)Doc# 1706839088 Fee \$44.00

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

:KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 03/09/2017 11:35 AM PG: 1 OF 4

### <u>ESTOPPEL AFFIDAVIT</u>

THIS AFFIDAVIT, made this 7th day of February, 2017, by RAPHAEL R. MITCHELL, Jk, hereinafter referred to as Grantor,

### WITNESSETH:

That Grantor did on the 6th day of July, 2007, execute and deliver a certain Promissory Note in the principal amount of Two Hundred Ninety-Five Thousand Three Hundred Sixty And 00/100 (\$295,360.00), and secured by a Mortgage dated July 6, 2007, and duly recorded in the Recorder's Office of Cook County, State of Illinois, as Document No. 0719136155, conveying the real estate located at 1820 State/St., Calumet City, IL 60409, Cook County, Illinois, and legally described as follows:

### LEGAL DESCRIPTION:

PARCEL 1: THE EAST 20 FEET OF LOT 19 AND THE WEST 20 FEET OF LOT 20 IN RIVERDALE BUILDERS SUBDIVISION OF THAT PART OF THE NORTH 103 FEET OF THE SOUTH 133 FEET OF THE SOUTHWEST OF SECTION I, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN. LYING EAST OF A LINE 1300 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION I AND WEST OF A LINE 60 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST OF SECTION I, IN COOK COUNTY, ILLINOIS.

CCRD REVIEW

# **UNOFFICIAL COPY**

PARCEL 2: THE NORTH 20 FEET OF THE SOUTH 163 FEET OF THE EAST 40 FEET OF THE WEST 2317 FEET OF THE SOUTHWEST 1/4 OF SECTION I, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers: 29-01-300-053-0000, 29-01-300-066-0000

Property of Cook County Clark's Office

1706839088 Page: 3 of 4

## **UNOFFICIAL COPY**

-3-

That Grantor has defaulted in the payments due on said Note, plus interest and necessary advancements due and outstanding and is unable to meet the obligations of said Note and Mortgage according to the terms thereof.

That the said Grantor has made, executed and delivered that certain Deed to U.S. BANK TRUST, N.A., AS TRUSTEE FOR LSF9 MASTER

PARTICIPATION TRUST, dated the 7th day of February, 2017, conveying the above described property. The said Grantor hereby acknowledges, agrees and certifies that the aforesaid deed was an absolute conveyance of the Grantor's right, title and interest in and to said real estate, together with all buildings thereon and appurtenances thereunto belonging and appertaining, and with release of all dover and homestead rights in and to said real estate, and also convey, transfer and assign the Grantor's rights of possession, rentals and equity of redemption in and to said premises. The value of said real estate is not in excess of the amount of said indebtedness outstanding and in consideration of the premises hereof and in consideration of such conveyance, the Grantor has received a full and complete release of personal liability on said Note together with the cancellation of record by said Grantee of the Note secured by said Mortgage.

Said Deed was given voluntarily by the Grantor of the Grantee, in good faith on the part of Grantor and Grantee, without any fraud, misrepresentation, duress, or undue influence whatsoever, or any misunderstanding on the part of the Grantor or Grantee and was not given as a preference against any ower creditors of said Grantor. Said Deed of conveyance shall not effect a merger of the fee title to the premises with Grantee's Mortgage lien and shall not restrict the right of the Grantee to institute foreclosure proceedings if the Grantee desires, but the conveyance by said Deed shall be and is hereby intended and understood to be an absolute conveyance and an unconditional sale, with full extinguishment of Grantor's equity of redemption, and with full release of all Grantor's right, title and interest of every character in and to said property. Grantor hereby assigns to Grantee the hazard insurance policy now in effect on said property and further assigns to Grantee the right to receive payment of any claim payable under the terms of said policy including any premium refund now or hereafter payable.

1706839088 Page: 4 of 4

## **UNOFFICIAL COPY**

-4-

This Affidavit has been 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.

RAPHAEL R. MITCHELL, JR.

Subscribed and sworn to before me this 7th day of February, 2017.

Notary Public

Official Seal
Gerald Rutta
Notary Public State of Illinois
My Commission Expires 06/23/2018

PREPARED BY AND RETURN TO:

Faiq M. Mihlar

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