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P.I.N. 06-24-413-023-0000

Loan No. 4717110042

MAIL TO:

BP Peterman Law Group LLC
165 Bishops Way
Suite 100
Brookfield, WI 53005

Prepared By *A*



1706144053

Doc# 1706144053 Fee \$48.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 03/02/2017 03:11 PM PG: 1 OF 1

Above space for Recorder's Use Only

JOINT AND MUTUAL RELEASE AND DEED IN LIEU OF FORECLOSURE AGREEMENT

MEMORANDUM of this Joint and Mutual Release and Deed in Lieu of Foreclosure Agreement (herein "Agreement") made pursuant to 735 ILCS 5/15-1401 and entered into by and between Provident Funding Associates, L.P., (herein "Mortgage Company") and Christine Lima, formerly known as, and who acquired title as, Christine M. Deering (herein "Property Owner"). Collectively, the Mortgage Company and Property Owner shall be referred to as the "Parties."

WITNESSETH:

WHEREAS, the Mortgage Company is the holder of indebtedness described in and secured by a mortgage on real estate commonly known as 245 Acorn Drive, Streamwood, IL 60107 (herein "Property") recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 0736248029, or is the servicing agent for the holder of said indebtedness;

WHEREAS, said mortgage is and has been in default, and the sum of \$35,127.12 plus interest, fees, and costs, is at present due and outstanding on the obligation secured by said mortgage, and the market value of the mortgaged property is agreed to be equal to or less than the indebtedness;

WHEREAS, the Property Owner has delivered the following fully executed documents to the Mortgage Company:

- A) General Warranty Deed conveying title to said property to the Mortgage Company or its nominee in fee simple;
- B) Assignment to the Mortgage Company of any and all fire, windstorm, hazard, and homeowner or other insurance policies;
- C) Assignment of leases and rents;
- D) Assignment of monies collected or to be collected by Receiver;

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E) Abstract of Title, or Owner's Guaranty Title Policy properly assigned to the Mortgage Company or its nominee; and

F) Owner's Guaranty Title Policy properly assigned to the Mortgage Company;

AND WHEREAS, Property Owner and Mortgage Company agree that this Contract for Deed in Lieu of Foreclosure and the transactions contemplated herein are a mutual, full and complete settlement, discharge and release of Property Owner's and Mortgage Company's claims relating to the mortgage, including, without limitation, their rights and obligations with respect to the rescission of the mortgage pursuant to the Truth-in-Lending Act, Federal Reserve Regulation Z, or any other law; and Property Owner further acknowledge(s) that he/she have elected to proceed with this Contract for Deed in Lieu of Foreclosure and the transactions contemplated herein in lieu of any other rights or actions that he/she might pursue with respect to rescission either now or in the future.

NOW, THEREFORE, in consideration of the mutual covenants to be performed by the respective parties, it is hereby agreed as follows:

1) **INCORPORATION.** The above recitals are hereby incorporated by reference and made a part of this Agreement.

2) **POSSESSION OF THE PROPERTY/VACANCY.** The Property Owner shall vacate the Property on or before November 27, 2016. Property Owner agree to turn over all property door keys, garage openers, common door keys, key cards, gate access codes, etc. on or before November 27, 2016. All personal property and refuse shall be removed from the Property at Property Owner's expense, and the Property shall be left in broom swept condition. Mortgage Company will conduct an inspection of the property on same day as Property Owner's vacate date, or later. Property Owner shall agree to pay any outstanding HOA fees and utilities owed to date up to vacate date. Failure of the provisions in this subsection (2) of this agreement may result in a failure to execute in this contract, or reduction in the amount of relocation fees paid by Mortgage Company, if applicable.

3) **TITLE TRANSFER.** When said executed documents have been so deposited, the property has been vacated, and the necessary approval has been obtained, the Mortgage Company shall record all transfer documents and cause an examination of title then to be made.

4) **RELOCATION INCENTIVE.** Mortgage Company shall pay Property Owner the total sum of ten thousand and 00/100 dollars (\$10,000.00) (herein "Relocation Incentive") provided herein in full and final settlement of any and all claims of Property Owner's relocation fees and costs. The Relocation Incentive shall be paid by check made payable to Property Owner after all title transfer documents have been executed and recorded with Recorder of Deeds of Cook County.

5) **INSURANCE POLICY.** By signing this agreement, Property Owner gives Mortgage Company written authorization to cancel the subject property Hazard/Flood Insurance Policy No. 680008F403315 and instruct the insurance company to refund any unearned premium directly to Mortgage Company.

4) **RELEASE BY PROPERTY OWNER.** Property Owner, for and on behalf of

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himself/herself/themselves and his/her/their respective representatives, heirs, executors, and administrators, and all persons or entities acting by, through, under, or in concert with them, hereby forever release(s) and discharge(s) Mortgage Company, its predecessors, successors, agents, attorneys and/or assigns and/or their respective employees, agents (including but not limited to Mortgage Company), officers and/or directors from any and all past and present liabilities, claims, causes of action, penalties, duties or obligations that may exist or may be deemed to exist at a future date. Said waivers and releases shall include, but shall not be limited to, liabilities, claims, causes of action, penalties, duties or obligations arising out of, relating to, or otherwise regarding the subject note, above-described mortgage, any entry into the subject property, if entry was made, any damages or claims relating to Mortgage Company's or its agent's entry into the subject premises and any claims relating to Mortgage Company's or its agent's removing Borrower's personal property from the subject premises, if personal property was removed, the servicing of the subject loan, the calculation of any amounts of indebtedness, any and all collection efforts, and/or any and all actions related (directly or indirectly) to filed in the Circuit Court of Cook County, Illinois. This release shall remain binding on Property Owner and Property Owner's individual and collective successors, heirs, and/or assigns. Neither Property Owner individually nor anyone acting on her behalf, shall initiate, maintain, or prosecute any lawsuit, action or proceeding against Mortgage Company, its successors, predecessors, attorneys, agents, employees, officers, partners and/or directors.

5) **RELEASE BY MORTGAGE COMPANY.** The Mortgage Company shall, upon completion/examination of a title search conducted subsequent to the date of this agreement, record a release of the Mortgage. The Mortgage Company releases its right to a deficiency judgment against Property Owner.

6) **TAX IMPLICATIONS.** In entering this agreement, Property Owner acknowledges he/she may be subject to tax consequences. As the tax implications are separate and apart from this agreement, Property Owner acknowledges that he/she has been advised to consult a tax advisor for specific tax advice or guidance.

7) **NO MERGER OF TITLE.** The Parties acknowledge that this Agreement does not effect a merger of the mortgagee/Mortgage Company's interest as mortgagee and the mortgagor's interest derived from the deed in lieu of foreclosure.

8) **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Further, no modification of this Agreement shall be binding unless in writing and signed by each of the parties hereto.

9) **RELIANCE ON OWN COUNSEL.** In entering into this Agreement, the Parties acknowledge that they have relied upon the legal advice of their respective attorneys. If the Property Owner is not represented by an attorney, Property Owner has been advised to consult with an attorney prior to executing this Agreement.

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IT IS FURTHER AGREED that if a merge of title in the Mortgage Company is not intended by the parties thereto, and if the title to the property is subject to matters other than those to which said title is to be subject as hereinbefore set forth, said Mortgage Company, within 90 days from the date hereof, may accept such title or shall deliver to Property Owner all interest in said property which was conveyed by said Warranty Deed, which deed of re-conveyance shall be immediately filed for record, and the Property Owner hereby appoint the President or other Executive Officer of the Mortgage Company, as agent, to accept delivery of and file said deed of re-conveyance for record; and in that event said mortgage and the note secured thereby and every obligation and liability to Mortgage Company under said note and mortgage shall remain in full force and effect the same as though this agreement had never been entered into, and said Mortgage Company shall have all the rights it had prior to the execution of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, each Party hereto has caused this Agreement to be executed as of the date(s) set forth below as his/her/its free and voluntary act.

Date: December 20, 2016 Christine Lima F/K/A Christine M. Deering
Christine Lima, formerly known as, and who acquired title as,
Christine M. Deering

Subscribed and sworn to before me

this 20 day of Dec, 2016.
[Signature]
Notary Public



Date: 12.28.2016

Provident Funding Associates, L.P.

By: [Signature]
Karen M Corkins [print name]
Asst Vice Pres [print title]

Subscribed and sworn to before me

this _____ day of _____,

Notary Public

see Attached

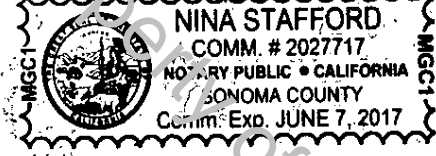
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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sonoma

Subscribed and sworn to (or affirmed) before me on this 28
day of December, 2016, by Karen Corkins

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature *Nina Stafford*

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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Office of the Cook County Clerk

Map Department Legal Description Records

P.I.N. Number: 06244130230000

The legal description card(s) below is prepared in a format used for official county record-keeping, and can be used by the Cook County Recorder's Office to access their tract books.

If you need assistance interpreting this description, please obtain a copy of our instruction sheet "How to Read a Legal Description Card", available from the counter clerk or at our website www.cookcountyclerk.com

Please verify the Property Identification Number or P.I.N. (also known as the "Permanent Real Estate Index Number). If this is not the item you requested, please notify the clerk.

06	24	413	023	61	18023	#2
AREA	SUB-AREA	BLOCK	PARCEL	UNIT	WARRANT	CODE

OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS

PERMANENT REAL ESTATE INDEX NUMBER AND LEGAL DESCRIPTION

VOLUME

61

AREA SUB-AREA BLOCK PARCEL UNIT

06- 24- 413- 023

TAX CODE

18023

SEC.	TOWN	RANGE	LOT	SUB-LOT	LOT	BLOCK

(EX THAT PRT THEREOF DESC AS FOLLOWS BEGINNING AT THE SE COR OF SD LT 6 TH N 0°01'43 W ALG THE W LN OF SD LT 6 A DIST OF 67.15FT TH S 89°58'54"E A DIST OF 90FT TO A PNT ON THE E LN OF SD LT 6 TH S 0°01'43"E ALG SD E LT LN A DSIT OF 67.08FT TO THE SE COR OF SD LT 6 TH S 89°58'17"W ALG THE S LN OF SD LT 6 A DIST OF 90FT TO THE PNT