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Doc#: 1608915000 Fee: \$46.00  
RHSP Fee:\$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/29/2016 08:17 AM Pg: 1 of 5

Property of Cook County Clerk's Office

Prepared By:  
Potestivo & Associates  
223 W. Jackson Blvd  
Suite 610  
Chicago, IL 60606

When Recorded, Return To:  
Rubin Lublin, LLC  
3740 Davinci Court, Ste. 150  
Peachtree Corners, GA 30092  
15-02337

Note to Clerk: Please Cross Index 06/16/2006 and recorded on 06/22/2006 in Instrument No. 0617346174 Recorder's Office for Cook County, Illinois.

**AGREEMENT FOR DEED AND ESTOPPEL AND SOLVENCY AFFIDAVIT**

STATE OF ILLINOIS

COUNTY OF COOK

BEFORE ME, the undersigned notary public, personally appeared, Faidat Aremu, Popoola Aremu, as "Deponent", whose post office address is 14 South Spruce Lane, Glenwood, IL 60425, who, having been first duly sworn according to law, represent, warrant, depose and say:

He/She/They have personal knowledge of the matters set forth in this document.

He/She/They are the owners of that certain real property (the "Property") situated in Cook County, State of Illinois legally described as follows:

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LOT 233 IN THE FIFTH ADDITION TO GLENWOOD GARDENS, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 24, 1966 AS DOCUMENT NUMBER 19925538 IN COOK COUNTY, ILLINOIS.

Commonly known as: 14 South Spruce Lane, Glenwood, IL 60425

Tax Parcel ID (Polio): 32-03-403-021

Deponent has never changed his or her name, nor used any other name other than the following:

Deponent's marital status is:  Married  Single

The Property is  Homestead property of Deponent or his or her spouse or minor children  
 Investment Property  Other \_\_\_\_\_

Deponent further states that the Property is the same as that securing a debt evidenced by a Note and security instrument (hereinafter "Mortgage") dated June 16, 2006 given by Popoola Aremu, Faidat Aremu, as Borrower, to Compass Mortgage, Inc. recorded as Instrument Number 0617346174, Cook County, Illinois records, as last assigned to REGIONS BANK D/B/A REGIONS MORTGAGE (hereinafter "Grantee").

There are no other persons who have ownership interests in the Property other than Deponent.

Deponent further states that, at the time the Warranty Deed in Lieu was given to Grantee, there was no other person, firm, or corporation, other than the Grantee of said Deed and/or its successors and assigns, with any interest, either directly or indirectly in said property.

Deponent further states that Deponent has no other creditors whose rights would be prejudiced by said conveyance.

Deponent further states that the following are the only liens against said property to-wit:

Security Instrument recorded at Instrument Number 0617346174, Cook County, Illinois records.

There are no federal tax claims, liens, or penalties assessed against Deponent either individually or in any other capacity, nor are there any loan deeds, trust deeds, mortgages, or liens of any nature whatsoever which remain unsatisfied against said property, except as disclosed herein.

There are no contracts for sale or unrecorded easements affecting the Property.

There are no security agreements, financing statements, title retention contracts, or personal property leases affecting any materials, fixtures, appliances, furnishings, or equipment places on or

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installed in or on the Property as of this date.

Deponent further states that there are no unpaid monthly assessments, condominium fees, or homeowner's association fees or dues of any kind which remain unpaid.

Deponent further states that there are no liens for past due taxes of any kind including but not limited to assessments for paving, sidewalk, curbing, garbage service, sewer, or any other street improvements of any kind against said property or Deponent except as disclosed herein.

Deponent's title to and possession and enjoyment of the Property has been open, notorious, peaceable, and undisturbed, except as noted herein.

Neither Deponent's title to nor possession of the Property has ever been disputed or questioned nor is Deponent aware of any facts by reason of which the title to, or possession of, the Property or any part of it or any personal property located on it might be disputed or questioned or by reason of which any claim to the Property or any portion of it or any personal property located on it might be adversely asserted, except as noted herein.

There are no disputes concerning the location of the boundary lines of the Property as of this date, and the Property has adequate ingress and egress from and to a public road.

Deponent further states that all improvements on said property are contained within the boundaries of said described property; that there have been no violations of any restrictions or ordinances which may have been imposed on said property, nor have any detrimental changes been made or any waste then committed as regards to said property.

The Property has not been used or involved with the disposal, treatment, or storage of hazardous waste or hazardous substances as those terms are defined by 42 U.S.C. Section 9601.

Deponent further states that there are no suits, judgments, bankruptcies or other proceedings filed by Deponent in any court, which said actions could in any way affect the title to said property or constitute a lien thereon; and that Deponent is not surety on the bond of any county official or any other bond that, through default of the principal therein, a lien would be created superior to any conveyance executed by Deponent. Deponent is not insolvent as that term is defined in the Bankruptcy Code, nor is Owner contemplating filing Bankruptcy within ninety days hereof.

Deponent further states that there are no unpaid bills of any nature for the services of any architect, engineer, surveyor, or workman; nor for labor or materials for any recent improvements that may have been placed on said property, either in the construction or repair of any of the improvements thereon, except as disclosed herein, and that there are no fixtures now installed in any buildings or improvements on said property that have not been paid for in full.

Deponent is not a foreign corporation, foreign partnerships, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations) for purposes of United States income taxation and for purposes of disclosure under 26 U.S.C.A., Section 1445.

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Deponents are citizens of the United States of America.

The foregoing representations may be relied upon in connection with the United States Foreign Investment in Real Property Tax Act (94 Stat. 2682, as amended). Deponent understands that his/her/their certification may be disclosed to the Internal Revenue Service by Purchaser and that any false statement contained in this certification may be punished by fine, imprisonment, or both.

That the aforesaid deed of conveyance made Deponent was executed for good and valuable consideration and in lieu of foreclosure upon the above-described Mortgage encumbering the Property. Deponent acknowledges that the note and Mortgage are in default.

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 and is not intended as a mortgage, trust conveyance, or security of any kind.

That the aforesaid deed of conveyance was made by Deponent as the result of his/her/their request that Grantee accept such deed, and was his/her/their free and voluntary act, and Deponent was not acting under any duress, undue influence, misapprehension or misrepresentation by Grantee or any other representative of Grantee.

That at the time of making said deed Deponent felt and still feels that the Mortgage indebtedness above mentioned represents at least the fair value of the property so deeded; that said deed was not given as a preference against other creditors of the Deponents.

That the aforesaid deed of conveyance made by Deponent was executed and delivered with the express understanding that it does not operate, even though placed of record, to effect such a merger of interest as to extinguish the mortgage lien, and that its receipt by Grantee does not constitute legal delivery and shall be of no binding force or effect whatsoever until such time as the grantee consents to the acceptance of such deed, after approval of title by Grantee. The receipt or acceptance of said deed aforesaid shall in no way restrict the right of Grantee, or the right of its agents or successors in interest, to foreclose the mortgage debt if foreclosure is deemed desirable.

The doctrine of equitable conversion shall not apply to the transactions contemplated by the Warranty Deed in Lieu, and Deponent shall bear all risk of loss on the Property until Grantee accepts delivery of such deed. Deponent shall not cancel any hazard insurance policies on the Property until Grantee accepts delivery of such deed.

In the event that Deponent has not surrendered possession of the Property to Grantee or does not surrender possession, Deponent acknowledges that he/she/they is/are occupying the Property as a tenant at sufferance and that Grantee is entitled to a writ of possession for the premises.

This instrument is made for the protection and benefit of the aforesaid Grantee its agents, successors and/or assigns, and all other parties hereafter dealing with or who may acquire any interest in the property described in the aforesaid deed, and shall bind the respective heirs, executors, administrators, and assigns of the undersigned.

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By acceptance and recording of the Warranty Deed in Lieu and this instrument, Grantee covenants and agrees that it shall forever forbear taking any action whatsoever to collect against Deponent(s) on the obligations which are secured by the Mortgage described herein, other than by foreclosure of that mortgage; and, that in any proceeding to foreclose that Mortgage, Grantee shall not seek, obtain or permit a deficiency judgment against Deponent(s), their heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the event that Deponent attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to Grantee.

The terms herein shall survive the deed in lieu transaction, and if any provision herein is deemed invalid by a court of law or equity, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Agreement for Deed and Estoppel Solvency Affidavit on this 22 day of August, 2015.

Faidat Aremu

Popoola Aremu

State of ILLINOIS  
County of COOK

The foregoing instrument was sworn to and acknowledged before me this 22 day of August, 2015 by Faidat Aremu, Popoola Aremu, who [ ] is/are personally known or [  ] has/have produced a driver's license as identification.

Gloria Lennox / Gloria Lennox  
Notary Public  
Notary Expires on 9/30/2017

[Notary Seal]

