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### **UNOFFICIAL COPY**



.Doc# 1825045021 Fee \$46.00

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

AFFIDAUIT FEE: \$2.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/07/2018 12:12 PM PG: 1 OF 5

Prepared By: michael c riddle

Loan No. 10657592

Borrower: DARRYL W. JEFFERSON

Data ID: 371

#### AFFIDAVIT (DEED-IN LIEU OF FORECLOSURE)

Before me, the undersigned authority, on this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 20\_18\_, personally appeared DARRYL W. JEFFERSON, DIVORCED AND NOT SIL'CE REMARRIED, AND TAQUANDA HURST, DIVORCED AND NOT SINCE REMARRIED ("Affiant"), who being first duly sworn upon oath, deposes and says:

1. That Affiant(s) is/arc the [sole] owner(s) of the property commonly known as 4830 SOUTH INDIANA AVENUE, CHICAGO, IL 60615 ("Property") and described as follows:

#### SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

- 2. That Affiant executed that certain Mortgage/Deed of Trust/Security Deed/Trust Deed ("Security Instrument") dated June 6, 2012 to secure a mortgage loan in the original principal amount of \$203,500.00 ("Loan"), which Loan is now held by FEDERAL HOME LOAN MORTGAGE CORPORATION ("Lender").
- That Affiant is in default of payment of the Loan or other terms and conditions of the Security Instrument.
- 4. That Affiant requested Lender to accept a deed-in-lieu of foreclosure; and that Affian was not coerced or forced by Lender in any way to execute such deed-in-lieu of foreclosure.
- That Affiant is not involved in, or party to, litigation other than foreclosure or bankruptcy involving the Property, the Security Instrument or the Loan.
- That there are no subordinate liens on the Property, except:
- 7. That Affiant is not an active duty military servicemember of the U.S. Armed Forces or any state or federal national guard unit.
- 8. That the Property is the principal residence of Affiant.
- 9. That the Property has been in my/our possession since the date of conveyance to me/us, and such ownership and possession has been uninterrupted and continuous, open, notorious, hostile and adverse to all others and exclusive of the right or claim of any other person or persons and my/our title has never been disputed or questioned.
- 10. That Affiant has not entered into a contract for the purchase of the Property and has no knowledge of any facts by reason of which the possession or title may be called in question.
- 11. That Affiant has been advised and has had opportunity to consult with legal or financial counsel with regard to the possible tax consequences if any portion of the outstanding debt is forgiven by Lender, and has been made aware of IRS Publication 544, Sales and Other Dispositions of Assets.
- 12. That Affiant is not aware of any environmental condition or contamination on the Property.

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## **UNOFFICIAL COPY**

Loan No: 10657592 Data ID: 371

- 13. That Affiant assigns all insurance proceeds to Lender under any claim made upon homeowner's hazard/fire/flood/wind policy maintained on the Property; and agrees to assist, as reasonably requested by Lender, in pursuit of any such claims.
- 14. That Affiant and Lender agree that the reasonable value of the Property is \$109,210.00, as of the date of the deed-in-lieu of foreclosure.
- 15. That Affiant relinquishes and waives a claim to an amount, if any, that Lender may receive in a subsequent sale of the Property that exceeds the agreed upon reasonable value of the Property.
- 16. That this Affidavit is made to induce Lender to accept a deed-in-lieu of foreclosure on the Property.

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Date: A49-12-2018	)
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DARRYL W. JEFFF, St.N.—Affiant (Scal)	TAQUANDA HURST —Affiant
STATE OF WILL TO LEAD COUNTY OF THE PROPERTY OF THE PROPE	§ 8
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	700 Cl
SHEILA MABRY Official Seal	Sheila Maloux
Seal Notary Public – State of Illinois My Commission Expires Oct 30, 2021	Mer la Mabux (Printed Name)
My commission expires:	
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## **UNOFFICIAL COPY**

Loan No: 10657592 Data ID: 371

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- 14. That Affiant and Lender agree that the reasonable value of the Property is \$109,210.00, as of the date of the deed-in-lieu of foreclosure.
- 15. That Affiant relinquishes and waives a claim to an amount, if any, that Lender may receive in a subsequent sale of the Property that exceeds the agreed upon reasonable value of the Property.

16. That this Affidavit is made to induce Lender to accept a deed-in-lieu of foreclosure on the Property.

HELEN F. MITCHELL-CARTER
Official Seal
Notary Public – State of Illinois
My Commission Expires Nov 20, 2021

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## **UNOFFICIAL COPY**

#### "Exhibit A"

The following described Real Estate situated in the County of Cook in the State of Illinois, to wit: Unit 4830-301 and Parking Space 1S together with its undivided percentage interest in the common elements in 4828-32 South Indiana Avenue Condominium, as delineated and defined in the Declaration recorded September 10, 2003 as Document No. 0325319135, in the Northwest Quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel ID: 20-10-108-026-1008; 20-10-108-026-1019

COOK COUNTY RECORDER OF DEEDS

COOK COUNTY RECORDER OF DEEDS

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## GRAVITORIGRANITED AFFIDAVITI STATEMENT BY BR where the recollected as ILCs 2003 supp

### GUANTOR SECTION

The GRANTOR or her/his agent, affirms that, to the best of her/his knowledge, the name of the GRANTER allows on the deed or assignment of beneficial interest (ABI) in a land trust is either a natural purson, an income constitution of against composition authorized to do becauses or account and from the real natural in Binnes, a partner hip durings of the do business or acquire and hold title to real estate in fliness, or another easily recognized to a perion and numboured to do burdoess or acquire liftle to real estate under the face of the State of timons

SIGNATURE: GRANTOR NOTAL THE Delow section is to be exemplated by the NOTARY who withdraws the GRANTER Algebras. . Subschool and revolutio before me, Name of Notary Public By the said (Name of Grantor)

On this date of NOTARY SIGNATURE

OFFICIAL SEAL RANDY DEGRAFF Notary Public - State of Illinois My Commission Expires 5/10/2020

### GRANTEE SECTION

The GRANTEE or her/his agent affirms and verifies that the name of the GRANTEE shown on the deed or assignment of beneficial interest (ABI) in a land trust is either a natural person, and 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. 2018

SIGNATURE: GRANTEE NOTARY SECTION: The below reason is to be completed by the NOTARY who witnesses the GRANTE Spreture. By the said (Name of Grantee):

On this date of

OFFICIAL SEAL RANDY DEGRAFF Notary Public - State of Illinois My Commission Expirés 5/10/2020

## CRIMINAL LIABILITY NOTICE

Parament to Section 55 it CS 5/3-5020(b)(2). Any person who knowingly submits a talse of nement concerning the identity of a GRANTEE shall be guilty of a CLASS C MISOFMEANES. to the FIRST OFFICIASE, and of a CLASS A MISDEMEANOR to the

Who was a last that a reflation to the content of the bank County. Hence, a example nodes provides of LECTION 4 of the Illing is Real Estate Transfer Act: (35 ILCS 200/Art, 31)

- raviced on 10.5.2015