

UNOFFICIAL COPY

After Recording Return To:

Performance Title, LLC
13131 Hwy 603, Ste 501
Bay Saint Louis, MS 39520
RPMMG-IL-86323



Doc#: 1516016011 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/09/2015 10:36 AM Pg: 1 of 5

Prepared By:

RUTH RUHL, P.C.
12700 Park Central Drive, Suite 850
Dallas, TX 75251

Loan No.: 1002065744
Investor No.: 224703965

ESTOPPEL AND MECHANICS LIEN AFFIDAVIT

State of Illinois

SS

County of Cook

Sheri L. Fassl aka Sheri Fassl, 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 Queen's Park Oval Asset Holding Trust by: RoundPoint Mortgage Servicing Corporation as its attorney-in-fact

dated the 4th day of March, 2015, conveying the property commonly known as:
300 North State Unit 3608, Chicago, Illinois 60654.

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

TAX ID NO.: 17-09-410-014-1252

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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 Sheri Fassl, single woman

as Mortgagors, to Mortgage Electronic Registration Systems INC. acting solely as nominee for Netmors America, Inc., a corporation, dated October 21st, 2010, recorded on December 15th, 2010, in Book N/A, Page N/A, as Mortgagee, Instrument No. 1034919040, and assigned to Queens Park Oval Asset Holding Trust by: RoundPoint Mortgage Servicing Corporation as its attorney-in-fact 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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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.

Sheri L. Fassl aka Sheri Fassl (Seal)
Sheri L. Fassl aka Sheri Fassl

_____ (Seal)

_____ (Seal)

_____ (Seal)

The foregoing was subscribed and sworn to before me in the County of Cook, and State of IL, this 4th day of March, 2015.

(Seal)



Betty J. Soffel
Notary Signature

Betty J. Soffel
Printed Name

IL
Notary Public, State of

6/25/18
My Commission Expires:

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EXHIBIT "A"

PARCEL 1:

UNIT NUMBER 3608 AS DELINEATED ON SURVEYS OF LOTS 1 AND 2, OF HARPER'S RESUBDIVISION OF PART OF BLOCK 1, IN THE ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF PART OF BLOCK 1, IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH PARTS OF CERTAIN VACATED STREETS AND ALLEYS, LYING WITHIN AND ADJOINING THE SAID BLOCKS; WHICH SURVEYS ARE ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 15, 1977 ADN 24238692; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AFORESAID, AS SET FORTH IN THE DECLARATION OF CONDOMINIUM OWNERSHIP, AFORESAID, RECORDED DECEMBER 15, 1977, AS DOCUMENT NUMBER 24238692, AND AS CREATED BY THE DEED, FROM THE MARINA CITY CORPORATION, A CORPORATION OF ILLINOIS, TO BERTRAM G. WARSHAW, RECORDED FEBRUARY 7, 1978, AS DOCUMENT NUMBER 24315510, FOR ACCESS, INGRESS AND EGRESS, OVER, UPON, ACROSS AND THROUGH THE COMMON ELEMENTS, AS DEFINED THEREIN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AFORESAID, AS CREATED BY THE GRANT AND RESERVATION OF EASEMENTS, RECORDED DECEMBER 15, 1977, AS DOCUMENT NUMBER 24238692, AND AS SET FORTH IN THE DEED FROM THE MARINA CITY CORPORATION, A CORPORATION OF ILLINOIS, TO BERTRAM G. WARSHAW, RECORDED FEBRUARY 7, 1978, AS DOCUMENT NUMBER 24315510, IN, OVER, UPON, ACROSS AND THROUGH LOBBIES, HALLWAYS, DRIVEWAYS, PASSAGEWAYS, STAIRS, CORRIDORS, ELEVATOR AND ELEVATOR SHAFTS LOCATED UPON THOSE PARTS OF LOTS 3 AND 4, IN HARPER'S RESUBDIVISION, AFORESAID, DESIGNATED AS EXCLUSIVE EASEMENT AREAS AND COMMON EASEMENT AREAS, FOR INGRESS AND EGRESS, AND ALSO IN AND TO STRUCTURAL MEMBERS, FOOTINGS, BRACES, CAISSONS, FOUNDATIONS, COLUMNS AND BUILDING CORE SITUATED ON LOTS 3 AND 4, AFORESAID, FOR SUPPORT OF ALL STRUCTURES AND IMPROVEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL ID : 17-09-410-014-1252

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

It is understood and agreed by Grantor that the Deed to Queen's Park Oval Asset Holding Trust by: RoundPoint Mortgage Servicing Corporation as its attorney-in-fact

("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 4th day of MARCH, 2015.

Sheri L. Fassel aka Sheri Fassel

Sheri L. Fassel aka Sheri Fassel

-Grantor

-Grantor

-Grantor

-Grantor