



Doc# 2026806381 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 09/24/2020 02:52 PM PG: 1 OF 2

ESTOPPEL AFFIDAVIT

THIS AFFIDAVIT, made this 30 day of JUNE, 2020, by Brett S. Johnson (hereinafter referred to as "Grantor"),

WITNESSETH:

That Grantor did on the 8th day of November, 2010, execute and deliver a certain Note in the principal amount of One Hundred Seventy Thousand Five Hundred Sixty Three Dollars and Zero Cents (\$170,563.00), and secured by a Mortgage dated November 8, 2010, and duly recorded in the Recorder's Office of Cook County, State of Illinois, as Document No. 1032341059, conveying the real estate located at 3701 Rywick Ct., Rolling Meadows, IL 60008, Cook County, Illinois, and legally described as follows:

LEGAL DESCRIPTION:

LOT 8 IN RYWICK VILLAGE, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Index Number: 02-35-200-057-0000

That Grantor defaulted in the payments due on said Note, plus interest and necessary advancements due and outstanding and is unable to meet the obligations of said Note and Mortgage according to the terms thereof.

That said Grantor has made, executed and delivered that certain Deed to **U.S. BANK TRUST, N.A. AS TRUSTEE FOR LSF9 MASTER PARTICIPATION TRUST**, dated the 30 day of JUNE, 2020, conveying the above described property. The said Grantor hereby acknowledges, agrees and certifies that the aforesaid deed was an absolute conveyance of the Grantor's right, title and interest in and to said real estate, together with all buildings thereon and appurtenances thereunto belonging and appertaining, and with release of all dower and homestead rights in and to said real estate, and also conveys, transfers and assigns the Grantor's rights of possession, rentals and equity of redemption in and to said premises. The value of said real estate is not in excess of the amount of said indebtedness outstanding and in consideration of the premises hereof and in consideration of such conveyance, the Grantor has received a full and complete release of personal liability on said Note together with the cancellation of record by said Grantee of the Note secured by said Mortgage.

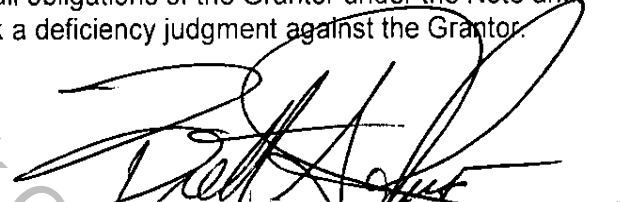
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# UNOFFICIAL COPY


Said Deed was given voluntarily by the Grantor to the Grantee, in good faith on the part of Grantor and Grantee, without any fraud, misrepresentation, duress, or undue influence whatsoever, or any misunderstanding on the part of the Grantor or Grantee and was not given as a preference against any other creditors of said Grantor. Said Deed of conveyance shall not effect a merger of the fee title to the premises with Grantee's Mortgage lien and shall not restrict the right of the Grantee to institute foreclosure proceedings if the Grantee desires, but the conveyance by said Deed shall be and is hereby intended and understood to be an absolute conveyance and an unconditional sale, with full extinguishment of Grantor's equity of redemption, and with full release of all Grantor's right, title and interest of every character in and to said property. Grantor hereby assigns to Grantee the hazard insurance policy now in effect on said property and further assigns to Grantee the right to receive payment of any claim payable under the terms of said policy including any premium refund now or hereafter payable.

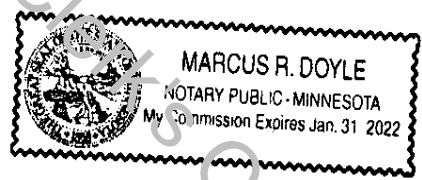
This Affidavit has been made for the protection and benefit of the aforesaid Grantee in said Deed, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described therein, and shall bind the respective heirs, executors, administrators and assigns of the undersigned.

This transaction fully satisfies and releases all obligations of the Grantor under the Note and Mortgage and Mortgagee agrees not to seek a deficiency judgment against the Grantor.

  
Brett S. Johnson

Subscribed and sworn to before me this 30 day of June, 2020.

  
Notary Public



PREPARED BY AND RETURN TO:  
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