

# UNOFFICIAL COPY

2021-00645-PT

Doc#. 2111601269 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 04/26/2021 10:34 AM Pg: 1 of 5

2/21

2020-03852-AL

This instrument was prepared by  
~~AND RETURN TO:~~

Mary E. Spitz  
SOTTILE AND BARILE, LLC  
1415 West 22<sup>nd</sup> Street, Tower Floor  
Oak Brook, IL 60523

Mail to

PREMIER TITLE, 1000 JORIE BLVD. #136, OAK BROOK, IL 60523

Note to Clerk: Please cross index Document No. 0902140023

## AGREEMENT FOR DEED AND ESTOPPEL AND SOLVENCY AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF COOK

BEFORE ME, the undersigned notary public, personally appeared, **Ala Liddell**, as "Deponent", whose post office address is 1900 W. 75<sup>th</sup> Street, Woodridge, IL 60517, who, having been first duly sworn according to law, represent, warrant, depose and say:

She has personal knowledge of the matters set forth in this document.

Ala Liddell is the owner of that certain real property (the Property) situated in the, County of Cook, State of Illinois legally described as follows:

LOT 8 IN BLOCK 7 IN CALUMET PARK SECOND ADDITION, BEING A SUBDIVISION OF PART OF SECTION 2 AND 11, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 1925. AS DOCUMENT NUMBER 8987931, IN COOK COUNTY.

Property Index Number: 29-02-320-008-0000

Commonly known as: 14425 Ingleside Avenue, Dolton, IL 60419

Deponent has never changed his or her name, nor used any other name other than the following: Ala Liddell.

Deponent's marital status is:  Married  Single  
The Property is  Homestead property of Deponent or his or her spouse or minor children  
 Investment Property  Other \_\_\_\_\_

PREMIER TITLE

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Deponent further states that the Property is the same as that securing a debt evidenced by a Note and security instrument (hereinafter "Mortgage") dated December 24, 2008 given by **Ala Liddell**, as Borrower, to **Taylor, Bean & Whitaker Mortgage Corp.**, lender, recorded January 21, 2009, as Document Number 0902140023, in Cook County, Illinois records.

There are no other persons who have ownership interests in the Property other than Deponent.

Deponent further states that, at the time the Warranty Deed in Lieu was given, there was no other person, firm, or corporation, other than the Grantee of said Deed and/or its successors and assigns, with any interest, either directly or indirectly in said property.

Deponent further states that Deponent has no other creditors whose rights would be prejudiced by said conveyance.

Deponent further states that the following are the only liens against said property to-wit:

Security Instrument recorded January 21, 2009, as Document Number 0902140023, in Cook County, Illinois records.

There are no federal tax claims, liens, or penalties assessed against Deponent either individually or in any other capacity, nor are there any loan deeds, trust deeds, mortgages, or liens of any nature whatsoever which remain unsatisfied against said property, except as disclosed herein.

There are no contracts for sale or unrecorded easements affecting the Property.

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.

Deponent further states that there are no unpaid monthly assessments, condominium fees, or homeowner's association fees or dues of any kind which remain unpaid.

Deponent further states that there are no liens for past due taxes of any kind including but not limited to assessments for paving, sidewalk, curbing, garbage service, sewer, or any other street improvements of any kind against said property or Deponent except as disclosed herein.

Deponent's title to and possession and enjoyment of the Property has been open, notorious, peaceable, and undisturbed, except as noted herein.

Neither Deponent's title to nor possession of the Property has ever been disputed or questioned nor is Deponent 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 herein.

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There are no disputes concerning the location of the boundary lines of the Property as of this date, and the Property has adequate ingress and egress from and to a public road.

Deponent further states that all improvements on said property are contained within the boundaries of said described property; that there have been no violations of any restrictions or ordinances which may have been imposed on said property, nor have any detrimental changes been made or any waste then committed as regards to said property.

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.

Deponent further states that there are no suits, judgments, bankruptcies or other proceedings filed by Deponent in any court, which said actions could in any way affect the title to said property or constitute a lien thereon; and that Deponent is not surety on the bond of any county official or any other bond that, through default of the principal therein, a lien would be created superior to any conveyance executed by Deponent. Deponent is not insolvent as that term is defined in the Bankruptcy Code, nor is Owner contemplating filing Bankruptcy within ninety days hereof.

Deponent further states that there are no unpaid bills of any nature for the services of any architect, engineer, surveyor, or workman; nor for labor or materials for any recent improvements that may have been placed on said property, either in the construction or repair of any of the improvements thereon, except as disclosed herein, and that there are no fixtures now installed in any buildings or improvements on said property that have not been paid for in full.

Deponent is 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. Deponent is a citizen of the United States of America.

The foregoing representations may be relied upon in connection with the United States Foreign Investment in Real Property Tax Act (94 Stat. 2682, as amended). Deponent understands that his/her/their certification may be disclosed to the Internal Revenue Service by Purchaser and that any false statement contained in this certification may be punished by fine, imprisonment, or both.

That the aforesaid deed of conveyance made by Deponent was executed for good and valuable consideration and in lieu of foreclosure upon the above-described Mortgage encumbering the Property. Deponent acknowledges that the Note and Mortgage are in default.

That the aforesaid 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 and is not intended as a mortgage, trust conveyance, or security of any kind.

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That the aforesaid deed of conveyance was made by Deponent as the result of his/her/their request that Grantee accept such deed, and was his/her/their free and voluntary act, and Deponent was not acting under any duress, undue influence, misapprehension or misrepresentation by Grantee or any other representative of Grantee.

That at the time of making said deed Deponent felt and still feels that the Mortgage indebtedness above mentioned represents at least the fair value of the property so deeded; that said deed was not given as a preference against other creditors of the Deponents.

That the aforesaid deed of conveyance made by Deponent as 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 or effect whatsoever until such time as the grantee consents to the acceptance of such deed, after approval of title by Grantee. The receipt or acceptance of said deed aforesaid shall in no way restrict the right of Grantee, or the right of its agents or successors in interest, to foreclose the mortgage debt if foreclosure is deemed desirable.

The doctrine of equitable conversion shall not apply to the transactions contemplated by the Warranty Deed in Lieu, and Deponent shall bear all risk of loss on the Property until Grantee accepts delivery of such deed. Deponent shall not cancel any hazard insurance policies on the Property until Grantee accepts delivery of such deed by recordation of same.

In the event that Deponent has not surrendered possession of the Property to Grantee by September 30, 2020 in acceptable condition subject to an inspection of same, or does not ever surrender possession, Deponent acknowledges that he/she/they is/are occupying the Property as a tenant at sufferance and that Grantee is entitled to a writ of possession for the premises.

This instrument is made for the protection and benefit of the aforesaid Grantee its agents, successors and/or 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.

That Deponent(s), and each of them, will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

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IN WITNESS WHEREOF, the undersigned has executed this Agreement for Deed and Estoppel and Solvency Affidavit on this 23 day of September, 2020.

Ala Liddell  
**Ala Liddell**

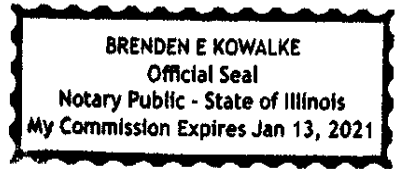
STATE OF IL )  
COUNTY OF Cook ) ss.

SUBSCRIBED and SWORN to before me this 23<sup>rd</sup> day of September, 2020 by **Ala Liddell**.

Notary Public Signature: Brenden Kowalke

Notary Public Printed Name: Brenden Kowalke

My Commission Expires: 1-13-21



Property of Cook County Clerk's Office