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Doc# 1826716016 Fee \$46.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/24/2018 12:25 PM PG: 1 OF 5

RECORD AND RETURN TO:

Vantage Point Title, Inc.
Attn: Default Services
25400 US Highway 19 North, Suite 135
Clearwater, FL 33763
File No. D-IL479133

THIS DOCUMENT PREPARED BY:

Coast to Coast Document Services, LLC
Attorney Margaret C. Daun
124 W Freistadt Road, Unit 64
Thiensville, WI 53092

ESTOPPEL AFFIDAVIT

Date 09-06-2018

BEFORE ME, the undersigned notary public, personally appeared **Angelica Guerrero and Reynol A. Cuellar Del Cruz**, married, who, having been first duly sworn according to law, represents, warrants, deposes and says:

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

LOT 7 IN THE MARIAN ADDITION TO PRINCE BUILDER'S SUBDIVISION UNIT NUMBER 3, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE EAST 1/2 OF THEN NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 4525 West 66th Street, Chicago, IL 60629
Parcel ID: 19-22-130-023-0000

3. There are no other persons who have an ownership interest in the Property other than Owner. The street address of the Property is 4525 West 66th Street, Chicago, IL 60629.
4. Owner is 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. Owner is a citizen of the United States of America, whose Social Security Number is on file with the issuing agent.
5. 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(S): NONE

DATE OF LEASE: NONE

6. Neither Owner's title to nor possession of the Property has ever been disputed or questioned nor is

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Owner 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, deeds of trust, 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 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 90 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. 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.

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, Illinois, which Owner has examined, is not against 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 her names, or used any names other than that set forth herein at any time.

18. That Owner's marital status is:

Married Single
 Married Single

If married, Owner have been married to each other and have been so married continuously since

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_____ without ever having been married to any other person now living.

19. Owner does not owe any monies to a depository for payment of support which may create a support lien on the Property.

20. "Grantee" (as hereinafter defined) 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 her representations may be disclosed to the Internal Revenue Service by Grantee 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 **NRZ REO X LLC**, (herein referred to as "Grantee") to accept a Deed in Lieu of Foreclosure (the "Deed"), and (2) to induce **Vantage Point Title, Inc.** (the "Policy Issuing Agent and Underwriter") to issue an Owner's policy of title insurance to Grantee.

23. Owner has not executed, and Owner does hereby agree and represent that she will not execute, any instrument, or done/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 lien to be recorded against the Property of Owner.

24. That the aforesaid Deed is an absolute conveyance of the title to the Property to Grantee 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, subject to paragraph 29 below, possession of said Property will be or has been surrendered to Grantee, and its successor or assigns; that the consideration in aforesaid Deed was and is payment to Owner by Grantee, and its successors or assigns of Ten Dollars (\$10.00), the receipt and sufficiency of which are 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/deed of trust (in default) heretofore existing on the Property therein and more fully described in the Deed executed simultaneously with this Affidavit by Grantee.

25. That the aforesaid Deed was made by Owner as the result of their request that Grantee accept such Deed, and was her 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, firm, or corporation, other than Grantee, interested, either directly or indirectly, in the Property; that Owner is solvent and have 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 Property; and that Owner in offering to execute and deliver the aforesaid Deed to Grantee, and in executing same, is/was not acting under any duress, undue influence, misapprehension, or misrepresentation by Grantee, its agent or attorney or any other representative of Grantee, and that it was the intention of Owner, as Grantor in said Deed, to convey, and by said Deed Owner does convey, to Grantee all of her right, title, and interest absolutely in and to the Property.

26. That the aforesaid Deed 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 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 Grantee consents to the acceptance of such Deed, after approval of title by Grantee. Grantee agrees to notify the Owner of the acceptance or non-acceptance of such Deed

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within 30 days, after the Property has been vacated and Grantee is in receipt of the fully executed Deed. The receipt or acceptance of said Deed, as aforesaid, shall in no way restrict the right of Grantee, or the right of its successors in interest or assigns, to foreclose the mortgage debt if foreclosure is deemed desirable; provided, however, that, by acceptance and recording of the Deed, Grantee covenants and agrees that it shall forever forebear taking any action whatsoever to collect against Grantor, **Angelica Guerrero and Reynol A. Cuellar Del Cruz** or any of her heirs, personal representatives, devisees, successors or assigns, the obligations of which are secured by the mortgage/deed of trust, other than by foreclosure of the mortgage/deed of trust, and that in any proceedings to foreclose the mortgage/deed of trust, Grantee shall not seek, obtain or permit a deficiency judgment against Grantor, **Angelica Guerrero and Reynol A. Cuellar Del Cruz**, or any of her heirs, personal representatives, devisees, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable if Grantor attempts to have the Deed set aside, or if the Deed is determined to transfer less than fee simple to title to the Property to Grantee. From and after this date, Owner also assigns, transfers, and set over to Grantee any rentals then owing or which may thereafter become due from any occupant(s) of the Property.

27. This Affidavit is made for the protection and benefit of 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 the Policy Issuing Agent and Underwriter harmless of and from all loss, cost, damage and expense of every kind, including attorneys' fees, which the Policy Issuing Agent and Underwriter shall sustain or become liable for under its policy of title insurance 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.

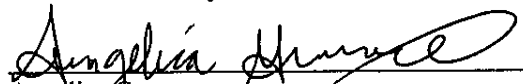
NOTICE TO VACATE

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 Grantee upon demand, which must be in broom swept condition, free and clear of personal property, on or before 11/31/2018. Any personal property remaining in the Property after execution of this Estoppel Affidavit will be considered abandoned. Grantee shall not be liable or responsible for storage or disposition of the abandoned personal property and may dispose of personal property without liability.

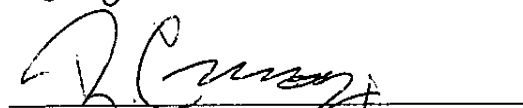
30. Failure to vacate the Property as required may not only delay the Deed in Lieu process and/or render the Deed in Lieu Agreement null and void, but may also cause Lender to contact local authorities to remove Owner from the Property.

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.



 Angelica Guerrero



 Reynol A. Cuellar Del Cruz

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STATE OF Illinois
COUNTY OF Cook

This instrument was acknowledged before me on 6 Septe, 2018, by Angelica Guerrero and Reynol A. Cuellar Del Cruz.

Shana Henderson
Notary Public Shana Henderson
My commission expires 2/25/2020



COOK COUNTY
RECORDER OF DEEDS

Property of Cook County Clerk's Office