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Doc#: 1613945035 Fee: \$46.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Affidavit Fee: \$2.00 Karen A. Yarbrough

Cook County Recorder of Deeds Date: 05/18/2016 10:53 AM Pg: 1 of 5

This Incoment was reviewed/prepared by: LARRY A WUTNEY, Attorney at Law 231 NORTH ALPINE AVE PARK RIDGE, IL 50068

Exempt under provision of Paragraph Section 31-45, Real Estate Transfer Tax Ac

> Buyer, Sel' a Representative

LIEU OF FORECLOSURE

KNOWN ALL MEN BY THESE PRESENTS, that KIMDF'XLY RODRIGUEZ, AN UNMARRIED WOMAN, hereinafter called Grantor, for Ten Dollars (\$10.00) and the corsideration hereinafter stated, do hereby grant, bargain, sell and convey unto BAYVIEW LOAN SERVICING, 12C., whose mailing address is 4425 Ponce de Leon Blvd., 5th 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, State of Illinois, described as follows:

LOT 6 IN BLOCK 90 IN VILLAGE OF PARK FOREST AREA NO. 4, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 35, AND THE WEST 1/2 OF SECTION 36, 1 OWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 339 MIAMI ST, PARK FOREST, IL 60466

ASSESSOR'S PARCEL NUMBER: 31-35-208-030-0000

BEING THE SAME PROPERTY CONVEYED TO KIMBERLY RODRIGUEZ, AN UNMARRIED WOMAN BY DEED FROM KIMBERLY RODRIGUEZ, AN UNMARRIED WOMAN AND ROBERT J. OTT, AN UNMARRIED MAN RECORDED 02/13/2009 IN DEED 0904403008, IN THE OFFICE OF THE RECORDER OF DEEDS FOR COOK COUNTY, ILLINOIS

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.

EXEMPTION APPROVED

VILLAGE CLERK

la C. Mc Sam

VILLAGE OF PARK FOREST

CCRD REVIE

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NO MERGER. Grantor agrees and acknowledges that its entry into this deed and the other documents contemplated hereby shall not result in a merger of Grantee's interest under the mortgage with Grantee'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.

This deed does not effect a merger of the fee ownership and the lien of the mortgage described below. The fee and lien shall hereafter remain separate and distinct. By acceptance and recording of this deed, Grantee covenants and agrees that it shall forever forebear taking any action whatsoever to collect against Grantor on the obligations which are secured by the mortgage/deed of trust (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceedings to foreclosure that mortgage, Grantee shall not seek, obtain or permit a deficiency judgment against Grantors, their heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the event that Grantor attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to Grantee.

Grantor does bereby assign and transfer to Grantee any equity of redemption and statutory rights of redemption concerning the leaf 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 fring made. See Estoppel Affidavit attached as Exhibit "A".

The true and actual consideration for this transfer consists of Grantee's waiver of its right to bring an action against Grantor based on the promis ory note secured by the mortgage hereinafter described and agreement not to name the Grantor as a party to a foreelogure action stated above with respect to that certain mortgage dated 4/29/2011 by KIMBERLY RODRIGUEZ in fevor of MERS INC., SOLELY AS NOMINEE FOR QUICKEN LOANS INC., recorded in COOK County, I. 2, Document Number 1113108147, on 5/11/2011. Said mortgage was assigned to Bank of America, N.A., successor by merger to BAC Home Loans Servicing LP by an assignment recorded on 7/27/2012 as Doc# 1220957068; Said mortgage was assigned to Secretary of Housing and Urban Development by an assignment recorded on 12/31/2015 as Doc# 1536508206; Said mortgage was assigned to Bayview Loan Servicing, LLC by an assignment recorded on 12/31/2015 as Doc# 1536508207.

In construction of 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.

STATE OF ILLINOIS

COUNTY OF COOL

SS.

COUNTY OF COOL

OFFICIAL SEAL

KATHI ANN HOLLIDAY

Notary Public

Kathi Ann Holliday

Printed Name

My Commission Expires:

MAR 1 2 2017

Notary Public - State of Illinois

My Commission Expires Mar 12, 2017

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Exhibit "A" ESTOPPEL AFFIDAVIT

STATE OF ILLINOIS)	
COUNTY OF ODE SS.	
KIMBERLY RODRIGUEZ, AN UNMARRIED WOMAN, being first duly	
he/she/th/y are the identical party(ies) who made, executed, and delivered that	
to BAYVIEW LOAN SERVICING, LLC. dated the day or	f
, conjecting the following described property, to-wit:	
7 02	
LOT 6 IN BLOCK ?? IN VILLAGE OF PARK FOREST AREA NO. 4, B	BEING A SUBDIVISION OF PART

OF THE EAST 1/2 OF SECTION 35, AND THE WEST 1/2 OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 13 EAST OF TAF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 359 MIAMI ST, PARK FOREST, IL 60466

ASSESSOR'S PARCEL NUMBER: 31-35 208-030-0000

BEING THE SAME PROPERTY CONVEYED TO KIMBERLY RODRIGUEZ, AN UNMARRIED WOMAN BY DEED FROM KIMBERLY RODRIGUEZ, AN UNMARRIED WOMAN AND ROBERT J. OTT, AN UNMARRIED MAN RECORDED 02/13/2009 (*) DEED 0904403008, IN THE OFFICE OF THE RECORDER OF DEEDS FOR COOK, ILLINOIS.

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to Grantee, and was not and is not now intended as a mortgage for st conveyance, or security of any kind; that it was the intention of affiants as Grantors in said deed to convey, and by aid deed these affiants did convey to Grantee, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to Grantee.

That in the execution and delivery of said deed affiants were not acting under on misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or our ess.

That aforesaid deed was not given as a preference against any other creditor or the depotents or either of them; that at the time it was given there was no other person or persons, firms or corporations, other than Grantee, 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 of socibed in said deed. That the consideration for said deed was and is payment to affiants of the sum of Ten Doltary 10.00) by Grantee's, 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 was executed by the undersigned to MERS INC., SOLELY AS NOMINEE FOR QUICKEN LOANS INC., dated 4/29/2011 and recorded at COOK County Records, State of Illinois as Document Number 1113108147, on 5/11/2011. Said mortgage was assigned to Bank of America, N.A., successor by merger to BAC Home Loans Servicing LP by an assignment recorded on 7/27/2012 as Doc# 1220957068; Said mortgage was assigned to Secretary of Housing and Urban Development by an assignment recorded on 12/31/2015 as Doc# 1536508206; Said mortgage was assigned to Bayview Loan Servicing, LLC by an assignment recorded on 12/31/2015 as Doc# 1536508206.

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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.

I/WE (THE BORROWERS) UNDERSTAND THAT I/WE HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED, I/WE HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

Dated this 27 day of

PODRÍGUE

STATE OF ILLINOIS

SS.

COUNTY OF

Signed and sworn (or affirmed) to before me on the ball and

RODRIGUEZ.

OFFICIAL SEAL KATHI ANN HOLLIDAY Notary Public - State of Illinois My Commission Expires Mar 12, 2017

Kathi Ann Holliday

Pinted Name

My Commission Expires:

MAR 1 2 2017

Timios, Inc 601 S. Glenoaks Blvd Sulte 306 Burbank, CA 91502

RETURN RECORDED DOCUMENT TO: TIMIOS, INC.

5716 CORSA AVE, STE 102

WESTLAKE VILLAGE, CA 91362

MAIL TAX DOCUMENTS TO: BAYVIEW LOAN SERVICING, LLC. 4425 PONCE DE LEON BLVD, 5TH FLOOR

CORAL GABLES, FL 33146

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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 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 20 (6 Signature:	
The way	Grantor or Agent
Subscribed and sworr to before Me by the said Mark Weeks William Connor this 9 day of 100 million Connor 20 6	OFFICIAL SEAL LUIS COLON Notary Public - State of Illinois My Commission Expires Feb 22, 2019
NOTARY PUBLIC / CONTINUE / CONTIN	
The Grantee or his agent affirms and veri ies that the name of the gran assignment of beneficial interest in a land trist is either a natural person or foreign corporation authorized to do business or acquire and hold tit a partnership authorized to do business or entity recognized as a perbusiness or acquire and hold title to real estate under the laws of the States.	on, an Illinois corporation le to real estate in Illinois son and authorized to do
Date Port 9 , 20 16 Signature	_
	Grantee or Agent
Subscribed and sworn to before Me by the said VALEVIE SMESHED This day of APVL NOTARY PUBLIC	OFFICIAL SEAL LUIS COLON Notary Public - State of Illinois My Commission Expires Feb 22, 2019

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.)

