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CONTRACT TO ACCEPT DEED IN PAYMENT OF MORTGAGE DEBT ESTOPPEL AND SOLVENCY AFFIDAVIT

STATE OF Illinois)
COUNTY OF Cook) SS.

Craig Golke and Valerie J. Golke, his wife being first each duly sworn on oath deposes and says:

That they are the identical parties who made, executed and delivered that certain deed of even date to The Secretary of Housing and Urban Development conveying the following described property, to-wit:

Lot 55 in Teninga and Co's Fifth Ivanhoe Manor, a Subdivision of Block 2, in Teninga and Co's Fourth Ivanhoe Manor being a Subdivision in the Southwest 1/4 of the Northwest 1/4 of Section 3, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. Commonly known as 240 E. 141st Place, Dolton, Illinois 60419.

Permanent Index no. 29-03-114-015 Vol. 194

together with all buildings thereon situated and the appurtenances thereunto belonging and appertaining.

That the aforesaid deed is an absolute conveyance of title to said property 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, and that possession of said premises has been surrendered to said grantee, or its successors or assigns; that the consideration in the aforesaid deed was and payment to deponent(s) of the sum of One Dollar (\$1.00) and other good and valuable consideration by the said grantee, or its successors or assigns, receipt of which is hereby acknowledged, together with the full cancellation of all debts, obligations, costs and charges heretofore existing under and by virtue of the terms of a certain mortgage (in default) heretofore existing on the property therein and hereinbefore described executed by Craig Golke and Valerie J. Golke, his wife as mortgagors to Fleet Mortgage Corp., as mortgagee, dated May 20, 1985 and recorded in the office of the Registrar of Title, Cook County, Illinois, on May 21, 1985 as Document No. 3436980, and the cancellation of record of said mortgage, which mortgage and the indebtedness secured thereby is now owned by Fleet Mortgage Corp. (hereinafter referred to as "mortgagee").

That the aforesaid deed of conveyance was made by these deponents as the result of their request that the said grantee and its successors or assigns accept such deed, and was their free and voluntary act; that at the time of making said deed these deponents felt and still feel that the mortgage indebtedness represents the fair value of the property so deeded;

3731201

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that said deed was not given as a preference against other creditors of the deponents or either of them; that at the time it was given there were no other person or persons, firms or corporations, other than the grantee in said deed or mortgagee interested, either directly or indirectly in said premises; that these deponents are solvent and have no other creditors whose rights would be prejudiced by said conveyance, and that deponents are not obligated upon any note bond or other mortgage or judgment whereby any lien has been created or exists against the premises described in said deed, and that deponents in offering to execute the aforesaid deed to the grantee therein, and in executing same, were not acting under duress, undue influence, misapprehension or misrepresentation by the grantee, or the agent or attorney or any other representative of the grantee, and that it was the intention of these deponents as grantors in said deed to convey to the grantee therein named all their right, title and interest absolutely in and to the premises described in said deed.

That the aforesaid deed of conveyance made by these deponents was 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 referred to hereinbefore, and that its receipt by the 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 the grantee. It is the intention of the parties hereto, supported by their representations and warranties of the deponent(s) that the grantee shall take unencumbered title, and therefore, the vesting of title such not operate to effect such a merger of interests as to extinguishment might serve to promote the priority of any subordinate interest to the aforesaid mortgage lien, which may be outstanding at the time of such vesting of title. The receipt and acceptance of said deed shall in no way restrict the right of the grantee or mortgagee, or their successors in interest from foreclosing the mortgage debt if foreclosure is deemed advisable.

Should it appear that title to the subject property is not unencumbered, said grantee may execute and deliver to deponent(s) a Quit Claim deed reconveying to deponent(s) all interest in said property which was conveyed by said warranty deed, which deed of reconveyance shall be filed for record and the deponent(s) hereby appoint the grantee or its agents to accept delivery of and file said Quit Claim deed for record; and in that event the mortgage referred to hereinbefore and the note secured thereby and every obligation and liability thereunder shall be in full force and effect the same as though this agreement had never been entered into.

Acceptance of said deed is conditional upon approval from the grantee, investor or insurer, as the case may be. Delay in rendering a decision on the part of said grantee, investor or insurer shall not be deemed to be an acceptance of the deed herein and shall not operate as an estoppel of the right of the grantee or mortgagee, or their successors in interest to

3731201

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3731201

foreclose the mortgage debt.

This Agreement is made for the protection and benefit of the grantee and the mortgagee, their successors and assigns, and all parties hereafter dealing with or who may acquire any interest in the property described in the aforesaid deed, and shall be binding on the respective heirs, executors, administrators and assigns of the deponents.

IN WITNESSETH, the parties have hereto set their hand(s) and seal(s) this 3rd day of June, 1988.

Craig Polke (SEAL)

Valerie J. Holke (SEAL)

Subscribed and Sworn to before me this 3rd day of June, 1988.

[Signature]
Notary Public

Fleet Mortgage Corp.
By: Shapiro & Kreisman

Shapiro & Kreisman as attorney/agent

Prepared by:
SHAPIRO & KREISMAN
1161 A Lake Cook Road
Deerfield, Illinois 60015
(312)945-6040

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

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Property of Cook County Clerk's Office

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1983 AUG 25 10 10
HARRY BUS' YOUNG
REGISTRATION TITLE

100-11180 NO.	Register of Tenders Titles HARRY BUS' YOUNG SANCHEZ
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SHAPIRO & KREISMAN
100 N LaSalle St
Suite 1210
Chicago IL 60602

Handwritten:
9/30/83
MCS