEBRA GLEESO known to me or have produced Dawers Little aforementioned persons have acknowledged that	as identification, and furthermore the
act for the purposes set forth in this instrument.	1 C
"OFFICIAL SEAL" FRANK R. COLEMAN NOTARY PUBLIC, STATE OF ILLINOIS	Notary Public
My Commission Expires 2/7/2018 MUNICIPAL TRANSFER STAMP	COUNTY/LLINOIS TRANSFER STAMP
(70.7)	COUNTY/ILLINOIS TRANSFER STAMP/ (If Pequired)
	_ Section 31-45, Property Tax Code.
Date: //28/15	
Buyer, Seller or Representative	
Buyer, Seller or Representative	4
Victoria Diever	Cortion

Property Address: 6000 LAKE BLUFF DRIVE, UNIT 201, TINLEY PARK, IL 60477

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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 or assignment of beneficial interest in land trust is either a natural person, and 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 January 28, 2015	
Signature of Granto or Agent Lieung Steen Hugh Sulva Steen X	and In
Subscribed and sworn to before GRANTORS	
	d tallet in
Me by the said DEBRA GLEGSON LYNCH AKA JEBRA GLOGSON this 28 day of JANUARY	VOTAN V 29NCH
2015.	"OFFICIAL SEAL" FRANK R. COLEMAN NOTARY PUBLIC, STATE OF ILLINOIS
NOTARY PUBLIC - Jan 70 Coman	My Commission Expires 2/7/2018
4	
The Grantee or his agent affirms and verifies that the name of the grant assignment of heneficial interest in a land trust is a there noticed agent.	tee shown on the deed or

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 land trust is eather 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 entity recognized as a person and authorized to do business or acquire and hold 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 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 ABI to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

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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 or assignment of beneficial interest in land trust is either a natural person, and 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	_, 2015
Signature of Grantor or Agent	
Subscribed and sworn to before Me by the said	_
this day of2015.	
NOTARY PUBLIC	

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 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 entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Date January 29, 2015

Signature of Grantee or Agent

Subscribed and sworn to before

Me by the said Acont

This January day of January, 2015.

NOTARY PUBLIC MILLION NOTARY PUBLIC

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

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EXHIBIT "B" ESTOPPEL AFFIDAVIT

STATE OF <u>ILLINOIS</u>
COUNTY OF <u>Each</u>

DEBRA GLEESON LYNCH AKA DEBRA GLEESON and JOHN J. LYNCH, being first duly sworn, depose and say: that he/she/the/is/are the identical party or parties who made, executed, and delivered that certain Deed in Lieu of Foreclosure to BAYVIEW LOAN SERVICING, LLC, dated the 20 day of 100 day

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN COOK COUNTY, ILLINOIS TO WIT: UNIT 6000-201 IN EDGEWATER WALK LAKEBLUFF CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 1 AND 2 IN EDGEWATER WALK TOWERS, BEING A RESUBDIVISION OF LOT 1 IN EDGEWATER WALK PHASE III-A BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER AND FART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, KANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO DOCUMENT 86031459 RECORDED JANUARY 23, 1986, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 94065025, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS. SUBJECT TO: THE DECLARATION; COVENANTS, CONDITIONS AND RESTRICTIONS **AND** BUILDING LINES OF RECORD; EASEMENTS EXISTING OR OF RECORD, THE DECLARATION OF EASEMENTS, COVENANTS INCLUDING **AND** RESTRICTIONS RELATING TO COMMON RECREATIONAL PROPERTIES

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RECORDED AS DOCUMENT NO. 25708895 ("RECREATIONAL PROPERTIES DECLARATION"); AND ACTS DONE OR SUFFERED BY GRANTEE. SUBJECT TO ALL EASEMENTS, RESERVATIONS, COVENANTS, CONDITIONS, AGREEMENTS OF RECORD, IF ANY. BEING THE SAME PREMISES AS CONVEYED IN DEED **NATIONAL** TRUST, N.A., Α NATIONAL LASALLE FROM ASSOCIATION, CHICAGO, ILLINOIS, AS TRUSTEE UNDER THE PROVISIONS OF A DEED OR DEEDS IN TRUST, DULY RECORDED AND DELIVERED TO SAID BANK IN PURSUANCE OF A TRUST AGREEMENT DATED THE 8TH DAY OF NOVEMBER, 1993, AND KNOWN AS TRUST NUMBER 118395 RECORDED 06/12/199 IN DOCUMENT NUMBER 96447272 IN SAID COUNTY AND STATE. COMMONLY KNOWN AS: 6000 LAKE BLUFF DRIVE, UNIT 201, TINLEY PARK, IL 60477

That the aforesaid dead was intended to be and was an absolute conveyance of the title to said premises to <u>BAYVIEW LOAN SERVICING, LLC</u>, 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 <u>BAYVIEW LOAN SERVICING, LLC</u>, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to <u>BAYVIEW LOAN SERVICING, LLC</u>;

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 hen 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 sure of \$1.00 by **BAYVIEW LOAN SERVICING, LLC**, agreement to forebear taking any action on the obligations secured by the mortgage described below. The mortgage referred to begin as described as follows:

Borrower: DEBRA GLEESON LYNCH AKA DEBRA GLEESON, MARRIED TO JOHN

L LYNCH

Lender: MERS INC. AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC.

Amount: \$98,248.00 Dated: 05/26/2004 Recorded: 06/15/2004

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Document: 0416726101 Maturity Date: 06/01/2034 Type: CLOSED ENDED Condo Rider Attached: Yes PUD Rider Attached: NA

Lender's Address: 4500 PARK GRANADA, CALABASAS, CA 91302-1613

ASSIGNMENT OF MORTGAGE

Assignor: MERS INC. AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC. ITS

SUCCESSORS AND ASSIGNS

Assignee: BANK OF AMERICA, NA

Recorded: 04/J2/2014 Document: 140° 203012

At the time of making schol 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

That affiants, and each of them will testify, declere, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

Property Address: 6000 LAKE BLUFF DRIVE, UNIT 201, TINLEY PARK, IL 60477 Loan Number: 1075092

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

Dated: JANUARY 28, 2015

LANGE PHILLIPS FYRE ARA

JEBRA GLESON LYNCH AKA

DEBRA GLESON

JOHN J. LYNCH

STATE OF <u>\$16.0000</u> COUNTY OF <u>Cooke</u>

The foregoing instrument was acknowledged before me on January 2015 by <u>DEBRA GLEESON LYNCH AKA DEBRA GLEESON</u> and <u>JOHN J. LYNCH</u> who are personally known to me or have produced <u>Debra Literally</u> as identification, and furthermore, the aforementioned persons have acknowledged that their signatures were their free and voluntary act for the purposes set forth in this instrument.

"OFFICIAL SEAL"
FRANK R. COLEMAN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 2/7/2018

Notary Public

TYANK K. COLEMEN

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GRANTOR(S) AFFIDAVIT

State of Illinois
County of Cock }
DEBRA GLEESON LYNCH AKA DEBRA GLEESON and JOHN J. LYNCH, named in the
attached deed, being first duly sworn upon oath, each for himself or herself and not one for the other, deposes and says:
deposes and says.
That he or she has read the attached deed and knows the contents thereof, and that every statement
contained in the terms, warranties and covenants therein set forth is true of his or her own
knowledge.
Sura Hear Tyrch HKA
Luce sturge . The same
DEBRA GLEESON LYDICH AKA JOHN J. LYNCH
DEBRA GLEESON
C
STEATED OF THE COLUMN TO A STATE OF THE COLUMN
STATE OF COUNTY OF
COUNT OF _ { CCQ
The foregoing instrument was acknowledged before me on AMURAY 28 , 2015 by DEBRA
GLEESON LYNCH AKA DEBRA GLEESON and JOHN J. LYNCH who are personally
known to me or have produced <u>Darword literater</u> as identification, and furthermore, the
aforementioned persons have acknowledged that their signatures were their free and voluntary
act for the purposes set forth in this instrument.
That K. Cinha
"OFFICIAL SEAL" Notary Public
THANK B COLEMAN I
NOTARY PUBLIC, STATE OF ILLINOIS My Commission Surface Of ILLINOIS

Property Address: 6000 LAKE BLUFF DRIVE, UNIT 201, TINLEY PARK, IL 60477 Loan Number: 1075092

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