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Doc#: 1532717021 Fee: \$68.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Affidavit Fee: \$2.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/23/2015 01:05 PM Pg: 1 of 16

Commitment Number: 15NL04802
15WR03838

This instrument prepared by: Ross M. Rosenberg, Esq., Rosenberg LPA, Attorneys At Law,
3805, Edwards Road, Suite 650, Cincinnati, Ohio 45209 (513) 247-9605.

Return to:

Nations Lending Services WWR, Inc
9801 Legler Road
Lenexa, KS 66219
1-800-316-4682

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)(L)

72210129-08-201-057-0000

KNOWN ALL MEN BY THESE PRESENTS THAT THIS DEED IS EXECUTED ON
April 23, 2015, that Ketina Battle and Christopher S. Battle, 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: 270 Shore Drive, Harvey, IL 60426

Loan Number: 360413

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THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS, TO-WIT: LOT 22 AND LOT 23 AND THE EAST FIVE FEET OF LOT 24, IN CUNNINGHAM'S ADDITION TO HARVEY, A SUBDIVISION OF THE WEST 806.54 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 SECTION 8, TOWNSHIP 36 NORTH, RANGE 14, LYING NORTH OF THE NORTH SHORE OF LITTLE CALUMET RIVER, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. SUBJECT TO ALL EASEMENTS, RESERVATIONS, COVENANTS, CONDITIONS, AGREEMENTS OF RECORD, IF ANY. BEING THE SAME PROPERTY CONVEYED TO KETINA BATTLE AND CHRISTOPHER F. BATTLE, WIFE AND HUSBAND, NOT IN TENANCY IN COMMON, BUT IN JOINT TENANCY BY QUIT CLAIM DEED FROM CHRISTOPHER F. BATTLE, A MARRIED MAN AS RECORDED 09/05/2007 AS DOCUMENT 0724855015.

SEE EXHIBIT "B" ATTACHED HERETO AS ESTOPPEL AFFIDAVIT

COMMONLY known as: 270 Shore Drive, Harvey, IL 60426
Tax Parcel Number: 29-08-701-057-0000

This being the identical property conveyed to the GRANTOR herein by Deed from recorded in Document # 0318215134 dated 7/1/2003 in Cook County

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.

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 thereupon, is immediately due and payable to Assignee without offset, defense, or counterclaim.

Consideration. Transferor acknowledges and agrees that the release of personal liability and 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

Property Address: 270 Shore Drive, Harvey, IL 60426

Loan Number: 360413

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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 following mortgage or deed of trust:

Borrower: KETINA BATTLE AND CHRISTOPHER F. BATTLE, WIFE AND HUSBAND

Lender: MERS INC. AS NOMINEE FOR FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLB&T CO., FSB.

Amount: \$102,000.00

Dated: 08/20/2007

Recorded: 09/05/2007

Document: 0724855016

Maturity Date: 09/01/2037

Type: CLOSED ENDED

Condo Rider Attached: NA

PUD Rider Attached: NA

Lender's Address: 2150 NORTH FIRST STREET, SAN JOSE, CA 95131

ASSIGNMENT OF MORTGAGE/DEED OF TRUST

Assignor: MERS INC. AS NOMINEE FOR FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLB&T CO., FSB.

Assignee: BAYVIEW LOAN SERVICING, LLC

Recorded: 01/30/2015

Document: 1503015004

ASSIGNMENT OF MORTGAGE/DEED OF TRUST

Assignor: MERS INC. AS NOMINEE FOR FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLB&T CO., FSB.

Assignee: BAYVIEW LOAN SERVICING, LLC

Recorded: 02/18/2015

Document: 1504947010

Closing of Transaction. 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 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

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(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 liabilities relating to the Property, including, without limitation, amendments and supplements thereto and in the possession of Transferor;

(b) Any and all transfer 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 contemplated hereby:

(i) To the best of Transferor's knowledge, no filing or petition under the federal bankruptcy law or any insolvency laws, or any laws for composition of indebtedness or for the reorganization of debtors, has been filed with regard to Transferor.

(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 herewith by Transferor (i) have been duly authorized, executed, and delivered by Transferor; (ii) are binding 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 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 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 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;

Disclaimer of Partnership. Nothing contained in this Agreement or any of the documents executed in connection herewith shall serve to create a partnership or any other fiduciary

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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 falsity 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 deliver any and all documents as so requested in order to carry out the intent and purpose of this Agreement.

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

Litigation Costs. 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, 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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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, 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 Deed, and to do any and all other acts and to execute, acknowledge, and deliver 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 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, 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 PURSUES ITS RIGHTS UNDER THIS SECTION, IT MAY DETRIMENTALLY AFFECT TRANSFEROR'S CREDIT RATING.

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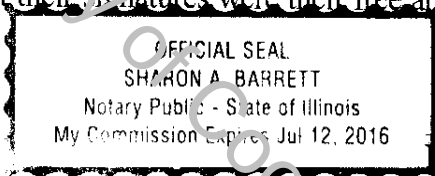
WITNESS the hand of said Grantor this 23 day of April, 2015.

Ketina Battle
Ketina Battle

Christopher F. Battle
Christopher F. Battle

STATE OF Illinois
COUNTY OF COOK

The foregoing instrument was acknowledged before me on April 23, 2015 by **Ketina Battle** and **Christopher F. Battle** who are personally known to me or have produced Driver's License 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.



Sharon A. Barrett
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: 4/28/15

Victor D. Okey
Buyer, Seller or Representative



N2 17791

Property Address: 270 Shore Drive, Harvey, IL 60426

Loan Number: 360413

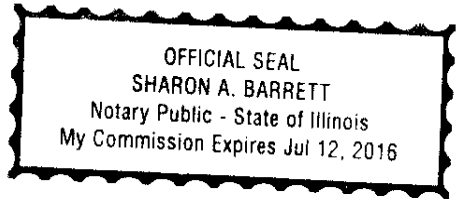
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STATEMENT BY GRANTOR AND GRANTEE

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: April 23, 2015

Sharon Barrett
Signature of Grantor or Agent



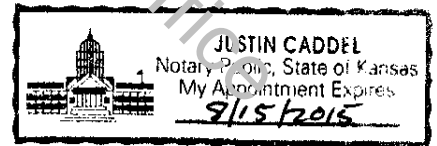
Subscribed and sworn to before
Me by the said Ketina Battle
this 23 day of April,
2015.

NOTARY PUBLIC Sharon Barrett

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 4/28/15, 2015

Justin Cadde
Signature of Grantee or Agent



Subscribed and sworn to before
Me by the said Abeni
This 29th day of April,
2015.

NOTARY PUBLIC Justin Cadde

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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UNOFFICIAL COPY**EXHIBIT "B"
ESTOPPEL AFFIDAVIT**

STATE OF Illinois
 COUNTY OF COOK

Ketina Battle and Christopher F. Battle, being first duly sworn, depose and say: that he/she/they 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 23 day of April, 2015, conveying the following described property, to-wit:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS, TO-WIT: LOT 22 AND LOT 23 AND THE EAST FIVE FEET OF LOT 24, IN CUNNINGHAM'S ADDITION TO HARVEY, A SUBDIVISION OF THE WEST 806.54 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 SECTION 8, TOWNSHIP 36 NORTH, RANGE 14, LYING NORTH OF THE NORTH SHORE OF LITTLE CALUMET RIVER, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. SUBJECT TO ALL EASEMENTS, RESERVATIONS, COVENANTS, CONDITIONS, AGREEMENTS OF RECORD, IF ANY. BEING THE SAME PROPERTY CONVEYED TO KETINA BATTLE AND CHRISTOPHER F. BATTLE, WIFE AND HUSBAND, NOT IN TENANCY IN COMMON, BUT IN JOINT TENANCY BY QUIT CLAIM DEED FROM CHRISTOPHER F. BATTLE, A MARRIED MAN AS RECORDED 09/05/2007 AS DOCUMENT 0724855015.

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**,

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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 \$1.00 by **Bayview Loan Servicing, LLC**, 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:

DEED OF TRUST:

Borrower: KETINA BATTLE AND CHRISTOPHER F. BATTLE, WIFE AND HUSBAND

Lender: MERS INC. AS NOMINEE FOR FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLB&T CO., FSB.

Amount: \$102,000.00

Dated: 08/20/2007

Recorded: 09/05/2007

Document: 0724855016

Maturity Date: 09/01/2037

Type: CLOSED ENDED

Condo Rider Attached: NA

PUD Rider Attached: NA

Lender's Address: 2150 NORTH FIRST STREET, SAN JOSE, CA 95131

ASSIGNMENT OF MORTGAGE/DEED OF TRUST

Assignor: MERS INC. AS NOMINEE FOR FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLB&T CO., FSB.

Assignee: BAYVIEW LOAN SERVICING, LLC

Recorded: 01/30/2015

Document: 1503015004

ASSIGNMENT OF MORTGAGE/DEED OF TRUST

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Assignor: MERS INC. AS NOMINEE FOR FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLB&T CO., FSB.

Assignee: BAYVIEW LOAN SERVICING, LLC

Recorded: 02/18/2015

Document: 1504947010

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.

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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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: April 23, 2015

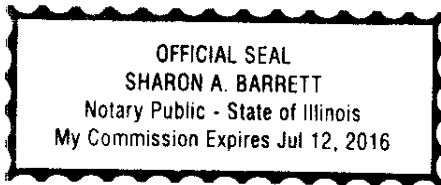
Ketina Battle
Ketina Battle

Christopher F. Battle
Christopher F. Battle

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me on April 23, 2015 by **Ketina Battle** and **Christopher F. Battle** who are personally known to me or have produced Drivers License 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.

Sharon A. Barrett
Notary Public



Property Address: 270 Shore Drive, Harvey, IL 60426

Loan Number: 360413

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GRANTOR(S) AFFIDAVIT

State of ILLINOIS }
County of COOK }

Ketina Battle and Christopher F. Battle, 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.

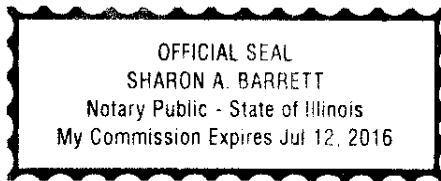
Ketina Battle
Ketina Battle

Christopher F. Battle
Christopher F. Battle

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me on APRIL 23, 2015 by **Ketina Battle** and **Christopher F. Battle** who are personally known to me or have produced Driver's License 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.

Sharon A. Barrett
Notary Public



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Property of Cook County Clerk's Office

A large, dark, scribbled-out area consisting of multiple overlapping, horizontal, wavy lines that completely obscures any text or graphics that might have been present in the center of the page.

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PLAT ACT AFFIDAVIT

State of Illinois

} ss.

County of Johnson

Victoria Diener being duly sworn on oath, states that Katrina Battle and Christopher Battle resides at 270 Shore Drive, Harvey, IL. That the attached deed is not in violation of 765 ILCS 205/1 for one of the following reasons:

1. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed;
 - OR -
 - the conveyance falls in one of the following exemptions as shown by Amended Act which became effective July 17, 1959.
2. The division or subdivision of the land into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access.
3. The divisions of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access.
4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
8. Conveyances made to correct descriptions in prior conveyances.
9. The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act into no more than two parts and not involving any new streets or easements of access.
10. The sale of a single lot of less than 5.0 acres from a larger tract when a survey is made by an Illinois registered surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land. Amended by P.A. 80-318, 1 eff. October 1, 1977.

CIRCLE THE NUMBER ABOVE WHICH IS APPLICABLE TO THE ATTACHED DEED.

Affiant further state that she makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

Victoria Diener

SUBSCRIBED and SWORN to before me

this 29th day of April, 2015

Justin Cadde

