



\*2409909017\*

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:

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KAREN A. YARBROUGH  
COOK COUNTY CLERK'S OFFICE  
DATE: 4/8/2024 12:05 PM  
PAGE: 1 OF 7

**DEED IN LIEU OF FORECLOSURE**

THIS DEED IN LIEU OF FORECLOSURE, made this 17 day of November 2023, by and between Ola B. Bullard, widowed woman, whose address is 7642 South Merrill Avenue, Chicago, IL 60649 ("Grantor(s)"), and U.S. Bank Trust N.A., as Trustee of the SCIG Series III Trust ("Grantee"), whose address is 7441 E. Stetson Dr., Suite 250, Scottsdale, AZ 85251.

WITNESSETH: Grantors do hereby remise, release, and quit-claim to Grantee all of the right, title, interest, claim and demand which Grantors have in and to the following described real property located in Cook County, State of Illinois to-wit:

**LEGAL DESCRIPTION**

ALL THAT PROPERTY SITUATE IN THE COUNTY OF COOK AND STATE OF ILLINOIS DESCRIBED AS:

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

LOT 6 IN THE RESUBDIVISION OF LOTS 11 TO 18 IN BLOCK 2 IN SUBDIVISION OF BLOCK 4 IN CAROLYN'S SUBDIVISION OF WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

STREET ADDRESS: 7642 SOUTH MERRILL AVENUE, CHICAGO, IL 60649

20-25-410-031-0000

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 2023.

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This Deed in Lieu of Foreclosure is absolute in effect and conveys fee simple title of the premises above described to the Grantee and does not operate as a mortgage, deed of trust or security of any kind.

This deed does not affect a merger of the fee ownership and the lien of the mortgage described below. The fee and lien shall hereafter remain separate and distinct.

THIS DEED IS BEING EXECUTED AS A DEED-IN-LIEU OF FORECLOSURE AND IT IS SPECIFICALLY INTENDED THAT THE LIEN OF THE MORTGAGE FROM OSCAR LEE BULLARD (DECEASED) AND OLA B. BULLARD, HUSBAND AND WIFE, ORIGINALLY IN FAVOR OF BANKUNITED, FSB, DATED MAY 12, 2006, AND RECORDED MAY 26, 2006, IN OFFICIAL RECORDS BOOK INSTRUMENT NUMBER: #0614308027 OF COOK COUNTY, ILLINOIS, AND ASSIGNED TO CONSNUMER SOLUTIONS 3, LLC, BY THAT CERTAIN ASSIGNMENT OF MORTGAGE RECORDED IN OFFICIAL RECORDS BOOK INSTRUMENT 1105311054 OF COOK COUNTY, ILLINOIS, AND AS ASSIGNED TO DLJ MORTGAGE CAPITAL, INC, BY THAT CERTAIN CORRECTIVE ASSIGNMENT OF MORTGAGE RECORDED IN OFFICIAL RECORDS BOOK INSTRUMENT #2102655189, AS ASSIGNED TO U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE FOR CV MORTGAGE LOAN TRUST 2013-3 BY ASSIGNMENT OF MORTGAGE RECORDED IN OFFICIAL RECORDS BOOK INSTRUMENT #1920508129, AND ASSIGNED TO AS TRUSTEE OF THE SCIG SERIES III TRUST BY ASSIGNMENT OF MORTGAGE RECORDED JULY 24, 2019, INSTRUMENT NO. 1920508130, OF COOK COUNTY, ILLINOIS, WILL NOT MERGE INTO THE TITLE HELD BY U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE OF THE SCIG SERIES III TRUST, SAID MORTGAGE SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL SATISFIED BY U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE FOR CV MORTGAGE LOAN TRUST 2013-3, IT BEING THE EXPRESS INTENTION OF THE PARTIES THAT THERE SHALL BE NO MERGER OF ANY SAID LIEN WITH THE TITLE OR OTHER INTEREST OF GRANTEE BY VIRTUE OF THIS CONVEYANCE, AND THE PARTIES PROVIDE THAT SUCH INTEREST IN THE LIEN ON ONE HAND AND THE TITLE ON THE OTHER SHALL BE AND REMAIN AT ALL TIMES SEPARATE AND DISTINCT.

By acceptance and recording of this Deed in Lieu of Foreclosure, Grantee and its affiliate (the mortgagee on the mortgage described below, hereafter "Affiliate") covenants and agrees that it shall forever forebear taking any action whatsoever to collect against Grantor on the obligations which are secured by the mortgage/deed of trust (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceedings to foreclose that mortgage, Grantee shall not seek, obtain or permit a deficiency judgment against Grantors, their heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the event that Grantor attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to Grantee.

The total consideration for the execution of this Deed in Lieu of Foreclosure is equal to, represents the fair value of the property, and includes the fair and reasonable value of the Grantor's interest in

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the property.

This Deed in Lieu of Foreclosure is executed voluntarily and not as the result of duress or threats of any kind, and is not given to hinder, delay or defraud the rights of creditors or contravene the bankruptcy laws of the United States.

This Deed in Lieu of Foreclosure is not given as security for payment or repayment of money or indebtedness or as security of any kind or nature, and there is no agreement or understanding, oral or written, between Grantor and Grantee, or any other person, with respect to a reconveyance of the Property to the Grantor, or to a sale or conveyance to anyone else for the benefit of Grantor, or to any division of any proceeds realized from the property by sale or otherwise.

Possession of the property has been surrendered and delivered to the Grantee and Grantor intends by this Deed in Lieu of Foreclosure to vest the absolute and unconditional title to the property in Grantee and forever to estop and bar Grantor and Grantor's heirs, executors or administrators from having or claiming any right, title or interest of any nature whatsoever, either in law or in equity or in possession or in expectancy, in and to the property.

Grantor does hereby assign and transfer to Grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage 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.

The true and actual consideration for this transfer consists of Grantee's waiver of its right to bring an action against Grantor based on the promissory note secured by the mortgage described above.

In interpreting this deed, where the context so requires, the singular shall be deemed to include the plural and the plural to include the singular, and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In witness whereof, said Grantor has signed and sealed these presents the day and year first below written. When the context requires, singular nouns and pronouns include the plural.

REAL ESTATE TRANSFER TAX 08-Apr-2024



|               |                   |
|---------------|-------------------|
| CHICAGO:      | 915.00            |
| CTA:          | 366.00            |
| <b>TOTAL:</b> | <b>1,281.00 *</b> |

20-25-410-031-0000 | 20240301652356 | 0-968-797-744

\* Total does not include any applicable penalty or interest due.

REAL ESTATE TRANSFER TAX 08-Apr-2024



|               |               |
|---------------|---------------|
| COUNTY:       | 61.00         |
| ILLINOIS:     | 122.00        |
| <b>TOTAL:</b> | <b>183.00</b> |

20-25-410-031-0000 | 20240301652356 | 0-987-483-696

[Signatures and acknowledgements follow on next page]



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## EXHIBIT "A"

### ESTOPPEL AFFIDAVIT

STATE OF IL. )  
 ) SS:  
COUNTY OF Cook )

Ola B. Bullard, a widowed woman, being first duly sworn, depose and say: "That she is the identical party who made, executed and delivered that certain Deed in Lieu of Foreclosure to U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE FOR CV MORTGAGE LOAN TRUST 2013-3, dated 12/18, 2023 conveying the following described property to wit:

### LEGAL DESCRIPTION

**ALL THAT PROPERTY SITUATE IN THE COUNTY OF COOK AND STATE OF ILLINOIS DESCRIBED AS:**

**THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:**

**LOT 6 IN THE RESUBDIVISION OF LOTS 11 TO 18 IN BLOCK 2 IN SUBDIVISION OF BLOCK 4 IN CAROLYN'S SUBDIVISION OF WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**STREET ADDRESS: 7642 SOUTH MERRILL AVENUE, CHICAGO, IL 60649**

That the aforesaid Deed in Lieu of Foreclosure was intended to be and was an absolute conveyance of the title to said premises to U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE FOR CV MORTGAGE LOAN TRUST 2013-3, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiants as Grantors in said Deed in Lieu of Foreclosure to convey, and by said Deed in Lieu of Foreclosure these affiants did convey to U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE FOR CV MORTGAGE LOAN TRUST 2013-3, therein all their right, title and interest absolutely in and to said premises; that possession of said premises has been surrendered to U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE FOR CV MORTGAGE LOAN TRUST 2013-3.

That the Grantor has no equity in the Property and the consideration for the Deed in Lieu of Foreclosure is set forth more fully in that certain Deed in Lieu of Foreclosure Agreement executed contemporaneously herewith.

That the Deed in Lieu of Foreclosure and conveyance were made by Grantor as a result of its request.

That at the time of making the Deed in Lieu of Foreclosure, Grantor agrees that the consideration

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set forth in the Deed in Lieu of Foreclosure Agreement represents a fair value of the Property subject only to a first mortgage of record given to BANKUNITED, FSB on May 12, 2006 and recorded on May 26, 2006, in Official Records Book Instrument Number: 0614308027 of the public records of Cook County, State of Illinois.

Grantor is not obligated under any bond or other mortgage except as set forth herein, whereby any lien has been created against the Property.

That the Deed in Lieu of Foreclosure is executed voluntarily and not as the result of duress or threats of any kind, and is not given to hinder, delay or defraud the rights of creditors or contravene the bankruptcy laws of the United States.

That in execution and delivery of said Deed in Lieu of Foreclosure 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 in Lieu of Foreclosure was not given as a preference against any other creditor or the affiant or either of them, that at the time it was given there was no other person or persons, firms or corporations, other than U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE FOR CV MORTGAGE LOAN TRUST 2013-3, who have interest, either directly or indirectly, in said premises; that these affiants 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.

That the consideration for said Deed in Lieu of Foreclosure was, and is, by U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE FOR CV MORTGAGE LOAN TRUST 2013-3, an 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, in addition to other good and valuable consideration. The mortgage referred to herein was executed by the undersigned to BANKUNITED, FSB on May 12, 2006, and recorded on May 26, 2006, in Official Records Book Instrument Number: 0614308027 of the public records of Cook County, State of Illinois. 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, or more.

This affidavit is made for the protection and benefit of U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE FOR CV MORTGAGE LOAN TRUST 2013-3, its successors and/or assigns, and all other parties hereafter dealing with or may acquire an interest in the property herein described.

This affidavit is made for protection and benefit of the Grantee in said Deed, his successors and assigns, and all other parties hereunder dealing with or who may acquire an interest in the property herein described, and particularly for the benefit of WFG National Title Insurance Company which is about to insure the title to said property in reliance thereon, and any other title company which



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may hereafter insure the title to said property.

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.

WE (THE BORROWERS) UNDERSTAND THAT WE HAVE A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED IN LIEU OF FORECLOSURE AND AFFIDAVIT. WE HAVE EITHER DONE SO OR ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

WITNESSES:

Jack F. Holt  
 Print Name JACK F. HOLT

Stacy Bullard  
 Print Name Stacy Bullard

Ola B. Bullard  
 Name: Ola B. Bullard

STATE OF IL )  
 ) SS:  
 COUNTY OF Cook )

The foregoing was acknowledged before me  in my physical presence or  via remote online notarization this 18 day of December 2023, by Ola B. Bullard, who is ( ) personally known to me, OR (  ) has produced drivers license as identification.



Heather Ann Griffith  
 NOTARY PUBLIC  
Heather Ann Griffith  
 Printed Name of Notary Public

My commission expires: 10/6/2027