

# UNOFFICIAL COPY

**RECORD AND RETURN TO:**

Vantage Point Title, Inc.  
Attn: Default Services  
25400 US Highway 19 North, Suite 135  
Clearwater, FL 33763  
File No. D-IL484453



Doc# 1901619033 Fee \$48.00

CHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD N. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/16/2019 11:13 AM PG: 1 OF 6

**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 December 6<sup>th</sup>, 2018

BEFORE ME, the undersigned notary public, personally appeared **Adolfo Reyes and Noemi A. Reyes**, husband and wife, who, having been first duly sworn according to law, represent, warrant, depose and say:

1. They have personal knowledge of all matters set forth in this Affidavit.
2. They are the owners (hereinafter referred to as "Owners") of the fee simple title to certain real property (the "Property") situated in Cook County, Illinois, legally described as follows:

**SEE ATTACHED EXHIBIT "A"**

3. There are no other persons who have an ownership interest in the Property other than Owners. The street address of the Property is 900 La Porte Avenue, Melrose Park, IL 60164.
4. Owners are 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. Owners are citizens of the United States of America, whose Social Security Numbers are on file with the issuing agent.
5. Owners' title to and possession and enjoyment of the Property has been open, notorious, peaceable and undisturbed, except that the Property is leased by Owners as follows:

TENANT(S): NONE

DATE OF LEASE: NONE

6. Neither Owners' title to nor possession of the Property has ever been disputed or questioned nor are Owners 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. To our knowledge there are no disputes concerning the location of the boundary lines of the Property as of this date.



# UNOFFICIAL COPY

8. To our knowledge 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 OTHER THAN what is show on the Title Commitment issued by Vantage Point Title, Inc. under File # D-IL484453.

9. To our knowledge 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. To our knowledge 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. Owners are not insolvent as that term is defined in the Bankruptcy Code, nor are Owners contemplating filing Bankruptcy within 90 days hereof.

11. To our knowledge 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. Owners, in the operation of the Property, have complied in all respects with the Sales Tax Law of the State of Illinois. Additionally, Owners have paid, in full, all taxes, charges, and assessments levied and assessed against the Property which are currently due and payable.

13. To our knowledge 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 Owners have examined, are not against Owners but are against other persons or entities of a similar name:

NONE

16. To our knowledge there are no federal tax claims, liens, or penalties assessed against Owners either individually or in any other capacity.

17. Owners have never changed their names or used any names other than that set forth herein at any time.

18. That Owners' marital status is:

Married  Single  
 Married  Single

If married, Owners have been so married continuously since 1-30 1987 without ever having been married to any other person now living.

# UNOFFICIAL COPY

19. Owners do 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). Owners understand that their representations may be disclosed to the Internal Revenue Service by Grantee and that any false statement contained in this Affidavit 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 **U.S. Bank National Association as Legal Title Trustee for Truman 2016 SCo Title Trust** (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. Owners have not executed, and Owners hereby agree and represent that they 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 or Owners.

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; that the consideration in aforesaid Deed was and is payment to Owners by Grantee 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 described (the "Mortgage") and more fully described in the Deed executed simultaneously with this Affidavit by Grantee.

25. That the aforesaid Deed was made by Owners as the result of their request that Grantee accept such Deed, and was their free and voluntary act; that at the time of making said Deed Owners felt, and still feel, 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 Owners; 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 Owners are solvent and have no other creditors whose right would be prejudiced by such conveyance, and that Owners are not obligated upon any note, bond, or other mortgage whereby any lien has been created or exists against the Property; and that Owners in offering to execute and deliver the aforesaid Deed to Grantee, and in executing same, are/were 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 Owners, as Grantors in said Deed, to convey, and by said Deed Owners do convey, to Grantee all of their right, title, and interest absolutely in and to the Property.

26. That the aforesaid Deed made by Owners 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 Mortgage 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 Owners of the acceptance or non-

# UNOFFICIAL COPY

acceptance of such Deed 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 secured by the Mortgage if foreclosure is deemed desirable; provided, however, that, by acceptance and recording of the Deed, Grantee covenants and agrees that it shall forever forbear taking any action whatsoever to collect against Grantors, **Adolfo Reyes and Noemi A. Reyes**, or any of their respective heirs, personal representatives, devisees, successors or assigns, the obligations of which are secured by the Mortgage, other than by foreclosure of the Mortgage, and that in any proceedings to foreclose the mortgage/deed of trust, Grantee shall not seek, obtain or permit a deficiency judgment against Grantors, **Adolfo Reyes and Noemi A. Reyes**, or any of their respective heirs, personal representatives, devisees, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable if Grantors attempt 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, Owners also assign, transfer, 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. Owners agree 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

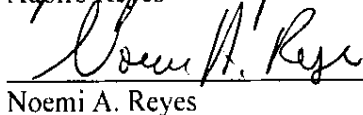
29. Owners agree that upon notification of acceptance of Owner's request for a deed in lieu of foreclosure, Owners will vacate and turn over possession of the Property to Grantee upon demand, which must be in broom swept condition, free and clear of personal property, on or before 12/29/2018. Any personal 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. *1-5-19 AR MR*

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 Owners from the Property.

31. This Affidavit is made and given by Owners with full knowledge of applicable state laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Further Affiants Sayeth Not.

  
\_\_\_\_\_  
Adolfo Reyes

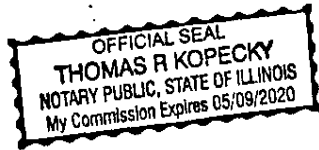
  
\_\_\_\_\_  
Noemi A. Reyes

# UNOFFICIAL COPY

STATE OF IL  
COUNTY OF COOK

This instrument was acknowledged before me on 12-6, 2018, by Adolfo Reyes and Noemi A. Reyes.

[Signature]  
\_\_\_\_\_  
Notary Public  
My commission expires



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT "A"

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT:

LOT 1 IN BLOCK 11, IN 4TH ADDITION TO GRAND AVENUE HIGHLANDS BEING A SUBDIVISION OF PARTS OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 1478096, IN COOK COUNTY, ILLINOIS

Commonly Known As: 900 La Porte Avenue, Melrose Park, IL 60164  
Parcel ID: 12-29-311-019-0500

Property of Cook County Clerk's Office