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Prepared by: Michael L. Riddle Middleberg Riddle Group 717 N. Harwood, Suite 1600 Dallas, TX 75201

When Recorded Return to: LenderLive Settlement Services LLC 1044 Main Street, Suite 600

PIN # 26-06-129-019-0000

Kansas City, MO 64105

Doc# 1900733068 Fee \$44.00

RHSP FEE:59.00 RPRF FEE: \$1.00

EDHARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/07/2019 01:16 PM PG: 1 OF 4

TITLE OF DOCUMENT:

DATE OF DOCUMENT:

GRANTOR(S):

GRANTOR'S ADDRESS:

GRANTEE(S):

GRANTEE'S ADDRESS:

FULL LEGAL DESCRIPTION:

Estoppel Affidavit (Deed in Lieu of Foreclosure)

Oct 4,20/8, 2018

Edward Cannon and Gail H. Cannon, husband and wife

3230 Cumberland Trail, Olympia Fields, IL 60461

Deutsche Bank National Trust Company, as Trustee for HarborView Mortgage Loan Trust 2006-7

1761 Fast St. Andrew Place, Santa Ana, CA 92705

Lot 35 in Brock 142 in the subdivision made by The Calumet and Chicago Canal and Dock Company of parts of Sections 6 and 7 Township 37 North, Range 15, North of the Indian Boundar, Line, East of the Third Principal Meridian, in Cook Courty, Illinois.



File No. 520-320971

LenderLive Settlement Services LLC 1044 Main Street, Suite 600 Kansas City, MO 64105

Office

Loan No. 7140140950 UNOFFICIAL COPY
Borrower: EDWARD CANNON

Data ID: 913

AFFIDAVIT (DEED-IN-LIEU OF FORECLOSURE)

Before me, the undersigned authority, on this ______ day of ______ CHO beg_____ 20 18, personally appeared EDWARD CANNON AND GAIL H. CANNON, HUSBAND AND WIFE ("Affiant"), who being first duly sworn upon oath, deposes and says:

1. That Affiant(s) is/are the [sole] owner(s) of the property commonly known as 9739 SOUTH ESCANABA AVENUE, CHICAGO, IL 60617 ("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 or 1 27, 2006 to secure a mortgage loan in the original principal amount of \$152,000.00 ("Loan"), which Loan is now held by DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR HARBOR'/IEW MORTGAGE LOAN TRUST 2006-7 ("Lender").
- 3. That Affiant is it 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 Affiant was not coerced or forced by Lender in any way to execute such deed-in-lieu of foreclosure.
- 5. That Affiant is not involved in, or party to, litigation other than foreclosure or bankruptcy involving the Property, the Security Instrument or the Loan.

6.	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 has been in my/our possession since the date of conveyance to me/us, and such ownership and possession has been uninterrupted and continuous, $c_p \epsilon d$, 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.
- 9. 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
- 10. 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.
- 11. That Affiant is not aware of any environmental condition or contamination on the Property.



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Loan No: 7140140950 Data ID: 913

- 12. 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.
- 13. That Affiant and Lender agree that the reasonable value of the Property is \$125,000.00, as of the date of the deed-in-lieu of foreclosure.
- 14. 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.
- 15. That this Affidavit is made to induce Lender to accept a deed-in-lieu of foreclosure on the Property.

Date: 04 4, 20/8

() MMM — MW EDWARD CANNON —Affiant

GAIL H. CANNON —Affiant

STATE OF THING IS

Signed and sworn to before me on the

§ day of

§

October 10 18

Notary Public

Mirlon Green
(Printed Name)

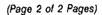
Office

My commission expires:

[Seal]

12-4-19

MIRION GREEN
OFFICIAL SEAL
Notary Public; State of Illinois
N°, Commission Expires
Decamber 04, 2019





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EXHIBIT "A"

Lot 35 in Block 142 in the subdivision made by The Calumet and Chicago Canal and Dock Company of parts of Sections 6 and 7, Township 37 North, Range 15, North of the Indian Boundary Line, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clark's Office