### **UNOFFICIAL COPY**



Doc# 1711613051 Fee \$48.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00 Karen a.Yarbrough

COOK COUNTY RECORDER OF DEEDS

DATE: 04/26/2017 12:21 PM PG: 1 OF 6

After Recording Return To:

Old Republic Servicing Solutions
Attn: Recording Pepartment
681 Andersen De Poster Plaza Bldg 6-6th Fl

Pittsburgh, Pennsylvaria 15220

Prepared By:

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

\_[Space Above This Line For Recording Data]\_\_\_\_\_\_

Loan No.: 1802777167 Investor No.: 1802777167

#### ESTOPPEL AND MECHANICS LIEN AFFIDAVIT

| State. | of II | linois |  |
|--------|-------|--------|--|

SS

County of Cook

Alton Bell, II, an unmarried man

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 USAA Federa Savings

Bank ("Jrantee")

dated the 9 day of 16010 ary, 2017, conveying the property commonly known as: 1415 E 75th, Chicago, Illinois 60619-6061.

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

PIN: 20-26-403-005-0000

ILLINOIS ESTOPPEL AND MECHANICS LIEN AFFIDAVIT Page 1 of 3





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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 Alton Bell, II, an unmarried man

as Mortgagors, to Mortgage Electronic Registration Systems, Inc. as nominee for USAA Federal Savings Bank, as Mortgagee,

dated July 6th, 2007 , recorded on July 30th, 2007 , in Book N/A , Page N/A , Instrument No. 0721101067 , and a modification agreement recorded August 20th, 2012, at Instrument No. 1223310005 and assigned to USAA Federal Savings Bank by an Assignment recorded in Book N/A, Page N/A, Instrument No. 1317208081, 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 the state 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 tree and voluntary act; that at the time of making said deed Affiant(s) felt and still feel that the mortgage indebtedness at overmentioned represented a fair value of the property so deeded; that said deed was not given as a preference against any other creditors of the Affiant(s) 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 Affiant(s) are solvent and have no other creditors whose rights would be prejudiced by such convergince, and that Affiant(s) are not obligated upon any bond or other mortgage whereby any lien has been created or exist against the premises described in said deed; and that Affiant(s) 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 misrepress nation by the Grantee in said deed, and that it was the intention of Affiant(s) as Grantors in said deed to convey and by said deed Affiant(s) 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 or material on the foregoing premises have been made, no improvements or repairs have been made on the premises 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 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 v ritte) lease, or writing whatsoever, is or are in existence adversely affecting the title to said premises.

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Loan No.: 1802777167 Investor No.: 1802777167

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.

|                                           | Alton Beller                                                                                         |
|-------------------------------------------|------------------------------------------------------------------------------------------------------|
|                                           | Alton Bell, II -Affiant(s)                                                                           |
|                                           |                                                                                                      |
|                                           | -Affiant(s)                                                                                          |
| 0                                         |                                                                                                      |
| Q <sub>r</sub>                            | -Affiant(s)                                                                                          |
| 9                                         |                                                                                                      |
| Ojr                                       | -Affiant(s)                                                                                          |
| The foregoing was subscribed and sworn to | o before me in the County of, and, and                                                               |
| State of this this day of (Seal)          | Corpora A                                                                                            |
|                                           | Printed Name Political ERKIN                                                                         |
|                                           | Notary Public, State of                                                                              |
|                                           | My Commission Expires: <u> </u>                                                                      |
|                                           | OFFICIAL SEAL CORLISS I PERKINS Notary Public - State of Illinois My Commission Expires Jun 13, 2018 |

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### **UNOFFICIAL COPY**

Loan No.: 1802777167 Investor No.: 1802777167

### CONDITIONAL DELIVERY OF DEED

(to be attached to the Estoppel and Mechanics Lien Affidavit)

It is understood and agreed by Alton Bell, II, an unmarried man ("Grantor") that the Deed to USAA Federal Savings Bank,

("Grantee"), mentioned in the Estoppel and Mechanics Lien 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 hight 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 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 and Mechanics Lien Affidavit.

| Signed this day of | of <u>rebruary</u> | <u>2017</u> . |          |
|--------------------|--------------------|---------------|----------|
| Alton Belle        |                    |               |          |
| Alton Bell, II     | -Grantor           |               | -Grantor |
|                    | 0/                 |               |          |
|                    | -Grantor           |               | -Grantor |
|                    |                    |               |          |
|                    |                    | 20,           |          |
|                    |                    | Clory's       |          |
|                    |                    | 15            |          |
|                    |                    |               | Office   |
|                    |                    |               | CO       |

## **UNOFFICIAL COPY**

Loan No.: 1802777167 Investor No.: 1802777167

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

SITUATE IN THE COUNTY OF COOK, STATE IF ILLINOIS;

LOT FIVE AND THE EAST HALF OF LOT SIX IN BLOCK THIRTY EIGHT IN CORNELL, SAID CORNELL, BEING A SUBDIVISION OF THE WEST HALF OF SECTION 26, THE SOUTHEAS I CUARTER OF SECTION 26 (WITH THE EXCEPTION OF THE EAST HALF OF THE NORTHEAST OUARTER OF SAID SOUTHEAST QUARTER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, ALL IN TOWNSHIP 38 NORTH, PANGE 14, EAST OF THE THIRD MUNICIPAL MERIDIAN IN COOK COUNTY, ILLINO!5.

TAX ID NO: 20-26-403-005-0000

BEING THE SAME PROPERTY CONVEYED BY TRUSTEE'S DEED

GRANTOR: ALTON BELL, II, A NEVER MARRIED MAN

GRANTEE: CHICAGO TITLE LAND TRUST, AS TRUSTEE UNDER TRUST NUMBER County Clark's Office

8002347990 DATED 01/03/2007

DATED: 07/06/2007 RECORDED: 08/08/2007

DOC#/BOOK-PAGE: 0722039130

ADDRESS: 1415 E 75TH, CHICAGO, IL 60619

### UNOFFICIAL COPY

### Commonwealth of Pennsylvania

York County, S.S.

I, Randi L. Reisinger,

Recorder of Deeds, in and for the County of York and State of Pennsylvania, do hereby certify that the foregoing is a full, true and correct copy of the original record so full and entire as the same appears on record in <a href="Land Record">Land Record</a> Book 2395 Page 8512 in the office for the Recording of Deeds in said County and State.

In testimony whereof, I have hereunto see my hand and affixed the seal of said office this 28th day of December, 2016.

RECORDER