

UNOFFICIAL COPY



Doc#: 1535745025 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/23/2015 12:23 PM Pg: 1 of 4

ESTOPPEL AFFIDAVIT

THIS AFFIDAVIT, made this 19th day of Oct, 2015, by
FADI Y. HAMMAD, hereinafter referred to as Grantor,

WITNESSETH:

That Grantor did on the 31th day of August, 2005, execute and deliver a certain Promissory Note in the principal amount of One Hundred Twenty-Two Thousand Five Hundred And 00/100 (\$122,500.00), and secured by a Mortgage dated August 31, 2005, and duly recorded in the Recorder's Office of Cook County, State of Illinois, as Document No. 0526435414, conveying the real estate located at 420-422 South Homan Ave. Unit 3410-3, Chicago, IL 60624, Cook County, Illinois, and legally described as follows:

LEGAL DESCRIPTION:

Parcel 1: Unit 3410-3 in the 420-422 S. Homan Condominiums as delineated on a Survey of the following described real estate:

That part of Lot 15, lying North of the North line of Congress Street, and all of Lots 16, 17 and 18 in Givin and Gilbert's Subdivision of the South 2/5 of Lot 11 in the Subdivision of the West 1/2 of the Northeast 1/4 of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian, which Survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 0431044037, and as amended, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.

gm

UNOFFICIAL COPY

-2-

Parcel 2: The exclusive right to the use of “none” per Declaration, limited common elements, as delineated on the Survey attached to the Declaration aforesaid recorded as Document Number 0431044037.

Permanent Index Number: 16-14-226-025-1009 fka 16-14-226-018-0000 & 16-14-226-019-0000

Property of Cook County Clerk's Office

UNOFFICIAL COPY

-3-

That Grantor has defaulted in the payments due on said Note, plus interest and necessary advancements due and outstanding and is unable to meet the obligations of said Note and Mortgage according to the terms thereof.

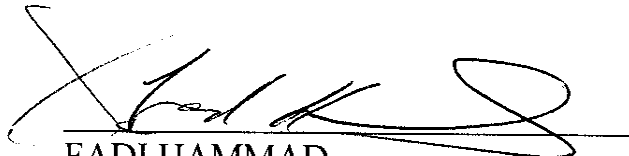
That the said Grantor has made, executed and delivered that certain Deed to **FEDERAL HOME LOAN MORTGAGE CORPORATION, ("FREDDIE MAC")**, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA, dated the 19th day of Oct, 2015, conveying the above described property. The said Grantor hereby acknowledges, agrees and certifies that the aforesaid deed was an absolute conveyance of the Grantor's right, title and interest in and to said real estate, together with all buildings thereon and appurtenances thereunto belonging and appertaining, and with release of all dower and homestead rights in and to said real estate, and also convey, transfer and assign the Grantor's rights of possession, rentals and equity of redemption in and to said premises. The value of said real estate is not in excess of the amount of said indebtedness outstanding and in consideration of the premises hereof and in consideration of such conveyance, the Grantor has received a full and complete release of personal liability on said Note together with the cancellation of record by said Grantee of the Note secured by said Mortgage.

Said Deed was given voluntarily by the Grantor to the Grantee, in good faith on the part of Grantor and Grantee, without any fraud, misrepresentation, duress, or undue influence whatsoever, or any misunderstanding on the part of the Grantor or Grantee and was not given as a preference against any other creditors of said Grantor. Said Deed of conveyance shall not effect a merger of the fee title to the premises with Grantee's Mortgage lien and shall not restrict the right of the Grantee to institute foreclosure proceedings if the Grantee desires, but the conveyance by said Deed shall be and is hereby intended and understood to be an absolute conveyance and an unconditional sale, with full extinguishment of Grantor's equity of redemption, and with full release of all Grantor's right, title and interest of every character in and to said property. Grantor hereby assigns to Grantee the hazard insurance policy now in effect on said property and further assigns to Grantee the right to receive payment of any claim payable under the terms of said policy including any premium refund now or hereafter payable.

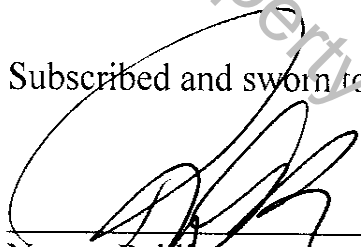
UNOFFICIAL COPY

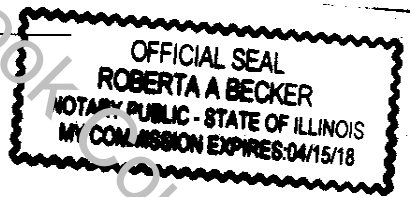
-4-

This Affidavit has been 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.


FADI HAMMAD

Subscribed and sworn to before me this 19th day of Oct., 2015.


Notary Public



PREPARED BY AND RETURN TO:
Richard L. Heavner
HEAVNER, BEYERS & MIHLAR, LLC
Attorneys at Law
P.O. Box 740
Decatur, IL 62525
111 East Main Street
Decatur, IL 62523
Telephone: (217) 422-1719

Property of Cook County Clerk's Office