

Cook County Recorder



AGREEMENT FOR DEED IN LIEU OF FORECLOSURE

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DEED IN LIEU OF F	<u>ORECLOSURE</u>
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This Agreement (the "Agreement") is	made and entered into this day of
by and between C	Charles K. Faber and Carolyn E. Faber
(hereafter referred as "Faires") whose address	is 1202 Prospect Ave., Willow Springs,
	15 1202 1105pott 1100, 17 1100 11 11 11 11 11 11 11 11 11 11 11 1
Illinois 60480; and	

Associates Home Equity Services Company, Inc., (f/k/a Ford Consumer Finance Company, Inc.), an Illinois Corporation, (hereafter referred to as "Associates"), Having its principal office at 250 I ast Carpenter Freeway, Irving, Texas 75062.

Recitals

- A. Fabers are the fee simple title owners in and to certain real property, together with all improvements situated thereon (collectively "Property"), located within the County of Cook and State of Illinois. This real property is more particularly described in EXHIBIT "A" attached to and incorporated by reference to this Agreement.
- B. Associates is the owner and holder of a promissory note ("No e"), executed by Fabers and dated February 14, 1994, in the original amount Twenty Nine Thousand Seven Hundred Fifty Dollars and No Cents (\$29,750.00). The Note evidences a loan agreement ("Loan") in that amount.
- C. The loan is further evidenced and secured by a Mortgage ("Mortgage"), executed by Fabers and dated February 14, 1994 and recorded on February 23, 1994 in the Office of the Recorder of Deeds of Cook County as Document Number 94 172 214. The Mortgage establishes a lien on and security interest in the property.
- D. A material default, as defined by the Note and Mortgage, has occurred by reason of the failure of Fabers to pay installments of principal and interest due and owing to Associates pursuant to the terms and conditions of the Note and Mortgage.

- 1. The default occurred for the payment due August 14, 1998.
- 2. The unpaid principal balance is Twenty Nine Thousand Four Hundred Twenty Dollars and No Cents (\$29, 420.00).
- 3. The per diem interest accruing is Twelve Dollars and Eighteen Cents (\$12.18).
- E. The outstanding principal, accrued interest, together with all other costs, charges and fees, (collectively "Mortgage Debt"), are secured by the Mortgage.
- F. The Mortgage Debt is justly due, owing and delinquent and there is no offset, defense, or counterclaim that Fabers has or could sustain in connection therewith.
- G. Associates has demanded that Fabers pay the Mortgage Debt but Fabers have failed to do so.
- H. Associates has inc immediate right to pursue all of its rights and remedies pursuant to the Loan and Mortgage.
- I. Fabers have requested that, in view of the lack of equity in the Property and to Avoid further time-consuming, expensive and needless litigation, Associates accept a settlement, pursuant to which the Property would be transferred to Associates by Fabers. Fabers would be released from any personal in bility for a money or deficiency judgment upon the Loan and Mortgage. Associates is willing to accept such a settlement, but only upon the terms and conditions hereinafter set forth.
- J. Fabers acknowledge that transfer of the Proper y to Associates, together with a release from further obligation under the Note and Mortgage are of direct and substantial benefit to them and such transaction constitutes fair and advarate consideration for Fabers' entry into this transaction.
- K. Associates acknowledge that transfer of the Property to it, including all rights of equitable and statutory redemption, without the necessity of litigation, is or direct and substantial benefit to it, and constitutes fair and adequate consideration for Associates entry into this transaction.
- L. Fabers and Associates acknowledge and agree that the transfer of the Property is for reasonably equivalent value.

Agreement

NOW THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS, together with the mutual covenants and promises contained in this Agreement and other good and valuable consideration, including the release by Associates of Fabers from personal liability in Recital I, the receipt and sufficiency of which is mutually acknowledged, Fabers and Associates agree as follows:

Article 1
Conveyance

Instead of repaying in cash all sums evidenced secured by the Loan and Fabers and in lieu of Associates's foreclosure criss liens on the property:

- A. At the closing or transfer, Fabers shall execute and deliver to Associates, in a form and content satisfactory to Associates, Fabers' warranty deed ("Deed"), in recordable form, conveying the Property. This conveyance shall be free of any right of redemption and otherwise be in accordance with for agreement.
- B. In consideration of Fabers' execution and cenvery of the Deed and the performance of other Obligations set forth in this Agreement. Associates hereby releases and discharges Fabers, and Fabers hereby discharge Associates, from any and all obligations under the Loan and Mortgage.
- C. This Conveyance is executed in mutual good faith between the parties and is not intended to hinder, delay or defraud any creditor of Fabers.
- D. The Deed is not given as security for the payment of money or inceptedness, or as security of any kind or nature.
- E. It is the express intent of the parties to this Agreement that all liens and security interests created, represented or perfected by the Loan and Mortgage shall be retained by Associates and shall not be released or canceled at the Closing or transfer. In no event shall the liens or security of the Mortgage or any of the other Loan documents against the property merge with the fee title, but rather, shall remain at all times separated and distinct, notwithstanding any union of interest in Associates. The lien of Associates on the property established by the Loan and Mortgage shall be and shall remain at all times a valid and continuous lien upon the Property until and unless this lien is released by Associates.

F. It is the express intent of the parties that this Agreement of Conveyance shall not be deemed a waiver by Associates of any claim of priority pursuant to the Loan and Mortgage over any other liens, mortgages, security interests, or encumbrances of any kind of nature, now existing or hereafter placed upon the Property, or any part of it.

Article 2 Fabers' Warranties, Representations, and Covenants

Fabers warrants and represents, upon which warranties and representations Associates has relied and will continue to rely, that as of the date of this Agreement and as of the Closing or transfer:

- A. Fabers are the sole owners of lee simple title to the property.
- B. Fabers have the power, capacity and authority to execute and deliver this Agreement and the transfer documents to Associates.
- C. Fabers have not transferred, nor will transfer, by sale, assignment, or otherwise, to any person, partnership, corporation, or other entity, all or any part of any right, title, or interest which they may have in and to the property to the date of this Agreement other than pursuant to the Loan and Mortgage.
- D. Except as set forth in this Agreement, Fabers have not entered into any contract to sell, lease or mortgage the property, or any portion or interest of it. There are no leases or any oral or written contracts or agreements in effect or in existence with respect to the Property.
- E. The transfer documents convey to Associates good and marketable title to the Property, free and clear of all liens, including judgment liens, security interests, encumbrances, agreements, encroachments, overlaps, special assessments, claims, leases, tenancies, adverse interest, federal or state taxes or defects except: (a) the liens and security interests established pursuant to the Loan and Mortgage; (b) permitted exceptions; and (c) title exception which are not permitted exceptions which will be insured by the Title Insurance at Closing.
 - F. There are no employment, union, purchase, brokerage, service, management

or maintenance contracts, agreements, obligation, commitments, or arrangements, written or oral, with respect to the Property which cannot be canceled or terminated by Associates without the payment of a premium or penalty or upon not more than thirty (30) days' written notice.

- G. No materials have been delivered to the Property nor has any labor been performed upon the Property for four (4) months prior to the date of this agreement. No materialman, supplier, laborer, or any other person has the right to place or maintain, or has placed or maintained, a lien against the Property, and there are no perfected or inchoate parties any affidavits, waivers, or sworn statements that may be required by Associates or the Title Company to evidence Fabers' representations and warranties contained in this paragraph.
- H. The Property and its use comply with all laws, rules and regulations of each governmental agency having any jurisdiction over the Property or any part of it.
- I. Fabers have not received any written notice with respect to the Property, or its use, from any governmental agency of violations of any laws or ordinances, rules, regulations or orders, including but not limited to those relating to zoning, building, fire, environmental, health and/or safety, that have been resolved to the satisfaction of the issuer of the notice.
- J. No condemnation proceedings relating to the Property are pending, and, to the best of Fabers' knowledge, none are threatened
- K. There is no actual or threatened litigation involving or affecting the Property. shall defend, indemnify, and hold Associates harmess from any liability, costs, and expenses, including reasonable attorney's fees arising from any litigation or threatened litigation as of the date of this Agreement, involving or affecting the Property and Fabers' ownership and use of it.
- L. From and After the date of Closing or Transfer, Fabers agree to defend, indemnify and save Associates against any and all loss, cost, damage and liability, including all reasonable costs, legal and other expenses, resulting from any misrepresentation or breach of any warranty or covenant by Fabers under this Agreement. Fabers shall have a reasonable time to contest any claim; and, so long as Fabers are contesting any such claim in good faith, Associates shall not settle any claim.
- M. Fabers acknowledge and agree that the conveyance and transfer of the Property to Associates in accordance with the terms of this agreement is an absolute conveyance and transfer of all their rights, title, and interest therein, in fact as well as form, and was not is not now intended as a mortgage, trust conveyance, deed of trust, or security instrument of any kind. Fabers agree that the consideration for such conveyance and transfer is exactly as recited in this Agreement. Fabers acknowledge that they have no further interest (including rights of possession, repurchase, cure, or redemption) or claim in and to the Property or to the proceeds and profits, if any, which may be derived

from the property, during the period of ownership of or upon subsequent resale or conveyance by Associates, of any kind whatsoever.

- N. Neither Charles K. Fabers nor Carolyn E. Fabers are "a foreign person" as the term is defined in Section 1445(f) of the Internal Revenue Code.
- O. This Agreement is the valid and legally binding obligation of Fabers and enforceable in accordance with its terms.

- A. Concurrently with the execution of this Agreement, Fabers shall deliver possession of the Property to Associates. Associates shall have the right to manage, operate, use and possess the Property to the total exclusion of Fabers and shall have the immediate right to sell and/or transfer the same or any part of for its own account to the total exclusion of Fabers.
- B. Fabers intend to vest the absolute and unconditional title to the Property in Associates, and to forever estop and bar Fabers and all of their successors in interest, creditors, or any other related or unrelated third party, form having or claiming any right, Juni, Office title, or interest of any nature whatsoever, either in law or equity, or in possession or in expectancy, in and to the Property or any part of it.

Article 4 Release of Personal Liability

- A. Associates hereby releases Fabers from all personal liability with respect to any and all of the terms, covenants, conditions, and agreements set forth in the Note and Mortgage.
- B. Fabers hereby release Associates in all respects from all liabilities and obligations upon the Note and Mortgage. Fabers also release Associates from any and all other claims, causes of action, or rights accruing to Fabers on or at any time prior to the date of this Agreement.

Article 5 **Payment of Cost and Fees**

- A. All costs of any escrow established by this Agreement shall be divided equally between Associates and Fabers.
- B. Notwithstanding Paragraph A, if any escrow created by this Agreement fails to close by reason of any default by any party to this agreement, all costs specified in the subsections of this Section 5 Shall be borne by the party at default.
- C. Associates shall pay the cost of securing the commitment for the Owner's title insurance policy and the cost of the policy ultimately issued.
- D. Associates shall pay the cost of recording any applicable documents, including sate, municipal and county transfer taxes.
- E. Associates shall be responsible for the reasonable fees and costs of its counsel in connection with the negotiation $c\hat{x}$ this Agreement. Fabers shall be responsible for the reasonable fees and costs of their counsel in connection with the negotiation of this County Clark Agreement.

Article 6 Escrow

A. The transaction contemplated by this Agreement may be closed through an escrow if necessary. If an escrow is necessary, it shall be pursuant to the previsions of an Escrow Agreement that shall be created by Associates and Fabers no later than the Closing Date. The Escrow Agreement among other parties (or their attorneys) and the Escrowee shall be in accordance with the general provisions of the usual form of escrow trust instruments for the purchase and sale of real property then in use by the Escrowee, with such special provisions inserted as may be required to conform with the provisions of this Agreement. This Agreement shall not be merged into the Escrow agreement, but the Escrow Agreement shall be deemed auxiliary to this Agreement, and as between the parties involved, the provisions of this Agreement shall govern and control.

Article 7 Miscellaneous

A. This Agreement is made in the State of Illinois and shall be construed in accordance with the laws thereof. If any provisions of this Agreement is in conflict with any statue of rule of law of the State of Illinois, or is otherwise unenforceable, such provision shall be deemed null and void only to the extent of such conflict or unenforceability and shall be considered separate from and shall not invalidate any other provisions of this Agreement.

B. Fabers acknowledge:

- 1. They have thoroughly read and reviewed the term and provisions of this Agreement and all attached exhibits, if any;
- 2 They are familiar with the terms of this Agreement; the terms are understood and are fully and unconditionally consented by them;
- 3. They have nad the full benefit and advice of counsel of their own selection, or have had the opportunity to obtain the benefit and advice of counsel of their own selection, in regard to understanding the terms, meaning and effect of this Agreement;
- 4. Their execution of this Agreement is done freely, voluntarily, with full knowledge, and without duress or threath of any kind;
- 5. They have relied on no other representations, either written or oral, Express or implied, made to them by Associates or any other party; and
- 6. That the consideration received by them under this Agreement has been actual and adequate.
- C. Associates and Fabers each acknowledge that there are no other agreements or Representations, either oral or written, express or implied, that are not embodied in this Agreement, and this Agreement, transfer documents and any exhibits attached represent a complete integration of all prior and contemporaneous agreements and understantings of Associates and Fabers.
- D. This Agreement shall be binding upon and inure to the benefit of Fabers and Associates, their respective heirs, executors, personal representatives, successors, assigns, grantees, and legal representatives, and no other party shall be a beneficiary hereunder.
- E. Fabers may not voluntarily assign or transfer their obligations under this agreement without the written consent of Associates. Nor may Associates voluntarily assign or transfer its obligations under this Agreement without Written consent of Fabers.
 - F. Time shall, in all respects, be of the essence.

G. This document can be signed in counterparts.

IN WITNESS WHEREOF, Fabers and Associates have executed this

Agreement as of the day and year first about	ve written.
	OWNERS:
DOOR CO	Charles K. Faber
Ox Co	Carolyn Faber
WITNESS	CO4/2*
Catrice Walker	Clark's Ox
	MORTGAGEE:
	Associates Home Equity Services Company, Inc. (f/k/a Ford Consumer Finance Company, Inc.)
	By Cashy Ja
	Its

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STATE OF ILLINOIS)
OUNTY OF COOK)
On this <u>39</u> day of <u>198</u> before me personally appeared Charles K. Faber and Carolyn E. Faber, to me known to be the persons that executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.
"OFFICIAL SEAL" MARIA J. GARCIA Pote y Public, State of Illinois My Control Island Expires Jan. 5, 1999 Notary Public
My commission expires: Jan. 5, 1999
Of County Clark's Office

EXHIBIT A LEGAL DESCRIPTION OF THE PROPERTY

THE SOUTH 25 FEET OF LOTS 1 TO 5 INCLUSIVE AND THE EAST ½ OF THE SOUTH 25 FEET OF LOT 6 IN BLOCK 10 IN DEWEY'S SUBDIVISION OF THE SOUTH 1819.8 FEET OF THE NORTH 1986.8 FEET OF THE EAST 1127.8 FEET AND THE SOUTH 290 FEET OF THE NORTH 2276.8 FEET OF THE EAST 837.3 FEET AND THE NORTH 290 FEET OF THE SOUTH 323 FEET OF THE EAST 987.3 FEET OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, I'LLINOIS.

PIN: 20 18 117 008

COMMONLY KNOWN AS: 5710 S. Seeley Ave., Chicago, Illinois 60636

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EXHIBIT B Affidavit and Certificate of Non-Foreign Status

Transferee of a	tion 1445 of the Internal Revenue Code of 1954, as amended. Provides that a United States real property interest must withhold tax if the seller is a foreign
United States r	form the transferee that withholding of tax is not required upon my disposition of a real property interest in property commonly known 5710 S. Seeley Ave., Chicago,
	to Associates Home Equity Services Company, Inc., (f/k/a Ford Consumer any, Inc.), (Transferee), pursuant to Agreement dated, 19,
	. Faber and Carolyn E. Faber, first duly sworn upon oath, do hereby certify the
C	
1.	We are not foreign persons or nonresident aliens for purposes of United Sates income taxation;
2.	Our United States taxpayer identifying numbers (or social security numbers in the event Vie do not have a taxpayer identification numbers) are: Social Security Numbers
	332-56-3345 and;
3.	Our home address is 1202 Prospect Ave., Willow Springs, Illinois 60480;
4.	This affidavit and certificate is made to induce Transferee to consummate the transactions described in any contemplated by the Agreement.
	derstand that this affidavit and certificate may be disclosed to the Internal Revenuensferee and that any false statement contained herein could be punished by fine,
imprisonment,	
	ms (whether capitalized or not) used but not defined here it shall have the same unings as in the United States Internal Revenue Code of 1954, as amended and the
	Treasury Department Income Tax Regulations in effect as of the cate of this
	penalties of perjury We declare that We have examined this affidavit and to the best of our knowledge and belief it is true, correct, and complete.
This a	affidavit and certificate is executed and delivered as of the day of
Chal	Caroline Saber
Charles K. Fal	carolyn E. Faber

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Dated: 12/ 29 , 19 94

Dated: 12/25, 1995

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STATE OF ILLINOIS)) ss.
COUNTY OF COOK)
On this <u>39</u> day of <u>100</u> , 19 <u>98</u> before me personally appeared Charles K. Faber and Carolyn E. Faber, to me known to be the persons that executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.
"OFFICIAL SEAL" MARIA J. GARCIA ivo ary Public, State of Illinois
hij Cramission Expires Jan. 5, 1999 Notary Public
My commission expires: $\sqrt{24.5, 1999}$
Of C
of County Clarks

STATE OF ILLINOIS)	
)	SS
COUNTY OF COOK)	

ESTOPPEL AFFIDAVIT

Charles K. Faber and Carolyn E. Faber, after first being duly sworn, depose and say:

FIRST – that they are the identical parties who made, executed and delivered a Deed to Associates Home Equity Services Company, Inc., (f/k/a Ford Consumer Finance Company Inc., an Illinois comporation (Associates), dated the _____ day of ______,1998 conveying the following described proper to wit:

THE SOUTH 23 FEET OF LOTS 1 TO 5 INCLUSIVE AND THE EAST ½ OF THE SOUTH 25 FEET OF LOT 6 IN BLOCK 10 IN DEWEY'S SUBDIVISION OF THE SOUTH 1819.8 FEET OF THE NORTH 1986.8 FEET OF THE EAST 1127.8 FEET AND THE SOUTH 290 FEET OF THE NORTH 2276.8 FEET OF THE LAST 837.3 FEET AND THE NORTH 290 FEET OF THE SOUTH 323 FEET OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20 18 117 008

COMMONLY KNOWN AS: 5716 S. Seeley Ave., Chicago, Illinois 60636.

SECOND – That prior to the above conveyance to Associates, they were the fee owners of the above property. This property was encumbered by *e* Mortgage to Associates, dated February 14, 1994 at the Office of the Recorder of Deeds in Cook County as Document Number 94 172 214. This mortgage was executed in the original amount of Twenty Nine Thomand Seven Hundred Fifty Dollars and No Cents (\$29,750.00), for which sum these deponent were personally liable.

THIRD – That these deponents voluntarily, without any fraud, dures, or undue influence on the part of Associates, or its agents, attorneys, or employees, conveyed the above premises by Warranty Deed to Associates dated _______, 199____. The Dead was accepted by Associates subject to the terms of this Affidavit, and the Warranty Deed was executed for good and valuable consideration, including the payment to this deponent of TEN AND NC/1CJ DOLLARS (\$10.00) by Associates, receipt of which is hereby acknowledged, and the assumption of Associates of all unpaid taxes, both regular and special, and the release of these deponents from all personal liability for such mortgage note, taxes, interest, or any other charges whatsoever covering the property above described. Notwithstanding any language to the contrary contained in the Warranty Deed, these deponents hereby acknowledge that the fee granted therein shall not merge with the lien of the Mortgage and that the property conveyed pursuant to the Deed shall remain subject to the Mortgage without further personal liability to the deponents.

FOURTH – That the Warranty Deed and conveyance from these deponents to Associates was executed as their own free and voluntary act and that the Deed was accepted at the request of these deponents. These deponents felt and still feel that, at the time of executing the Warranty Deed, the Mortgage indebtedness and other charges above mentioned represented a fair value of the property so deeded. The deponents further swear that the considerations above mentioned are absolutely fair and adequate and that said deponents' indebtedness on the Mortgage above mentioned for principal and

interest and the taxes which are now due on the above property is approximately the value, or greater than the value, of the property described.

FIFTH – These deponents, their heirs, and assigns, hereby declare that the warranty Deed which they have executed to Associates is to be construed at all times as conveying the full title and all interest in the above property, and not as security for any debt or conditional sale. Further, there has not been, not will be, any agreement between the deponents and Associates for these deponents to re-purchase or lease the above property from the grantee in the above warranty.

SIXTH – That the possession of the property was surrendered to Associates, and the property was vacated by these deponents at the time the Warranty Deed was delivered. At the time the Deed was given, there was no other person or persons, firm, or corporation, other than Associates, interested either directly or indirectly in the property. These deponents are not obligated upon any bond or other Mortgage whereby any lien has been created or exists against the property described in the Deed. These deponents in executing the Deed to Associates were acting in the advice or opportunity for advice of counsel and were not acting under any duress, undue influence, misapprehension, or misrepresentation by Associates, agent or attorney or other representative of Associates. It was the intention of these deponents as granter of the Warranty Deed to convey and by this Deed, did convey, to Associates, grantee in the Deed, all their rights, title, and interest absolutely, including their equity of redemption, in and to the pre-pipe described in the Deed.

These deponents further swear that they have had their legal rights in this transaction explained to them, or have had the opportunity for explanation, and that they have had full knowledge of the fact that they would have had a time period in which to redeem, had the Mortgage been foreclosed.

This Affidavit is made for the protection and benefit of the grantee in the Deed, Associates Home Equity Services Company, Inc., (f/k/a Ford Consumer Finance Company, Inc.), their successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described and shall bind the respective heirs, executors, administrators, successors, and assigns of the undersigned.

Charles K. Faber

WITNESSES.

JAM

(Signature)

(Print)

Subscribed to me this <u>29</u> day

Norary Public

nature)

(Signature)

JANICE BRAY (Print)

"OFFICIAL SEAL" IF MARIA J. GARCIA
Notary Public, State of Illinois
My Commission Expires Jan. 5, 1999

Mail to: James V. Noonan & Associates 122 S. Michigan Ave, Suite 1875 Chicago, IL 60603



WARRANTY DEED

Individual to Corporation

THE GRANTORS:

CHARLES K. FABER AND CAROLYN E. FABER

of the City of Chicage, County of Cook, State of Illinois, for and in consideration of TEN AND NO/100-----Doltars, and other good and valuable consideration and in hand paid,

CONVEY(s) AND WARRANT(s) TO

Associates Home Equity Services, Inc. (f/k/a Ford Consumer Finance Company, Inc.) a corporation created and existing under 2.02 by virtue of the Laws of the State and Illinois having its principal office at: 250 East Carpenter I reeway, Irving Texas 75062 the following described Real Estate situated in County of Cook in the State of Illinois, to wit;

THE SOUTH 25 FEET OF LOTS 1 TO 5 INCLUSIVE AND THE EAST ½ FO THE SOUTH 25 FEET OF LOT 6 IN BLOCK 10 IN DEWEY'S SUBDIVISION OF THE SOUTH 1819.8 FEET OF THE NORTH 1986.8 FEET OF THE EAST 1127.8 FEUT AND THE SOUTH 290.0 FEET OF THE NORTH 2276.8 FEET OF THE EAST 837.3 FEET AND THE NORTH 290 FEET OF THE SOUTH 323 FEET OF THE EAST 987.3 FEET OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

hereby releasing and waiving all rights under and by virtue of the Homestead Examption Laws of the State of Illinois.

SUBJECT TO: covenants, conditions and restrictions or record,

Permanent Real Estate Index Number(s): 20 18 117 008

Address of the Real Estate: 5710 S. Seeley Ave., Chicago, Illinois 60636.

FURTHERMORE: It is the express intent of these parties that the lien created by the Mortgage shall not merge with fee title with the conveyance of this instrument. Said lien shall remain at all times a valid and continuous lien upon the Property unless and until this lien is released of record by Associates.

Charles K. Faber

Zarolyn E. Fabe

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) SS.
County of Cook)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT:

Charles K. Faber and Carolyn E. Faber

personally known to me to be the same persons whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the use of and purposes therein set forth, including the release and walve of the right of homestead.

Given Under my hand end official seal this <u>39</u> day of <u>Wee</u>. 1998.

State of Illinois

"OFFICIAL SEAL" MARIA J. GARCIA

Notary Public, State of Illinois My Commission Expires Jan. 5, 1999

This instrument was prepared by: James V. Noonan & Associates

122 S. Michigan Avenue, Suite 1875

Chicago, Illinois 60603

Seal Subsequent Tax Bills to: Associates Home Equity Services Company, 250 East Carpenter Freeway, Irving Texas 75062

UNOFFICIAL COPY 19640

State of Arizona) County of Maricopa) On this The day of before me the undersigned Notary Public, personally appeared acknowledged that he/she is the FOROGONIO $\mathcal{A} \mathcal{Q}$ of the above corporation and that he/she executed the within instrument on behalf of said corporation as Beneficiary, being authorized so to execute. Property of Cook County Clerk's Office