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1717916110

Doc# 1717916110 Fee \$52.00

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

AFFIDAVIT FEE: \$2.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/28/2017 04:24 PM PG: 1 OF 8

AFTER RECORDING RETURN TO:
NATIONS DEFAULT SERVICES
10985 CODY STREET SUITE 200
OVERLAND PARK, KS 66210
File No. 05764IL16

MAIL TAX STATEMENTS TO:
RBS CITIZENS, N.A.
10561 TELEGRAPH ROAD
GLEN ALLEN, VA 23059

Parcel ID No.: 20-22-226-032-0000

DEED IN LIEU OF FORECLOSURE

This deed is subject to the terms of an Estoppel Affidavit recorded concurrently, and Deed in Lieu of Foreclosure Agreement, both effective this 23 day of Sept, 2016.

THIS INDENTURE made and entered into on this _____ day of _____, _____, by and between **TRINA THORNTON, A SINGLE PERSON**, a mailing address of 6644 S RHODES AVENUE, CHICAGO, IL 60637 hereinafter referred to as Grantor(s) and **RBS CITIZENS, N.A.**, a mailing address of 10561 TELEGRAPH ROAD, GLEN ALLEN, VA 23059, hereinafter referred to as Grantee(s).

Witnesseth, That consideration for this Deed is the release of liability owed by Grantor under the terms of the Promissory Note dated 12/13/2007 executed by Grantor in favor of RBS CITIZENS, N.A., and subsequently assigned to Grantee, to secure against the Property by Mortgage and to avoid foreclosure, and fees and costs associated with foreclosure. Grantor does hereby grant, bargain and sell, release and confirm unto the said Grantee(s), their heirs and assigns all that certain land more fully described on the attached Exhibit "A":

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

Prior instrument reference: Document Number: 0736017087, Recorded: 12/20/2007

TO HAVE AND TO HOLD the lot or parcel above described together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said Grantee and unto Grantee's heirs, administrators, successors or assigns, forever.

CCRD REVIEW 

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And the Grantor hereby covenants with said Grantee that the grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby specially warrants that title to the land is free from all encumbrances made by Grantor, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

Subject to that certain Mortgage executed by **TRINA THORNTON**, as mortgagor and RBS CITIZENS, N.A., as mortgagee dated 12/13/2007, recorded 12/26/2007 as Document No. 0736017088 of official records, County of COOK, State of ILLINOIS.

The parties to this agreement specifically intend that this conveyance shall not constitute a merger of the interest of Lender under the mortgage/deed of trust with the fee title conveyed to the lender. It is the intention of the parties that the property shall remain subject to the liens of the mortgage/deed of trust as well as any other security interests in other collateral that lender holds or may hold. The loan documents shall be and remain at all times valid and continuous liens on the property and other collateral subject only to lender's written and recorded releases as lender may, in its sole discretion, subsequently execute.

This deed is an absolute conveyance, the grantor(s) having sold said land to the grantee(s) for a fair and adequate consideration. Grantor(s) declare that this conveyance is freely and fairly made, and that there are no agreements, oral or written, or other than this deed between grantor(s) and grantee(s) with respect to said land.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois, if any.

IN WITNESS WHEREOF, the said Grantor has hereunto set her/his hand and seal on this 23 day of Sept, 2016.

[Signature]
TRINA THORNTON

STATE OF IL
COUNTY OF COOK

I, the undersigned, a Notary Public in and of said County, in the State aforesaid, DO HEREBY CERTIFY THAT TRINA THORNTON is/are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered said instrument as his/her/their free and voluntary act, for the purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 23 day of Sept 2016

[Signature]
Notary Public
My commission expires: Sep 2, 2019



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MUNICIPAL TRANSFER STAMP (If Required) COOK COUNTY/ILLINOIS TRANSFER STAMP


Name & Address of Preparer:
ANNA PITTMAN, ESQ.
8940 MAIN STREET
CLARENCE, NY 14031
716-634-3405

EXEMPT under provisions of Paragraph (l) Section 31-45, Property Tax Code.

Date: 9/25/14




Signature of Buyer, Seller or Representative

Property of Cook County Clerk's Office

REAL ESTATE TRANSFER TAX		21-Jun-2017
	CHICAGO:	0.00
	CTA:	0.00
	TOTAL:	0.00 *

20-22-226-032-0000 | 20170601676511 | 1-479-927-232

* Total does not include any applicable penalty or interest due.

REAL ESTATE TRANSFER TAX		29-Jun-2017
	COUNTY:	0.00
	ILLINOIS:	0.00
	TOTAL:	0.00

20-22-226-032-0000 | 20170601676511 | 0-394-438-080

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EXHIBIT A
LEGAL DESCRIPTION

LOT 21 IN BLOCK 6 IN MCCHESENEY'S HYDE PARK HOMESTEAD SUBDIVISION OF THE SOUTH ½ OF THE NORTHEAST ¼ OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. (S): 20-22-226-032

PROPERTY COMMONLY KNOWN AS: 6644 S RHODES AVENUE, CHICAGO, IL 60637

Property of Cook County Clerk's Office

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ESTOPPEL AFFIDAVIT

BEFORE ME, the undersigned notary public, personally appeared **TRINA THORNTON**, who, having been first duly sworn according to law, represent, warrant, depose and say:

1. She has personal knowledge of all matters set forth in this Affidavit.
2. She is the Owner (hereinafter referred to as "Owner" or "Owners") of the fee simple title to certain real property (the "Property") situated in Cook County, Illinois, legally described as follows:

See attached Exhibit "A" for Legal Description.

PIN # 20-22-226-032-0000

3. There are no other persons who have an ownership interest in the Property other than Owner. The street address of the Property is 6644 S RHODES AVENUE, CHICAGO, IL 60637

4. The Owner is/are not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations) for purposes of United States income taxation and for purposes of disclosure under 26 U.S.C.A., Section 1445. The Owners is/are citizens of the United States of America, whose Social Security Numbers are on file in the with the issuing agent.

5. The Owner's title to and possession and enjoyment of the Property has been open, notorious, peaceable, and undisturbed, except that the Property is leased by Owner as follows:

TENANT DATE OF LEASE: NONE

6. Neither the Owner's title to nor possession of the Property have ever been disputed or questioned nor is the Affiant aware of any facts by reason of which the title to, or possession of, the Property or any part of it or any personal property located on it might be disputed or questioned or by reason of which any claim to the Property or any portion of it or any personal property located on it might be adversely asserted, except as noted above.

7. There are no disputes concerning the location of the boundary lines of the Property as of this date.

8. There are no outstanding or unpaid taxes or assessments (pending or certified) or any unpaid or unsatisfied mortgages, claims of lien, notices of commencement, unrecorded easements, contracts for sale, agreements for deed, deeds, or other matters that constitute or could constitute a lien or encumbrance against the Property or any improvements on it or any part of it or against any personal property located on it as of this date.

9. There are no security agreements, financing statements, title retention contracts, or personal property leases affecting any materials, fixtures, appliances, furnishings, or equipment placed on or installed in or on the Property as of this date.

10. There are no actions, proceedings, judgments, bankruptcies, liens, or executions pending or recorded among the Public Records of Cook County, Illinois or any other courts, as of this date, nor has an assignment for benefit of creditors been made at any time, nor is there now in effect any assignment of rents of the property or any part thereof, except as listed below. Owner is not insolvent as that term is defined in the Bankruptcy Code, nor is Owner contemplating filing Bankruptcy within ninety days hereof.

11. There are no unpaid bills of any nature, either for labor or materials used in making improvements or repairs on the Property, or for services of architects, surveyors, or engineers incurred in connection with the Property.

12. The Owner, in the operation of the Property, has complied in all respects with the Sales Tax Law of the State of ILLINOIS. Additionally, Owner has paid in full all taxes, charges, and assessments levied and assessed against the Property which are currently due and payable.

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13. There are no violations of municipal, county, or other regulatory ordinances, rules, or regulations pertaining to the Property.
14. All utilities necessary for the use for the Property set forth above are in place.
15. That the following judgments or liens recorded in COOK County, State of ILLINOIS, which Owner has examined, are not against the Owner but are against other persons or entities of a similar name:
NONE
16. There are no federal tax claims, liens, or penalties assessed against Owner either individually or in any other capacity.
17. Owner has never changed his or her name, nor used any other name than that set forth herein at any time.
18. That Owner's marital status is: Single
19. The Owner does not owe any monies to a depository for payment of support which may create a support lien on the Property.
20. The Purchaser of the Property intends to rely on the foregoing representations in connection with the United States Foreign Investment in Real Property Tax Act (94 Stat. 2682, as amended). Owner understands that his certification may be disclosed to the Internal Revenue Service by Purchaser and that any false statement contained in this certification may be punished by fine, imprisonment, or both.
21. The Property has not been used or involved with the disposal, treatment, or storage of hazardous waste or hazardous substances as those terms are defined by 42 U.S.C., Section 9601.
22. This Affidavit is made (1) to induce RBS CITIZENS, N.A., (hereinafter referred to as "Grantee") to accept a Deed in Lieu of Foreclosure.
23. The Owner has not and Owner hereby agrees and represents that it will not execute any instrument, or do any act whatsoever, that in any way would or may affect the title to the Property, including but not limited to the mortgaging or conveying of the Property or any interest in it or causing any liens to be recorded against the Property or the Owner.
24. 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 intended as a mortgage, trust conveyance, or security of any kind, and that possession of said premises has been surrendered to the Grantee, or its successor or assigns; that the consideration in aforesaid deed was and is payment to Owner by the said Grantee, or its successors or assigns, receipt of which is hereby acknowledged, together with the full cancellation of all debts, obligations, costs, and charges heretofore existing under and by virtue of the terms of a certain mortgage (in default) heretofore existing on the property therein and more fully described in the Deed executed simultaneously with this Affidavit, cancellation of record of said mortgage by the Grantee.
25. That the aforesaid deed of conveyance was made by Owner 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 Owner felt and still feels that the mortgage indebtedness above mentioned represents the fair value of the property so deeded; that said deed was not given as a preference against other creditors of Owner; that at the time it was given there was no other person or persons, firms, or corporations, other than the Grantee interested, either directly or indirectly, in said premises; that Owner is solvent and has no other creditors whose right would be prejudiced by such conveyance, and that Owner is not obligated upon any note, bond, or other mortgage whereby any lien has been created or exists against the premises described in said deed; and that Owner in offering to execute the aforesaid deed to the Grantee, and in executing same, was not acting under any duress, undue influence, misapprehension, or misrepresentation by the Grantee, the agent or attorney or any other representative of the Grantee, and that it was the intention of Owner as grantors in said deed to convey and by said deed Owner did convey to the Grantee all their right, title, and interest absolutely in and to the premises described in said deed.

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26. That the aforesaid deed of conveyance made by Owner was executed and delivered with the express understanding that it does not operate, even though placed of record, to effect such a merger of interest as to extinguish the mortgage lien, and that its receipt by Grantee does not constitute legal delivery and shall be of no binding force and effect whatsoever until such time as the Grantee consents to the acceptance of such deed, after approval of title by the Grantee. Grantee agrees to notify the owner of the acceptance or non acceptance of such deed within 30 days, after the property has been vacated and the Grantee is in receipt of the fully executed Deed. The receipt or acceptance on said deed as aforesaid shall in no way restrict the right of the Grantee, or the right of its successors in interest, to foreclose the mortgage debt if foreclosure is deemed desirable. From and after this date, Owner also assigns, transfers, and sets over to the Grantee any rentals then owing or which may thereafter become due from any occupant or occupants of said property.

27. This affidavit is made for the protection and benefit of the aforesaid Grantee, its successors and assigns, and all other parties hereafter dealing with or who may acquire any interest in the property described in the aforesaid deed, and shall bind the heirs, executors, administrators, and assigns of the undersigned.

28. Owner agrees to indemnify and hold Policy Issuing Agent and Underwriter harmless of and from all loss, cost, damage and expense of every kind, including attorneys' fees, which Policy Issuing Agent and Underwriter shall sustain or become liable for under its policy of title insurance not to be issued on account of or in reliance upon any statements made herein, including but not limited to, any matters that may be recorded between the effective date of the Commitment referenced above and the time of the recording the instrument described in said Commitment.

NOTICE TO VACATE

29. Owner agrees that upon notification of acceptance of Owner's request for a Deed in Lieu of Foreclosure, Owner will vacate and turn over possession of the Property to the Grantee upon demand, or on or before 9/23/2016.

30. Failure to vacate the premises as required may not only delay the Deed in Lieu process and/or render the Deed in Lieu Agreement null and void, but may also cause Lender to contact local authorities to remove Owner from the property.

31. This Affidavit is made and given by Owner with full knowledge of applicable state laws regarding sworn Affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

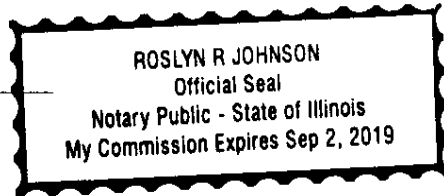
FURTHER AFFIANT SAYETH NOT.

[Signature]
TRINA THORNTON

STATE OF IL
COUNTY OF COOK

Sworn to before me this 23 day of Sept, 2016.

[Signature]
Notary Public
My Commission Expires: Sep 2, 2019



THIS DOCUMENT PREPARED BY:
ANNA PITTMAN, ESQ.
8940 MAIN STREET
CLARENCE, NY 14031
716-634-3405

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STATEMENT BY GRANTOR AND GRANTEE

The Grantor or her/his agent affirms that, to the best of her/his knowledge, the name of the Grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated June 9, 2017

Signature: [Handwritten Signature]
Grantor, or Agent

Subscribed and sworn to before me

By the said Trina J. Thornton - Franklin
This 9th, day of JUNE, 2017



[Handwritten Signature]
Notary Public
My commission expires: 03-06-19

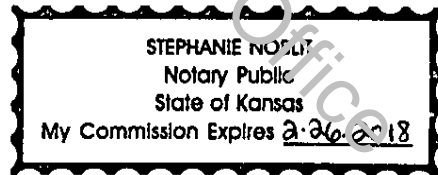
The Grantee or her/his agent affirms and verifies that the name of the Grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated June 12, 2017

Signature: [Handwritten Signature]
Grantee, or Agent

Subscribed and sworn to before me

By the said Jessica Barrett
This 12, day of June, 2017



[Handwritten Signature]
Notary Public
My commission expires: 2-26-2018

Note: Any person who knowingly submits a false statement concerning the identity of a Grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)