

UNOFFICIAL COPY



Doc# 2332434005 Fee \$88.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 11/20/2023 09:31 AM PG: 1 OF 13

Prepared by: Sara Cordell, Esq., Cordell Law LLC, Illinois Bar No. 6305565, 5315 N Clark Street #173, Chicago, IL 60640, (866) 363-3337.

The preparer of this instrument has neither been requested to nor has the preparer conducted a title search or an inspection of the real property transferred hereby. No representations or warranties as to accuracy of the description, the status of title or condition of the real property have been made by the preparer.

File No. 230050829

After Recording, Send to:
SERVICELINK, LLC
11802 Ridge Parkway, Suite 100
Broomfield, CO 80021
Attention: Denver DIL Title

Mail Tax Statements To:
Cascade Funding Mortgage Trust AB2
C/O PHH MORTGAGE CORPORATION 1661 Worthington Rd, Ste 100, WEST PALM BEACH, FL 33409

Exempt: Section 200/31-45 (L)

Parcel Number: 15-15-325-016-0000

DEED IN LIEU OF FORECLOSURE

KNOWN ALL MEN BY THESE PRESENTS, that **LOUISE BANKS**, unmarried, of **3201 RANDOLPH ST APT 415, BELLWOOD, IL 60104**, (hereinafter "GRANTOR"), for \$1.00 (One Dollar and Zero Cents) and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **Cascade Funding Mortgage Trust AB2**, whose tax mailing address is **C/O PHH MORTGAGE CORPORATION 1661 Worthington Rd, Ste 100, WEST PALM BEACH, FL 33409**, (hereinafter "GRANTEE"), and unto Grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in **Cook County, Illinois**, described as follows:

3 of 3

Property Address: 2104 S 23RD AVE, BROADVIEW, IL 60155

**VILLAGE OF BROADVIEW
CERTIFICATE OF COMPLIANCE**
10-23-23

UNOFFICIAL COPY

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

SEE EXHIBIT "B" FOR ESTOPPEL AFFIDAVIT

Property Address is: **2104 S 23RD AVE, BROADVIEW, IL 60155**

BEING THE SAME PROPERTY TRANSFERRED TO GRANTOR BY THAT INSTRUMENT RECORDED AT: Instrument No. 97210146 (Affidavit of Death at 4.14.2023)

To have and to hold the same unto the said Grantee and Grantee's successors and assigns forever.

This Deed in Lieu of Foreclosure ("Deed") is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a security instrument of any kind

Grantor hereby assigns and transfers to Grantee any equity of redemption and statutory rights of redemption concerning the real property and the security instrument described below.

Grantor is not acting under any misapprehension as to the legal effect of this Deed, nor under duress, undue influence or misrepresentation of Grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made in accord with the Estoppel Affidavit attached hereto as Exhibit B.

Consideration. This Deed relates to real property secured by the following security instrument:

SEE EXHIBIT "C" FOR DESCRIPTION OF SECURITY INSTRUMENT

No Merger. Grantor agrees and acknowledges that its entry into this Deed and the other documents contemplated hereby shall not result in a merger of Assigner's interest under the Security Instrument with Grantee's interest under the Deed. The terms, covenants, representations, and warranties of this Agreement shall not merge into the Deed but shall survive the close of the transaction contemplated hereby.

In construction this Deed and where the context so requires, the singular included the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

Representations and Warranties. Grantor represents, warrants, and acknowledges that:

(a) it is in default of its obligations under the Security Instrument and the Note and that the unpaid principal balance thereof together with interest thereupon is immediately due

Property Address: 2104 S 23RD AVE, BROADVIEW, IL 60155

UNOFFICIAL COPY

and payable to **Cascade Funding Mortgage Trust AB2** without offset, defense, or counterclaim;

(b) the Note and the Deed of Trust or Mortgage are valid and binding agreements enforceable in accordance with their terms;

TAX CONSEQUENCES: The deed in lieu of your property included some type of debt forgiveness. Federal laws regarding the taxation of debt forgiveness changed under the Mortgage Forgiveness Debt Relief Act, which exempted certain borrowers from paying income tax on debt forgiveness for certain years. That act has been modified and extended several times since its passage, and currently includes the 2007-2025 tax years. As a result, certain borrowers who receive a deed in lieu that includes debt forgiveness during one of these tax years may not have to pay income tax on the amount forgiven. Prior to the change in the law, the amount of debt forgiven was generally considered income to you in the year forgiven, unless you qualified for an income exclusion. You may wish to consult with a tax advisor about these potential income tax consequences.

Advice of Counsel. Grantor hereby agrees, represents, and warrants that it has had advice of competent counsel of its own choosing, or has willingly forgone advice of counsel, in negotiations for and the preparation of this Deed, that it has read this Deed or has had the same read to it by its counsel, that it has had this Deed fully explained by such counsel, and that it is fully aware of its contents and legal effect.

RIGHT TO FORECLOSE

GRANTOR AGREES AND ACKNOWLEDGES THAT NOTHING CONTAINED HEREIN SHALL AFFECT, AND GRANTEE HEREBY EXPRESSLY RESERVES, THE RIGHT TO FORECLOSE THE "MORTGAGE", "DEED TO SECURE DEBT" OR "DEED OF TRUST" BY JUDICIAL OR, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONJUDICIAL FORECLOSURE AND, IN CONNECTION WITH ANY SUCH FORECLOSURE, GRANTOR AND/OR GUARANTOR MAY, IN GRANTEE'S SOLE DISCRETION, BE NAMED AS A PARTY DEFENDANT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR SHALL AGREE TO ANY CONSENT TO JUDGMENT (OR SIMILAR PROCESS) AVAILABLE TO GRANTEE, AND GRANTEE WILL BE PERMITTED TO SEEK, OBTAIN, AND SATISFY A JUDGMENT IN ANY SUCH FORECLOSURE PROCEEDINGS, PROVIDED, HOWEVER, THAT GRANTOR AND GUARANTOR SHALL NOT BE PERSONALLY LIABLE FOR SATISFACTION OF SUCH JUDGMENT. IF GRANTEE PURSUES ITS RIGHTS UNDER THIS SECTION, IT MAY DETRIMENTALLY AFFECT GRANTOR'S CREDIT RATING.

Property Address: 2104 S 23RD AVE, BROADVIEW, IL 60155

UNOFFICIAL COPY

WITNESS the hand of said Grantor this 24 day of APRIL,
2023

Louise Banks

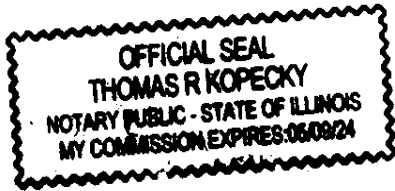
LOUISE BANKS

STATE OF IL
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO
HEREBY CERTIFY THAT **LOUISE BANKS**, personally known to me, or has produced
IL ID, as identification, to be the same person(s) whose names are
subscribed to the foregoing instrument, as having executed the same, appeared before
me this day in person and acknowledged that (he/she/they) signed, sealed, and delivered
the said instrument as (his/her/their) free and voluntary act for the uses and purposes
therein set forth.

Given under my hand and Notarial Seal this 24 day of APRIL, 2023.

Thomas R Kopecy
Notary Public



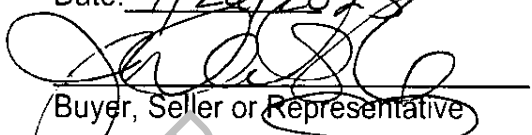
UNOFFICIAL COPY

MUNICIPAL TRANSFER STAMP
(If Required)

COUNTY/ILLINOIS TRANSFER STAMP
(If Required)

EXEMPT under provisions of Paragraph E Section 31-45, Property Tax Code.

Date: 4/26/2023



Buyer, Seller or Representative

Property of Cook County Clerk's Office

Property Address: 2104 S 23RD AVE, BROADVIEW, IL 60155

UNOFFICIAL COPY

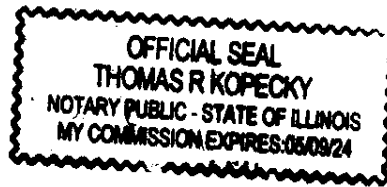
STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in land trust is either a natural person, and Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated 4-24-23, 2023

Signature of Grantor or Agent

Subscribed and sworn to before Me by the said GRANTOR this 24 day of APRIL, 2023.



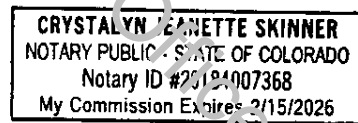
NOTARY PUBLIC Thomas R. Kopecky

The Grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois a partnership authorized to do business or entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Date June 22nd, 2023

Signature of Grantee or Agent

Subscribed and sworn to before Me by the said Jody Walzke This 22 day of June, 2023.



NOTARY PUBLIC Crystalyn Jeanette Skinner

NOTE: Any person who knowingly submits a false statement concerning the identity of grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses. (Attach to deed or ABI to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

Property Address: 2104 S 23RD AVE, BROADVIEW, IL 60155

UNOFFICIAL COPY

EXHIBIT A – LEGAL DESCRIPTION

**LOT 375 IN CUMMINGS AND FOREMAN REAL ESTATE CORPORATION
ROOSEVELT ROAD AND 17TH AVENUE SUBDIVISION OF LOTS 1 TO 5, 7 AND 8 IN
OWNER'S PARTITION OF THE SOUTH 83.2 ACRES IN THE WEST 1/2 OF SECTION
15, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.**

PARCEL ID: 15-15-325-016-0000

Property of Cook County Clerk's Office

Property Address: 2104 S 23RD AVE, BROADVIEW, IL 60155

UNOFFICIAL COPY

EXHIBIT "B" ESTOPPEL AFFIDAVIT

STATE OF IL
COUNTY OF COOK

LOUISE BANKS, being first duly sworn, depose and say: That they are the identical parties who made, executed, and delivered that certain Deed in Lieu of Foreclosure to **Cascade Funding Mortgage Trust AE2**, conveying the following described real estate, to-wit:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to **Cascade Funding Mortgage Trust AB2**, and was not and is not now intended as a security instrument of any kind; that it was the intention of affiants as grantors in said deed to convey, and by said deed these affiants did convey to **Cascade Funding Mortgage Trust AB2**, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **Cascade Funding Mortgage Trust AB2**;

That in the execution and delivery of said deed affiants were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

That aforesaid deed was not given as a preference against any other creditor or the deponents or either of them; that at the time it was given there was no other person or persons, firms or corporations, other than **Cascade Funding Mortgage Trust AB2**, who have interest, either directly or indirectly, in said premises; that these deponents are solvent and have no other creditors whose rights would be prejudiced by such conveyance, and that deponents are not obligated upon any bond or mortgage or other security whereby any lien has been created or exists against the premises described in said deed.

Property Address: 2104 S 23RD AVE, BROADVIEW, IL 60155

UNOFFICIAL COPY

That the consideration for said deed was and is payment to affiants of the sum of \$1.00 by **Cascade Funding Mortgage Trust AB2**, agreement to forebear taking any action against affiants to collect on the obligations secured by the mortgage described below, other than by foreclosure of that mortgage and to not seek, obtain or permit a deficiency judgment against affiants in such foreclosure action. The security instrument referred to herein as described as follows:

SEE EXHIBIT "C" FOR DESCRIPTION OF SECURITY INSTRUMENT

At the time of making said Deed In Lieu Of Foreclosure, affiants believed and now believe that the aforesaid consideration therefore represents the fair value of the property so deeded.

This affidavit is made for the protection and benefit of **Cascade Funding Mortgage Trust AB2**, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

I understand and agree that I have waived or released any and all claims, known or unknown, that I have or might have against Grantee; and/or ServiceLink, LLC, and/or their accountants, agents, attorneys, directors, employees, managers, members, officers, servants, and/or shareholders.

That affiants, 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.

UNOFFICIAL COPY

WE (THE BORROWERS/GRANTORS) UNDERSTAND THAT WE HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED AND HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

Executed by the undersigned on 4-24, 2023.

Louise Banks

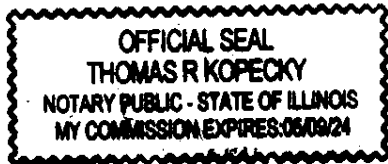
LOUISE BANKS

STATE OF IL
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT **LOUISE BANKS**, personally known to me, or has produced OR ID, as identification, to be the same person(s) whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that (he/she/they) signed, sealed, and delivered the said instrument as (his/her/their) free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 24 day of APRIL, 2023.

Thomas R Kopecky
Notary Public



UNOFFICIAL COPY

GRANTOR(S) AFFIDAVIT

State of IL
County of COOK

LOUISE BANKS, named in the attached Deed in Lieu of Foreclosure, being first duly sworn upon oath, each for himself or herself and not one for the other, deposes and says:

That he or she has read the attached Deed in Lieu of Foreclosure and knows the contents thereof, and that every statement contained in the terms, warranties and covenants therein set forth is true of his or her own knowledge.

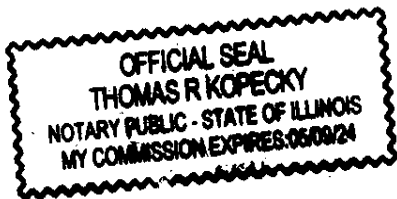
Louise Banks
LOUISE BANKS

STATE OF IL
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT **LOUISE BANKS**, personally known to me, or has produced DR VC, as identification, to be the same person(s) whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that (he/she/they) signed, sealed, and delivered the said instrument as (his/her/their) free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 24 day of APRIL, 2023

Thomas R. Kopecky
Notary Public



UNOFFICIAL COPY

EXHIBIT C – DESCRIPTION OF SECURITY INSTRUMENT

MORTGAGE FROM LOUISE BANKS AND LOUIS BANKS, IN JOINT TENANCY TO URBAN FINANCIAL GROUP, WHICH IS ORGANIZED AND EXISTING UNDER THE LAWS OF OKLAHOMA IN INSTRUMENT NO. 1011317005 IN THE AMOUNT OF \$220,500.00, OPEN ENDED TO \$220,500.00, DATED 04/09/2010, RECORDED 04/23/2010, IN COOK COUNTY RECORDS.

a. ASSIGNMENT OF RECORD BETWEEN URBAN FINANCIAL GROUP AND REVERSE MORTGAGE SOLUTIONS AND EXISTING UNDER THE LAWS OF TEXAS IN INSTRUMENT NO. 1014548035, DATED 04/09/2010, RECORDED 05/25/2010 IN COOK COUNTY RECORDS.

b. ASSIGNMENT OF RECORD BETWEEN URBAN FINANCIAL GROUP AND METLIFE HOME LOANS A DIVISION OF METLIFE BANK, N. A. IN INSTRUMENT NO. 1107415010, DATED 04/09/2010, RECORDED 03/15/2011 IN COOK COUNTY RECORDS.

c. CORRECTIVE ASSIGNMENT OF RECORD BETWEEN URBAN FINANCIAL GROUP AND REVERSE MORTGAGE SOLUTIONS IN INSTRUMENT NO. 1300734073, DATED 12/12/2012, RECORDED 01/07/2013 IN COOK COUNTY RECORDS.

d. ASSIGNMENT OF RECORD BETWEEN METLIFE HOME LOANS LLC, AS SUCCESSOR BY MERGER TO METLIFE BANK, N.A., AS SUCCESSOR BY MERGER TO EVERBANK REVERSE MORTGAGE, LLC, FORMERLY KNOWN AS BNY MORTGAGE COMPANY, LLC, SOMETIMES DOING BUSINESS AS METLIFE HOME LOANS, A DIVISION OF METLIFE BANK, N.A., BY NATIONSTAR MORTGAGE LLC D/B/A CHAMPION MORTGAGE COMPANY ITS ATTORNEY-IN-FACT AND CHAMPION MORTGAGE COMPANY IN INSTRUMENT NO. 1931149022, DATED 11/05/2019, RECORDED 11/07/2019 IN COOK COUNTY RECORDS.

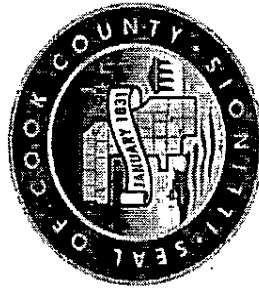
CORRECTIVE CORPORATION ASSIGNMENT OF REAL ESTATE MORTGAGE: TO CORRECT MORTGAGE RECORDING REFERENCE ORIGINAL ASSIGNMENT RECORDED ON 10/01/2012, AS INSTRUMENT NUMBER 1227517056

e. ASSIGNMENT BETWEEN CHAMPION MORTGAGE COMPANY TO CASCADE FUNDING MORTGAGE TRUST AB2 TO BE RECORDED CONCURRENTLY HEREWITH.

UNOFFICIAL COPY

REAL ESTATE TRANSFER TAX

20-Nov-2023



COUNTY:
ILLINOIS:
TOTAL:

0.00
0.00
0.00

Property of Cook County Clerk's Office

15-15-325-016-0000

20230401696737

1-879-580-6244