#### **UNOFFICIAL COPY**



Doc# 1635634049 Fee \$33.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/21/2016 11:14 AM PG: 1 OF 5

After Recording Return To: Old Republic Servicing Solutions

Attn: Recording Department

681 Andersen Dr, Foster Plaza Bldg 6-6th Fl

Pittsburgh, Pennsylvania 15229

Prepared By:

RUTH RUHL, P.C. 12700 Park Central Drive, Suite 850 Dallas, TX 75251

Loan No.: 600851828 Investor No.: 464812534

# 0x Coot Cou ESTOPPEL AND MECHANICS LIEN AFFIDAVIT

State of Illinois

County of Cook

SS

Emilio Gonzalez and Martina Sida aka Martina Gonzalez, husband and wife

, referred to as Affiant(s)

being first duly and separately sworn each for himself and herself, deposes and says:

That they are the identical parties who made, executed and delivered that certain deed to Federal Home Loan Mortgage Corporation

dated the 10 day of 3707 S 61st Ave, Cicero, Illinois 60804

20/6, conveying the property commonly known as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TAX ID NO.: 16-32-322-003-0000

ILLINOIS ESTOPPEL AND MECHANICS LIEN AFFIDAVIT

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#### **UNOFFICIAL COPY**

Loan No.: 600851828 Investor No.: 464812534

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 not and is not now intended as a mortgage, trust conveyance, or security of any kind, and that possession of said premises has been or will be surrendered to the said Grantee; that the consideration in aforesaid deed was and is the full cancellation of all debts, obligations, costs, and charges heretofore existing under and by virtue of the terms of a certain mortgage heretofore existing on the property therein and hereinbefore described executed by Emilio Gonzalez, married to Martina Gonzalez

as Mortgagors, to Countrywide Bank, FSB

, as Mortgagee,

dated August 17 h, 2007 , recorded on September 5th, 2007 , in Book N/A , Page N/A , Instrument No. 0724849021 , and assigned to Federal Home Loan Mortgage Corporation by an Assignment recorded in Book N/A, Page N/A, Instrument No. N/A, or by an Assignment recorded simultaneously herewith in the Office of the Registrar/Recorder of Deeds of Cook County, State of Illinois, and the cancellation of record by said Grantee of Said mortgage, provided there are no secondary liens or encumbrances to the said property.

That the aforesaid deed and conveyance was made by these Affiants as the result of their request that the Grantee accept such deed and was their free and voluntary act; that at the time of making said deed these deponents felt and still feel that the mortgage indebtedness above mentioned represented a fair value of the property so deeded; that said deed was not given as a preference against any other creditors of 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 the Grantee therein named, interested, either directly or indirectly, in said premises; that these deponents are solvent and have no other creditors whose rights would be prejudiced by such conveyance, and that deponents are not obligated upon any bond or other mortgage whereby any lien has been created or exists against the premises described in said deed; and that deponents in offering to execute the aforesaid deed to the Grantee therein, and in executing same, were not acting under any duress, undue influence, misapprehension, or misre presentation by the Grantee in said deed, and that it was the intention of these deponents as Grantors in said deed to convey and by said deed these deponents did convey to the Grantee therein all their right, title, and interest absolutely in and to the premises described in said deed.

Affiants further state that up to this date no contracts for the furnishing of labor of material on the foregoing premises have been made, no improvements or repairs have been made on the oremises described above or upon any building on said land, or any work done thereon which has not been fully completed and paid for, nor have any materials which have not been fully paid for been furnished for use upon said land or any building thereon, and that no contract of any kind has been made, nor anything done, suffered or permitted in relation to said land or any building thereon or improvement thereof, in consequence of which any lien may be claimed o enforced against said land under the Mechanics Lien laws of the state in which the foregoing property is located.

Affiants further state that no agreement or contract for conveyance, or deed of conveyance, or written leave, or writing whatsoever, is or are in existence adversely affecting the title to said premises.

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Loan No.: 600851828 Investor No.: 464812534

This affidavit is 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.

	A) COA	Emilio Mars ales (Seal) Emilio Gonzalez  Martina Sida aka Martina Gonzalez  (Seal)  Martina Sida aka Martina Gonzalez
	DO OF OF	(Seal)
State of	The foregoing was subscribed and sworn to before this	
(Seal)	ANGEL ESPITIA OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires January 31, 2018	Notary Signature  Printed Name Angel Epitio
		Notary Public, State of # 111015  My Commission Expires: 01/3/1/8

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Loan No.: 600851828 Investor No.: 464812534

#### CONDITIONAL DELIVERY OF DEED

(to be attached to the Estoppel Affidavit)

It is understood and agreed by Grantor that the Deed to Federal Home Loan Mortgage Corporation

("Grantee"). The tioned in the Estoppel Affidavit delivered together herewith, is intended to convey a marketable title free and clery of all liens or encumbrances, that the Grantee intends to have the title to and condition of said premises examine a before finally accepting said Deed; and, that the Grantee, in its sole discretion, reserves the right to reject said Deed, and to have the holder of the Note and the Mortgage/Deed of Trust/Security Deed proceed with foreclosure and assert at of the rights of the holder under the Note and Mortgage/Deed of Trust/Security Deed described in the first paragraph of said Estoppel Affidavit.

Signed this	lav of <u>OS-</u>	20/6	
<u>Emilio Yonzan</u> Emilio Gonzalez	-Gra.ito)	Martina Sida Martina Gonzalez	artica González Grantor
	T (	20,	Contra
	-Grantor	The state of the s	-Grantor
		,2	)sc.
			(C)

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#### **EXHIBIT "A"**

SITUATE IN THE COUNTY OF COOK, STATE OF ILLINOIS;

LOT 3 IN SUBLIVISION OF LOT 10 (EXCEPT NORTH 60 FEET) IN SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTH 1/2 OF THW SOUTHWEST 1/4 OF TYE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE TYLERD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

JE L.

ID NO: 16-32

ING THE SAME PROPERTY CC.
RANTOR: JUAN C. ALARCON, A MAL.
RANTEE: EMILIO GONZALEZ
ATED: 11/12/2004
RECORDED: 11/28/2004
DOC#/ROOK-PAGE: 0433147039
NOTE: CONVEYS LOT 3 ONLY

BEING THE SAME PROPERTY CONVEYED BY QUIT CLAIN FUED
GRANTOR: JUAN C. ALARCON, A MARRIED MAN
GRANTEE: EMILIO GONZALEZ
TED: 11/12/2004
TO: 11/28/2004
TO: 11/28/2004
TO: 11/28/2004
TO: 0433147038
TOEED CONVEYS LOTS 3 AND 4