## 0

## **UNOFFICIAL COP**

×1835855012\*

Doc# 1835855012 Fee \$42.00

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

EDHARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/24/2018 12:39 PM PG: 1 OF 3

AGREEMENT FOR DEED IN LIEU OF FORECLOSURE AND ESTOPPEL AFFIDAVIT

4901 W. Golf Road, Unit 402 Skokie, IL 60077

State of Illinois)
County of Cook) ss

On this Decemb 1770, JOE B. TAYLOR and GLENDA F. TAYLOR, Husband and Wife, being the mortgagors and grantors, as recited herein, being fully duly and separately sworn each for himself and barself, depose and say as follows;

That they were the mortgagers in a certain mortgage made by them to LIOR CORESH and RUTH CORESH, Mortgage cated August 17, 2012, and recorded February 14, 2014, as document number 1404556078 in the recorder office of Cook County, Illinois (herein after referred to as the mortgage). That the loan secured by said mortgage is in default.

That they are the parties who made executed and delivered that certain deed to mortgagee, dated, conveying the land as described therein, being the same land as described in the mortgage identified hereinabove, as a deed in lieu of irreclosure pursuant to 735 ILCS 5/15-1401, and in termination of mortgagors interest in the following described real estate.

UNIT 402 IN THE BARCELONA APARTMENT HOMES BUILDING NO. 6 CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: CERTAIN PARTS OF THE NORTHEAST 1/4 SECTION 16 TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY; ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER LR 2654915 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PIN: 10-16-204-029-1038 4901 W. Golf Rd., Unit 402, Skokie, IL 60017

That the aforesaid deed is an absolute conveyance of title to the said property to the mortgagee/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; that the possession of said property has been surrendered to mortgagee/grantee, and that the consideration of the aforesaid deed is payment by the mortgagee/grantee at the request of the deponent's and for their account, of an amount sufficient to discharge liability of the deponents, whenever any such liability exists, for any taxes in the nature of transfer taxes or recording taxes upon the conveyance, whether not such payment is required to be shown by documentary stamps affixed to said deed, receipt of which is hereby acknowledged, and deponents hereby appoint mortgagee/grantee their agent with full power, for them in their name, to pay and discharge any such tax liability, and to purchase and attach to said deed, and to cancel, any

## **UNOFFICIAL COPY**

required documentary stamps, if and when any documentary stamps shall be required; and that the further consideration for the aforesaid deed is;

The full cancellation of all notes on, obligations, costs and charges secured by the mortgage in default heretofore existing on the property therein and herein before described and executed mortgagors to mortgagee/grantee.

That the aforesaid deed and conveyance was made by these deponents as the result of their requests that mortgagee/grantee accept such deed in extinguishment of their debt and was their free and voluntary act; and that the deponents 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 misrepresentation by mortgagee/grantee or the agent or attorney or any other representative of mortgagee/grantee and then it was the intention of these deponent as grantors in said deed to convey and by said deed these deponents did convey to the grantee therein all their right title and interest absolutely in and to the premises described in said deed.

That the aforesaid deed and conveyance made by these deponents is executed and delivered with the express understanding that its receipt by the grantee does not constitute legal delivery and shall be of no binding force and effect whatsoever until such time as the said deed is filed for record in the recorder's office of the county in which the property situated, and which time the full legal and equitable title shall vest in the grantee, but is the intention of the parties, supported by the representations or warranties of these deponents, the grantee shall take unencumbered title and therefore the vesting tile should not operate to affect such a merger of interest as to extinguish the mortgage lien if such extinguishment might serve to promote the priority of any subordinate interest which may be outstanding at the time of such vesting of tide.

That the mortgagor hereby waives all rights of Homestead exemption and that the receipt, recording and acceptance of the deed in lieu of foreclosure shall relieve from personal liability mortgagor and all other persons who may owe payments or the performance of the note, including guarantors of such indebtedness or obligation, but shall in no way limit or restrict the rights of the lender or the rights of its successors in interest or signs to foreclose the mortgage and foreclosure is desirable

Mortgage or are hereby transfers and assigns to lender all of their right title and interest in and to the liability and hazard insurance, if any, on the property.

This agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

This affidavit is made for the protection and benefit of the aforesaid mortgagee/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 respective heirs executors administrators and assigns of the undersigned.

## JNOFFICIAL C

Dated: Décembr 17,2018

STATE OF ILLINOIS )

COUNTY OF COOK

)SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Joe B. Taylor and Glenda F. Taylor, Husband and Wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as her/his free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and

official seal, as of the 10 KmW 1?

THE FOREGOING AGREEMENT FOR DEED IN LIEU OF FORECLOSURE AND ESTOPPEL AFFIDAVIT is agreed and accepted by Mortgagees, LIOR CORESH AND RUTH CORESH, as Joint Tenants of 4901 W. Golf Rd. #402, Skokie, IL 60077

LIOR CORESH

STATE OF ILLINOIS )

COUNTY OF COOK

)SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that LIOR CORESH and RUTH CORESH, Husband and Wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as her/his free and voluntary act and deed for the uses and purposes therein set forth. Given under my nand and official seal, as of the Mo counter 17. 2018

**CFFICIAL SEAL** MARSHALL RICHTER NOTARY PUBLIC - STATE OF ILLINOIS

This document was prepared by: Marshall Richter, Attorney at Law 5250 Old Orchard Road, Suite 300 Skokie, IL 60077