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Karen A. Yarbrough
Cook County Recorder of Deeds
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Document Prepared by and Return to:
Linear Title and Closing
127 John Clarke Road
Middletown, RI 02842

Property of Cook County Clerk's Office

ESTOPPEL AFFIDAVIT

State of Illinois §
County of Cook §

THE UNDERSIGNED, CELSIE MONTEMAYOR AND ANTONIO MONTEMAYOR, after having been first duly sworn, upon oath, state and affirm the following to-wit:

1. That on November 1, 2007, for good and valuable consideration, Borrower duly executed and delivered a certain Promissory Note ("Note"), made payable to the order of ABN AMRO MORTGAGE GROUP, INC., ("Lender"), in the original principal amount of \$413,250.00, together with interest thereon at the rate set forth in said instrument. The note was duly secured by a Mortgage (the "Security Instrument") of even date therewith being recorded on November 5, 2007, Instrument Number 0730940117 in the real estate records, in the Office of the Clerk and Recorder of Cook County, State of IL.

Property more particularly described as:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, CITY OF CHICAGO, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

LOT 19 (EXCEPT THE NORTH 2 FEET) IN BLOCK 4 IN OLIVER SALINGER AND COMPANY'S THIRD KIMBALL BOULEVARD ADDITION TO NORTH EDGEWATER

CRD REVIEW

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BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL ID #13-02-208-049-0000

THIS BEING THE SAME PROPERTY CONVEYED TO ANTONIO O. MONTEMAYOR AND CELSIE U. MONTEMAYOR FROM MATIJA KONOVALOV, A SINGLE PERSON IN A DEED DATED NOVEMBER 01, 2007 AND RECORDED NOVEMBER 05, 2007 AS INSTRUMENT NO. 0730940116.

COMMONLY KNOWN AS: 6100 North St Louis Avenue, Chicago, IL 60659

PARCEL ID: 13-02-208-049-0000

2. That pursuant to an agreement with the Lender, Borrower has made, executed and delivered that certain Deed in Lieu ("Deed") of even date herewith, which conveyed the Property and improvements thereon to the Lender or its designee.
3. That the undersigned hereby acknowledges, agrees, and certifies that the Deed is an absolute conveyance and unconditional sale of Borrower's right, title and interest in and to said Property and improvements, together with all buildings thereon and appurtenances thereunto belonging and appertaining, including the exceptions as specified in the title commitment/report effective date of October 26, 2015 with release of all homestead and other exemption rights in and to the Property; and also conveyed, transferred and assigned Borrower's rights of possession, rentals, deposits and equity of redemption in and to the Property and improvements thereon, all personal property existing on or used in conjunction with the Property, and all other rights and interest of Borrower in and to the Property.
4. That the value of the Property and improvements thereon is not in excess of the amount of the total indebtedness outstanding on the Note, and in consideration of the premise hereof, and in consideration of such conveyance, Borrower has received from Lender an agreement that, subject to certain conditions, Lender covenants to completely release Borrower from personal liability to pay principal and interest under the Promissory Note and Security Instrument, and from all security agreements, financing statements, and claims and demands with respect to the Property.
5. That the Deed was given voluntarily by Borrower, in good faith on the part of the Lender, without any fraud, misrepresentation, duress or undue influence whatsoever, or any misunderstanding on the part of the Lender or Borrower, and was not given as a preference against any other creditors of Borrower.
6. That the Deed is intended to convey title free and clear of all liens or encumbrances, that the Lender intends to have the title to and condition of said premises examined before fully accepting

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said Deed; the Deed shall not restrict the right of the Lender to commence foreclosure proceedings if it should so desire.

7. That Borrower has not taken any action, or failed to take any action, which would result in any lien, encumbrance, claim or charge from being recorded against the Property.
8. That under Section 727 of Title 11, United States Code, Borrower has received a discharge in a Chapter 7 Bankruptcy on July 29, 2014, Bankruptcy No. 13-08757;
9. That Borrower is currently not the subject of any voluntary or involuntary bankruptcy, insolvency, arrangement or receivership proceedings, nor is Borrower currently contemplating or anticipating the same.
10. That it is expressly understood that this Affidavit has been given for the protection and benefit of and may be relied upon by the Lender and the Title Company, and their successors and assigns, and shall bind the representatives, heirs, executors, administrators and assigns of the undersigned.
11. That there exists no agreement express or implied, for Borrower, the undersigned, or any person or entity acting as an agent of Borrower or undersigned, to reacquire the Property or any portion thereof, or interest therein, from the Lender or to distribute to Borrower any profits or proceeds derived from the Property.
12. That the undersigned upon request from the Lender, 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.
13. That it is expressly understood and agreed that the above foregoing provisions shall be supplemental to the Deed and shall not merge therein.

DATED this 5th of February, 2016.

Celsie U. Montemayor

Celsie Montemayor, Borrower

Antonio Montemayor

Antonio Montemayor, Borrower

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STATE OF Illinois
COUNTY OF Cook

BE IT REMEMBERED, That on this 5 day of Feb 7, ²⁰¹⁶~~2015~~, before me, the undersigned a Notary Public in and for said County and State, came Antonio Montemayor and Cecilia Montemayor who is/are personally known to me to be the same person(s) who executed the within instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Edward J. Cooper
NOTARY PUBLIC
My Commission Expires: 1/29/19

(seal)

