

After Recording Return To:
Old Republic Servicing Solutions
Attn: Recording Department
681 Andersen Dr., Foster Plaza Bldg 6-6th Fl
Pittsburgh, Pennsylvania 15220

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

Loan No.: 0598528065 Investor No.: 1701017903

ESTOPPEL AND MECHANICS LIEN AFFIDAVIT

County of <u>Coo k</u>	SS	C/Q _r ,	
Aldrich B. Baniaga and Melissa C. Sumulo	ong, both divorced, not s	since remarried	
being first duly and separately sworn each	for himself and herself,		referre I to as Affiant(s
That they are the identical parties who mad Mortgage Association dated the 12 day of Septender 1900 N. Inference St. #700 Chlore Illinois 1	2016 .conveyin	ed that certain deed to Fed ng the property commonly	deral National known as:
200 N Jefferson St #709, Chrcago, Illinois of \$\fmu\$ QO SEE EXHIBIT "A" ATTACHED HERETO	00000.		
TAX ID NO : 17-09-314-021-1027			

ILLINOIS ESTOPPEL AND MECHANICS LIEN AFFIDAVIT

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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 Aldrich B. Baniaga, Melissa C. Sumulong, as joint tenants

as Mortgagors,

to American Home Mortgage

, as Mortgagee,

dated January ?5th, 2006 , recorded on February 16th, 2006 , in Book N/A , Page N/A , Instrument No. 0604742013 , and modified by agreement recorded June 7th, 2012 in Instrument No. 1215949025, and assigned to Federal National Mortgage Association 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 gain t any other creditors of the deponents or either of them; that at the time it was given there was no other person c. persons, firms or corporations, other than the Grantee therein named, interested, either directly or indirectly, in said promises; 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 mis ep esentation 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 to and to the premises described in said deed.

Affiants further state that up to this date no contracts for the furnishing of labor or material on the foregoing premises have been made, no improvements or repairs have been made on the promises 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 to 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 or 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 writter lesse, or writing whatsoever, is or are in existence adversely affecting the title to said premises.

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Loan No.: 0598528065 Investor No.: 1701017903

ILLINOIS ESTOPPEL AND MECHANICS LIEN AFFIDAVIT

This affidavit is made for the protection and benefit of th and all other parties hereafter dealing with or who may a shall bind the respective heirs, executors, administrators,	
	Aldrich B. Baniaga (Seal)
	Melissa C. Sumulong (Seal)
	(Seal)
Ox	(Seal)
The foregoing was subscribed and sworn to be. State of July , this 13 day of	ore me in the County of Look. and
The foregoing was subscribed and sworn to be. State of, this day of	Siftember, 7016
(Seal)	Notary Signature
OFFICIAL SEAL DANIEL A VEGA	Printed Name Daviel A. Vega
Notary Public - State of Illinois My Commission Expires May 12, 2019	Notary Public, State of Tlinois
	My Commission Expires: May 12, 7019
	My Commission Expires: Way (12) 1019

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Loan No.: 0598528065 Investor No.: 1701017903

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.

	Aldrich B. Baniaga (Seal) Melissa C. Sumulong (Seal)
Coff	(Seal)
The foregoing was subscribed and sworn to be to State of, this day of	remain the County of Cook, and person, and
(Seal)	Notary Signature
OFFICIAL SEAL AKASHA S TERRIER NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:09/06/20	Notary Public, State of Silvio's My Commission Expires: 6 A 7020

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Loan No.: 0598528065 Investor No.: 1701017903

CONDITIONAL DELIVERY OF DEED

(to be attached to the Estoppel Affidavit)

It is understood and agreed by Grantor that the Deed to Federal National Mortgage Association

("Grantee") mentioned in the Estoppel Aftitle free and crear of all liens or encumbra premises examined before finally accepting to reject said Deed, and to have the holder foreclosure and assert in of the rights of described in the first paragraph of said Esto	ances, that the (said Deed; and of the Note and the holder und ppel Affidavit.	Grantee intends to have the title to are, that the Grantee, in its sole discretion the Mortgage/Deed of Trust/Security er the Note and Mortgage/Deed of T	nd condition of said n, reserves the right Deed proceed with
Signed this day of	Septem	ber, 20/6.	
all Back			
Aldrich B. Barliaga	-Gramor	M elissa C. Sumulong -	-Grantor
	-Grantor		-Grantor
		Clarks	
		45	
			15.
			C

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Loan No.: 0598528065 Investor No.: 1701017903

CONDITIONAL DELIVERY OF DEED

(to be attached to the Estoppel Affidavit)

It is understood and agreed by Grantor that the Deed to Federal National Mortgage Association

("Grantee"), mentioned in the Estoppel Affidavit delivered together herewith, is intended to convey a marketable title free and clear of all liens or encumbrances, that the Grantee intends to have the title to and condition of said premises examined before finally accepting said Deed; and, that the Grantee, in its sole discretion, reserves the right to reject said Deeu, and to have the holder of the Note and the Mortgage/Deed of Trust/Security Deed proceed with foreclosure and assert all 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.

of <u>Septem</u>	<u>bh, 21</u>	016.	
-G an or	Melissa C.	Sumulong	-Grantor
-Grantor	4/2×		-Grantor
	'9	Clarts	
			CO
	-G an or	-Grantor Melissa C.	-Gan)or Melissa C. Sumulong -Grantor

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EXHIBIT "A"

SITUATE IN THE COUNTY OF COOK, STATE OF ILLINOIS;

UNIT NUMBERS 709, P-129, IN JEFFERSON TOWNER CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 1: LOTS 1 AND 2 IN MANNING'S SUBDIVISION OF LOTS 5 AND 8 IN BLOCK 25 IN THE ORIGINAL TOWN OF CHICAGO IN THE SOUTH HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO,

PARCEL 2: THE 20 FOOT VACATED ALLEY SOUTH AND ADJOINING SAID LOTS 1 AND 2; ALSO,

PARCEL 3: IOTS 3,4,5,6,7,8 AND 9 (EXCEPT THE NORTH 10 FEET OF EACH SAID LOTS CONVEYED FOR P PUBLIC ALLEY) IN MANNING'S SUBDIVISION OF LOTS 5 AND 8 IN BLOCK 25 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF CAT THIRD PRINCIPAL MERIDIAN; ALSO,

PARCEL 4: ALL OF LOTS 1 AND 4 LYING WEST OF THE LINE (HEREINAFTER CALLED THE DIVISION LINE) BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 1 WHICH IS 49.65 FEET EAST OF THE NORTH WEST CORNER THEREOF, THENCE RUNNING SOUTH ALONG THE EAST FACE OF A BRICK WALL TO A POINT ON THE SOUTH LINE OF SAID LOT 4 WHICH IS 50.18 FEET EAST OF THE SOUTH WEST CORNER THEREOF IN BLOCK 25 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL LAKEN AS A TRACT

(EXCEPT FROM THE ABOVE DESCRIBED TRACT THAT PART THEREOF LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +31.76 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.67 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECT VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 00°00'43" WEST, ALONG THE WEST LINE THEREOF, 25.26 FEET; THENCE SOUTH 89°55'59" EAST, 1.52 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°55'59" EAST, 57.12 FEET; THENCE NORTH 00°05'20" EAST, 28.48 FEET; THENCE SOUTH 89°53'53" EAST, 73.96 FEET; THENCE NORTH 00°06'07" EAST, 6.82 FEET; THENCE SOUTH 89°53'53" EAST, 17.72 FEET; THENCE SOUTH 00°15'38" EAST, 37.41 FEET; THENCE SCUTH 76°01'37" WEST, 94.92 FEET; THENCE NORTH 00°07'01" WEST, 1.03 FEET; THENCE NORTH 89°38'52" WEST, 37.86 FEET; THENCE NORTH 00°02'54" WEST, 10.31 FELT, THENCE NORTH 89°56'21" WEST, 19.06 FEET; THENCE NORTH 00°00'48" EAST, 13.65 FEET TO THE POINT OF BEGINNING;

ALSO, EXCEPT FROM THE ABOVE DESCRIBED TRACT THAT PART THEREOF LYING BELOW A SLANTED PLANE DEFINED BY THE HEREINAFTER DESCRIBED POINTS "A", "B" AND "C" AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.67 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECT VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 00°00'43" WEST, ALONG THE WEST LINE THEREOF, 25.26 FEET; THENCE SOUTH 89°55'59" EAST, 1.52 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ALSO HORIZONTALLY POINT "A" WHICH HAS AN ELEVATION OF +3 1.76 FEET ABOVE CHICAGO CITY DATUM; THENCE SOUTH 89°55'59" EAST, 57.12 FEET, TO A POINT, SAID POINT BEING ALSO HORIZONTALLY POINT "B" WHICH HAS AN ELEVATION OF +31.76 FEET ABOVE CHICAGO CITY DATUM; THENCE NORTH 00°05'20" EAST, 28.48 FEET TO A POINT,

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SAID POINT BEING ALSO HORIZONTALLY POINT "C" WHICH HAS AN ELEVATION OF +30.18 FEET ABOVE CHICAGO CITY DATUM; THENCE NORTH 89°53'53" WEST, 57.16 FEET; THENCE SOUTH 00°00'48" WEST, 28.51 FEET TO THE POINT OF BEGINNING;

ALSO, EXCEPT FROM THE ABOVE DESCRIBED TRACT THAT PART THEREOF LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +31.76 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.67 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECT VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00°00'00" EAST, ALONG THE EAST LINE THEREOF, 98.04 FEET; THENCE NORTH 90°00'00" WEST, 18.57 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'00" EAST, 9.42 FEET; THENCE NORTH 90°00'00" WEST, 12.54 FEET; THENCE NORTH 00°00'00" EAST, 8.43 FEET; THENCE NORTH 90°00'00" WEST, 4.38 FEET; THENCE NORTH 00°00'00" EAST, 19.45 FEET; THENCE NORTH 89°59'43" EAST, 22.62 FEET; THENCE SOUTH 00°00'00" WEST, 7.82 FELT. THENCE SOUTH 90°00'00" EAST, 12.22 FEET; THENCE SOUTH 00°17'16" WEST, 23.18 FEET; THENCE NORTH 90°00'00" WEST, 17.78 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS, TO WHICH SURVEY IS ATTACHED AS EXHIBIT 'B' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0536327117, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

TAX ID NO: 17-09-314-021-1027

BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED

200 NORTH JEFFERSON, LLC

GRANTEE:

ALDRICH B. BANIAGA AND MELISCA C. SUMULONG

DATED:

01/23/2006

RECORDED:

02/16/2006

DOC#/BOOK-PAGE: 0604742012

Cotto Office ADDRESS: 200 N JEFFERSON ST # 709, CHICAGO, IL 60606

END OF SCHEDULE A