

UNOFFICIAL COPY



Doc#: 1514847061 Fee: \$108.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Affidavit Fee: \$2.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/28/2015 02:38 PM Pg: 1 of 14

Property of Cook County Clerk's Office

Commitment Number: 3340118

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

Return To:  
ServiceLink, A Black Knight Financial Services Company  
10385 Westmoor Drive, Suite 100 Westminster, CO 80021

Mail Tax Statements To:  
**WILMINGTON SAVINGS FUND SOCIETY, FSB, DOING BUSINESS AS  
CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS  
TRUSTEE FOR BCAT 2014-4TT**  
500 DELAWARE AVENUE 11TH FLOOR, WILMINGTON, DE 19801.

**DEED IN LIEU OF FORECLOSURE**

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

KNOWN ALL MEN BY THESE PRESENTS, that **RASAH HARRIS AK/A RASAH DAILY**  
and **MARCUS DAILY**, a married couple, whose mailing address is **550 W 126TH STREET,  
CHICAGO, IL 60628**, hereinafter called grantors, for \$1.00 and the consideration hereinafter  
stated, do hereby grant, bargain, sell and convey unto **WILMINGTON SAVINGS FUND  
SOCIETY, FSB, DOING BUSINESS AS CHRISTIANA TRUST, NOT IN ITS  
INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR BCAT 2014-4TT**, whose  
tax mailing address is **500 DELAWARE AVENUE 11TH FLOOR, WILMINGTON, DE  
19801**, 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: 550 W 126TH STREET, CHICAGO, IL 60628

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**SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION**

**SEE EXHIBIT "B" ATTACHED HERETO AS ESTOPPEL AFFIDAVIT**

This being the identical property conveyed to the GRANTOR herein by Deed from recorded in **Prior Deed Reference: Inst# 0605305034.**

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.

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.

The transfer of the Property to Grantee is voluntary and free of coercion and duress. This Deed in Lieu of Foreclosure relates to real property secured by the following mortgage or deed of trust:

**SEE EXHIBIT "C" ATTACHED HERETO FOR DESCRIPTION OF MORTGAGE OR DEED OF TRUST**

Grantor represents, warrants, covenants, and agrees as follows:

- (i) the execution, delivery, and recordation of the Deed is intended to and shall effect an 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 Grantor to convey, and by the Deed, Grantor has conveyed to Grantee therein, all of Grantor's right, title, and interest absolutely in and to the Property;
- (iii) Possession of the Property is intended to and will be surrendered to Grantee concurrent with the conveyance of title to Grantee;
- (iv) Grantor shall have no right, title, lien, or claim, now or hereafter, on or against the Property or Grantee, all other rights, titles, liens, and claims of Grantor, by agreement at law, or in equity being hereby expressly waived; and to the extent that any court shall seek to find any right, title, lien, or claim in favor of Grantor, Grantor 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.

**No Merger.** Grantor agrees and acknowledges that its entry into this Deed in Lieu of Foreclosure and any other documents contemplated hereby shall not result in a merger of Assignee's interest under the Deed of Trust with Grantee's interest under the Deed in Lieu of Foreclosure. 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.

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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.

**Representations and Warranties.** Grantor represents, warrants, and acknowledges that:

(a) it is in default of its obligations under the Loan and the Note and that the unpaid principal balance thereof together with interest thereupon is immediately due and payable to WILMINGTON SAVINGS FUND SOCIETY, FSB, DOING BUSINESS AS CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR ICAT 2014-4TT without offset, defense, or counterclaim;

(b) the Note and the Deed of Trust or Mortgage are valid and binding agreements enforceable in accordance with their terms;

(c) Grantor is entering into this Release by Debtor freely and voluntarily, and free from any coercion or duress, having received the advice of both real estate and bankruptcy legal counsel.

**Advice of Counsel.** Grantor hereby agrees, represents, and warrants that it has had advice of competent counsel of its own choosing in negotiations for and the preparation of this Deed, or that Grantor has voluntarily forgone the advice of counsel, that Grantor has read this Deed or has had the same read to it by its counsel, that it has had this Deed fully explained by such counsel, and that it is fully aware of its contents and legal effect, even if Grantor did not voluntarily choose, of its own free will, to retain counsel.

## **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 PURSUES ITS RIGHTS UNDER THIS SECTION, IT MAY DETRIMENTALLY AFFECT TRANSFEROR'S CREDIT RATING.**

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WITNESS the hand of said Grantor this 7 day of April, 2015.

Rasah Harris aka Rasah Daily  
**RASAH HARRIS AKA RASAH DAILY**

Marcus Daily  
**MARCUS DAILY**

STATE OF IL  
COUNTY OF Cook

The foregoing instrument was acknowledged before me on 4-7-, 2015 by **RASAH HARRIS AKA RASAH DAILY** and **MARCUS DAILY** who are personally known to me or have produced IL DRI 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.

[Signature]  
Notary Public

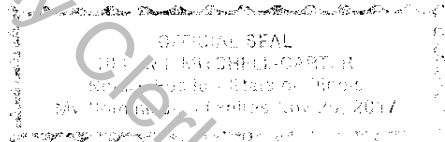
**MUNICIPAL TRANSFER STAMP  
(If Required)**

**COUNTY/ILLINOIS TRANSFER STAMP  
(If Required)**

EXEMPT under provisions of Paragraph L Section 31-45, Property Tax Code.

Date: 5-14-2015

[Signature]  
Buyer, Seller or Representative



City of Chicago  
Dept. of Finance  
**687921**  
5/21/2015 14:14  
dr00193



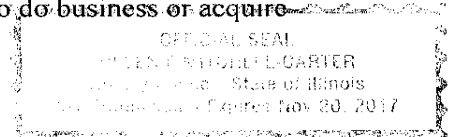
Real Estate  
Transfer  
Stamp  
**\$0.00**  
Batch 9,884,694

Property Address: 550 W 126TH STREET, CHICAGO, IL 60628

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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 4-7, 2015

Rasah Daily  
Signature of Grantor or Agent

Subscribed and sworn to before Helen F. Mitchell-Carter  
Me by the said Rasah Daily + Marcus Daily  
this 7 day of April, 2015.

NOTARY PUBLIC Helen F. Mitchell-Carter

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 May 6, 2015

Chris P.  
Signature of Grantee or Agent

Subscribed and sworn to before  
Me by the said \_\_\_\_\_  
This \_\_\_\_\_ day of \_\_\_\_\_,  
2015.

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.)

Property Address: 550 W 126TH STREET, CHICAGO, IL 60628  
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See attached Jurat

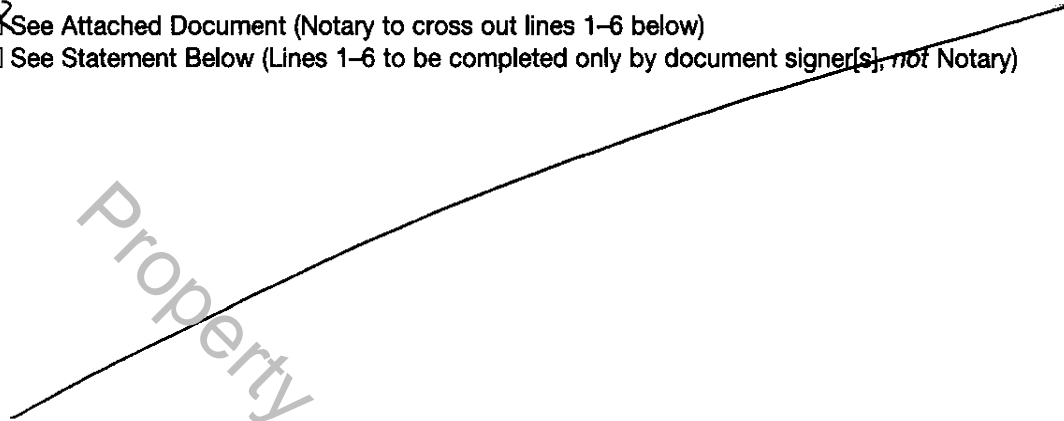
See attached Jurat

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**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)



\_\_\_\_\_  
Signature of Document Signer No. 1

\_\_\_\_\_  
Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
 County of Orange

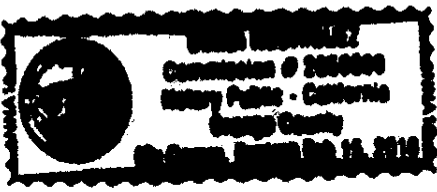
Subscribed and sworn to (or affirmed) before me  
 on this 10<sup>th</sup> day of May, 2015,  
 by \_\_\_\_\_  
Date Month Year

(1) Christina De Luna

(and (2) \_\_\_\_\_),  
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence  
 to be the person(s) who appeared before me.

Signature *Niamara Rodriguez*  
Signature of Notary Public



*Seal*  
 Place Notary Seal Above

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**  
 Title or Type of Document: Statement by Grantor & Grantee Document Date: \_\_\_\_\_  
 Number of Pages: — Signer(s) Other Than Named Above: \_\_\_\_\_

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## EXHIBIT A (LEGAL DESCRIPTION)

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN COUNTY OF COOK, STATE OF ILLINOIS, BEING KNOWN AND DESIGNATED AS: LOT 8 IN BLOCK 2 IN PON AND COMPANY'S 127TH AND WALLACE STREETS SUBDIVISION OF PART OF LOT 19 IN ANDREWS SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, RECORDED AS DOCUMENT NUMBER 10117173, IN COOK COUNTY, ILLINOIS. Tax ID: 25-28-321-008-0000 3340118

COMMONLY known as: 550 W 126TH STREET, CHICAGO, IL 60628  
Tax Parcel Number: 25-28-321-008-0000

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## EXHIBIT "B" ESTOPPEL AFFIDAVIT

STATE OF IL  
COUNTY OF COOK

RASAH HARRIS AKA RASAH DAILY and MARCUS DAILY, being first duly sworn, depose and say: That he/she/they are the identical party or parties who made, executed, and delivered that certain Deed in Lieu of Foreclosure to WILMINGTON SAVINGS FUND SOCIETY, FSB, DOING BUSINESS AS CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR BCAT 2014-4TT, conveying the following described property, to-wit:

### SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to WILMINGTON SAVINGS FUND SOCIETY, FSB, DOING BUSINESS AS CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR BCAT 2014-4TT, 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 WILMINGTON SAVINGS FUND SOCIETY, FSB, DOING BUSINESS AS CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR BCAT 2014-4TT, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to WILMINGTON SAVINGS FUND SOCIETY, FSB, DOING BUSINESS AS CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR BCAT 2014-4TT;

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;

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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 **WILMINGTON SAVINGS FUND SOCIETY, FSB, DOING BUSINESS AS CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR BCAT 2014-4TT**, 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 \$1.00 by **WILMINGTON SAVINGS FUND SOCIETY, FSB, DOING BUSINESS AS CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR BCAT 2014-4TT**, agreement to forebear taking any action against affiants to collect on the obligations 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 as described as follows:

**SEE EXHIBIT "C" ATTACHED HERETO FOR DESCRIPTION OF MORTGAGE OR DEED OF TRUST**

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 **WILMINGTON SAVINGS FUND SOCIETY, FSB, DOING BUSINESS AS CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR BCAT 2014-4TT**, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

I understand and agree that I have waived or released any and all claims, known or unknown, that I have or might have against the Grantee and/or Rushmore Loan Management; and/or Servicelink, and/or their accountants, agents, attorneys, directors, employees, managers, members, officers, servants, and/or shareholders.

That affiants, and each of them will testify, declare, 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.

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

Dated: 4-7-2015

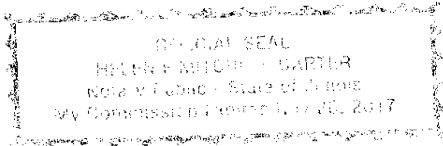
Rasah Harris aka Rasah Daily  
**RASAH HARRIS AKA RASAH DAILY**

Marcus Daily  
**MARCUS DAILY**

STATE OF IL  
COUNTY OF Cook

The foregoing instrument was acknowledged before me on 4-7, 2015 by **RASAH HARRIS AKA RASAH DAILY** and **MARCUS DAILY** who are personally known to me or have produced IL DL 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.

[Signature]  
Notary Public  
County Clerk's Office



# UNOFFICIAL COPY

## EXHIBIT A (LEGAL DESCRIPTION)

**ALL THAT CERTAIN PARCEL OF LAND SITUATED IN COUNTY OF COOK, STATE OF ILLINOIS, BEING KNOWN AND DESIGNATED AS: LOT 8 IN BLOCK 2 IN PON AND COMPANY'S 127TH AND WALLACE STREETS SUBDIVISION OF PART OF LOT 19 IN ANDREWS SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 28, TOWNSHIP 27 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, RECORDED AS DOCUMENT NUMBER 10117173, IN COOK COUNTY, ILLINOIS. Tax ID: 25-28-321-008-0000 3340118**

COMMONLY known as: **550 W 126TH STREET, CHICAGO, IL 60628**  
Tax Parcel Number: **25-28-321-008-0000**

Property Address: 550 W 126TH STREET, CHICAGO, IL 60628  
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## GRANTOR(S) AFFIDAVIT

State of IL }  
County of COOK }

**RASAH HARRIS AKA RASAH DAILY and MARCUS DAILY**, 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:

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.

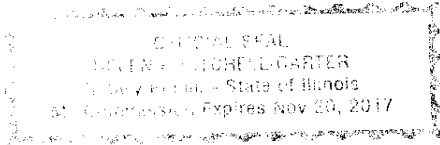
Rasah Harris aka Rasah Daily  
**RASAH HARRIS AKA RASAH DAILY**

Marcus Daily  
**MARCUS DAILY**

STATE OF IL  
COUNTY OF COOK

The foregoing instrument was acknowledged before me on 4-7, 2015 by **RASAH HARRIS AKA RASAH DAILY and MARCUS DAILY** who are personally known to me or have produced IL DL 411 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.

[Signature]  
Notary Public



Property Address: 550 W 126TH STREET, CHICAGO, IL 60628

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EXHIBIT C  
(DESCRIPTION OF MORTGAGE(S) OR DEED(S) OF TRUST)

**Mortgage Dated 06/24/2010, Recorded 07/16/2010 in the office of the Recorder of COOK County, Illinois, in Document No: 1019715000, executed by RASAH DAILY, WHO ACQUIRED TITLE AS RASAH HARRIS to MERS, INC., ACTING SOLELY AS NOMINEE FOR BANK OF AMERICA, N.A, which states that it secured a debt in the principal sum of \$143,054.00. Assigned from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. to BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOMELOANS SERVICING, LP, in Document No. 1203257006, Recorded on 02/01/2012.**

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )

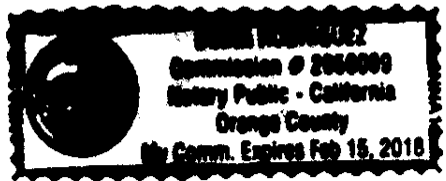
On APP. 29 2015 before me, Diana Rodriguez Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Christina De Luna  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence 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 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Diana Rodriguez  
*Signature of Notary Public*

Place Notary Seal Above

### OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

#### Description of Attached Document

Title or Type of Document: Satisfaction of Mortgage Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_