

# UNOFFICIAL COPY



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Doc# 1814334032 Fee \$46.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/23/2018 11:15 AM PG: 1 OF 5

Deed In Lieu Of Foreclosure  
Agreement For Deed And Estoppel  
And Solvency Affidavit

Property of Cook County Clerk's Office

JA

**UNOFFICIAL COPY****DEED IN LIEU OF FORECLOSURE  
AGREEMENT FOR DEED AND  
ESTOPPEL AND SOLVENCY AFFIDAVIT**

STATE OF Illinois  
COUNTY OF Cook )ss.: 350-68-8927

I, **Jack H. Davis**, being duly sworn, depose and say:

That I am the identical party who made, executed and delivered that certain deed to **U.S. Bank National Association, as Trustee for Structured Asset Investment Loan Trust, Mortgage Pass-Through Certificates, Series 2005-8** dated the 26 day of March, 2018, conveying the following described property, to wit:

The following described real estate, situated in Cook County, Illinois, to wit:

**(See attached, Exhibit A)**

**Tax ID:** 10-36-424-014-0000

**The street address of this property is:** 6442 North Fairfield Avenue, Chicago, IL 60645

That the aforesaid deed is an absolute conveyance of title to the said property to U.S. Bank National Association, as Trustee for Structured Asset Investment Loan Trust, Mortgage Pass-Through Certificates, Series 2005-8 hereinafter referred to as Lender, in effect as well as in form, and was not and is not intended as a mortgage, trust conveyance or security of any kind; that possession of said property has been surrendered to the Lender (or its nominee), or will be surrendered upon the signing hereof; and that the consideration for the aforesaid deed is: (1) payment by the Lender, at the request of deponent(s) and for deponents' account, of an amount sufficient to discharge the liability of deponent(s), whenever any such liability exists, for any taxes in the nature of transfer taxes, or recording taxes upon the conveyance, whether or not such payment is required to be shown by documentary stamps affixed to said deed, receipt of which is hereby acknowledged, and deponent(s) hereby appoint(s) the Lender, deponents' agent with full power, for deponent(s) and in deponents' names, to pay and discharge any such tax liability, and to purchase and attach to said deed, and to cancel, any required documentary stamps, if and when any documentary stamps shall be required; and that the further consideration for the aforesaid deed is (2) the full cancellation of all notes, bonds, obligations, costs and charges secured by a certain mortgage, in default, heretofore existing on the property therein and hereinbefore described and executed by Jack H. Davis, unmarried, to Mortgage Electronic Registration Systems, Inc. (MERS), as nominee for BNC Mortgage, Inc. dated July 22, 2005, and recorded August 8, 2005, as Document Number 0522004074 in the Cook County Recorder of Deeds, Illinois, securing the original principal amount of \$364,000.00.

That the aforesaid deed and conveyance was made by deponent(s) as the result of deponents' request that the Lender accept such deed in extinguishment of deponents' debt and was deponent's

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free and voluntary act; that at the time of making said deed, deponent(s) believed and still believe(s) that the mortgage indebtedness above mentioned represented the fair value of the property so deeded; that said deed was not given as a preference against any other creditors of the deponent(s); that at the time it was given there was no other person, firm or corporation other than the Lender interested, either directly or indirectly in said premises; that deponent(s) has/have no other creditors whose rights would be prejudiced by such conveyance, and that deponent(s) is/are not obligated upon any debt whereby any lien has been created or exists against the premises described in said deed; that deponent(s) in offering to execute the aforesaid deed to the grantee therein, and in executing same, was/were not acting under any duress, undue influence, misapprehension or misrepresentation by the Lender, or the agent or attorney or any other representative of the Lender, and that it was the intention of deponent(s) as grantor(s) in said deed to convey and by said deed did convey to the grantee therein all deponents right, title and interest absolutely in and to the premises described in said deed.

That the aforesaid deed and conveyance made by deponent(s) is 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 referred to hereinbefore, and that its receipt by the grantee does not constitute legal delivery and shall be of no binding force or effect whatsoever until such time as the grantee consents to the acceptance of such deed, after approval of title by the grantee. It is the intention of the parties hereto, supported by the representations and warranties of the deponent(s) that the grantee shall take unencumbered title, and therefore, the vesting of title shall not operate to effect such a merger of interests so that extinguishment might serve to promote the priority of any subordinate interest to the aforesaid mortgage lien, which may be outstanding at the time of such vesting of title. The receipt and acceptance of said deed shall in no way restrict the right of the grantee or mortgagee, or their successors in interest from foreclosing the mortgage debt if foreclosure is deemed advisable.

Should it appear that title to the subject property is not unencumbered, said grantee may execute and deliver to deponent(s) a Quit Claim deed re-conveying to deponent(s) all interest in said property which was conveyed by said bargain & sale deed, which deed of re-conveyance shall be filed for record and the deponent(s) hereby appoint the grantee or its agents to accept delivery of and file said Quit Claim deed for record; and in that event the mortgage referred to hereinbefore and the note secured thereby and every obligation and liability thereunder shall be in full force and effect the same as though this agreement had never been entered into.

This affidavit is made for the protection and benefit of the Lender, 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 respective heirs, executors, administrators and assigns of the undersigned.

*(Signature Page Follows)*

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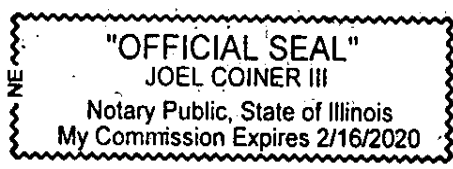
Jack H Davis  
Jack H. Davis

STATE OF ILLINOIS

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of March 2018 by **Jack H. Davis** (name of person acknowledged.)

[Signature]  
Notary Public



(SEAL)

Printed Name: Joel Coiner III

My Commission Expires:  
02/16/2020

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Exhibit A

The following described real estate situated in the County of Cook, in the State of Illinois, to wit:  
Lot 5 in Block 3 in Devon California Addition to Rogers Park, a subdivision of the Southwest ¼ of the  
Southeast ¼ of Section 36, Township 41 North, Range 13, East of the Third Principal Meridian, (Except  
the East 696.75 feet) in Cook County, Illinois.

Parcel ID: 10-36-424-014-0000

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