

UNOFFICIAL COPY

Doc#: 2031010039 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 11/05/2020 08:24 AM Pg: 1 of 4

After Recording Return To:
Old Republic Servicing Solutions
Attn: Recording Department
681 Andersen Drive, Suite 600, Foster Plaza VI
Pittsburgh, Pennsylvania 15220

Prepared By:
RUTH RUHL, P.C.
12700 Park Central Drive, Suite 850
Dallas, Texas 75251, and Co-Counsel
Lee Scott Perres, PC
29 North Wacker Drive, Suite 1010
Chicago, Illinois 60606

[Space Above This Line For Recording Data]

Loan No.: 0578618976
Investor No.: 0578618976

ESTOPPEL AND MECHANICS LIEN AFFIDAVIT

David Byrd and Monique Byrd, husband and wife

Affiant, ("Grantor")

being first duly and separately sworn each for himself and/or herself, deposes and says:

That Grantor is the identical parties who made, executed and delivered that certain deed to The Bank of New York Mellon FKA The Bank of New York as Trustee for the Certificateholders of CWMBBS, Inc., CHL Mortgage Pass-Through Trust 2004-HYB5, Mortgage Pass-Through Certificates, Series 2004-HYB5, ("Grantee") dated the 5 day of FEB., 2020, conveying the property commonly known as: 1515 N Cleveland Ave #3N, Chicago, Illinois 60610.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

PIN: 17-04-110-054-1006

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That the aforesaid Warranty Deed in Lieu of Foreclosure ("Deed") was an absolute conveyance of the title to said premises to the Grantee named therein in effect as well as in form, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind, and that possession of said premises has been or will be surrendered to the said Grantee; that the consideration in the amount of \$78,063.73 in aforesaid Deed was and is the full cancellation of all debts, obligations, costs, and charges heretofore existing under and by virtue of the terms of a certain mortgage heretofore existing on the property therein and hereinbefore described executed by David Byrd, an unmarried man

, Mortgagors,
to Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Countrywide Home Loans, Inc.
, Mortgagee,
dated April 30th, 2004, recorded on May 18th, 2004, in Book N/A, Page N/A,
Instrument No. 0403947254, and assigned to The Bank of New York Mellon FKA The Bank of New
York as Trustee for the Certificateholders of CWMBS, Inc., CHL Mortgage Pass-Through Trust 2004-HYB5,
Mortgage Pass-Through Certificates, Series 2004-HYB5 by an assignment ("Assignment") recorded in Book N/A,
Page N/A, Instrument No. 0729647076, or by an Assignment recorded simultaneously herewith in the Office of the
Recorder of Cook County, State of Illinois, and the cancellation of record by said Grantee of said Mortgage,
provided there are no secondary liens or encumbrances to the said property.

That the aforesaid Deed and conveyance was made by the Grantor as the result of their request that the Grantee accept such Deed and was their free and voluntary act; that at the time of making said Deed, Grantor felt and still feels that the Mortgage indebtedness above mentioned represented a fair value of the property so deeded; that said Deed was not given as a preference against any other creditors of the Grantor; that at the time it was given there was no other person or persons, firms or corporations, other than the Grantee therein named, interested, either directly or indirectly, in said premises; that Grantor is solvent and have no other creditors whose rights would be prejudiced by such conveyance, and that Grantor is not obligated upon any bond or other mortgage whereby any lien has been created or exists against the premises described in said Deed; and that Grantor 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 the Grantee in said Deed, and that it was the intention of Grantor in said Deed to convey and by said Deed Grantor did convey to the Grantee therein all their right, title, and interest absolutely in and to the premises described in said Deed.

Grantor further states that, up to this date, no contracts for the furnishing of labor or material on the foregoing premises have been made, no improvements or repairs have been made on the premises described above or upon any building on said land, or any work done thereon which has not been fully completed and paid for, nor have any materials which have not been fully paid for been furnished for use upon said land or any building thereon, and that no contract of any kind has been made, nor anything done, suffered or permitted in relation to said land or any building thereon or improvement thereof, in consequence of which any lien may be claimed or enforced against said land under the Mechanics Lien laws of the state in which the foregoing property is located.

Grantor further states that no agreement or contract for conveyance, or deed of conveyance, or written lease, or writing whatsoever, is or are in existence adversely affecting the title to said premises.

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This affidavit is 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.

Dated: 2.5.2020

David Byrd
David Byrd -Grantor

Monique Byrd
Monique Byrd -Grantor

-Grantor

-Grantor

The foregoing was subscribed and sworn to before me in the County of Broward, and State of Florida, this 5 day of FEB, 2020.

(Seal)



Donald E. Spetkar
Commission # FF978675
Expires: April 4, 2020
Bonded thru Aaron Notary

Donald E. Spetkar
Notary Signature

Printed Name _____

Notary Public, State of _____

My Commission Expires: _____

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Investor No.: 0578618976

EXHIBIT "A"

SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS:

PARCEL 1: UNIT 3N TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 1513-15 NORTH CLEVELAND CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0011052501, IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NO. G-6, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

TAX ID NO: 17-04-110-054-1006

BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED
GRANTOR: 1515 N. CLEVELAND RESIDENTIAL LLC, AN ILLINOIS LIMITED LIABILITY COMPANY
GRANTEE: DAVID BYRD, AN UNMARRIED INDIVIDUAL
DATED: 04/30/2004
RECORDED: 05/18/2004
DOC#/BOOK-PAGE: 0413947253

ADDRESS: 1515 N CLEVELAND AVE #3N, CHICAGO, IL 60610