

39373-11

ESTUPPEL AND MECHANICS LIEN AFFIDAVIT

BUBBY D. RANDOLPH; JACKIE RANDOLPH;

being first duly sworn, desposes and says:

That they are the identical parties who made, executed and delivered that certain deed to THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT dated the 25<sup>th</sup> day of April, 1970, conveying the property commonly known as:

336 27TH AVE.  
BELLWOOD, IL. 60104

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 not and is not now intended as a mortgage, trust conveyance, or security of any kind, and that possession of said premises has been or will be surrendered to the said grantee; that the consideration in aforesaid deed was and is the full cancellation of all debts, obligations, costs and charges heretofore existing under and by virtue of the terms of a certain mortgage heretofore existing on the property therein and hereinbefore described executed by

BOBBY D. RANDOLPH; JACKIE RANDOLPH;

as mortgagors, to ADVANCE MORTGAGE CORPORATION, as Mortgagee, dated October 19, 1979, and registered/ recorded in the Office of the Registrar/Recorder of Deeds of Cook County, State of Illinois, and the cancellation of record by said grantee of said mortgage, provided there are no secondary liens or encumbrances to the said property.

That the aforesaid deed and conveyance was made by these deponents as the result of their request that the grantee 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 above mentioned represented a fair value of the property so deeded; that said deed was not given as a preference against any other creditors of 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 the grantee therein named, interested, 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 other mortgage 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 any duress, undue influence, misapprehension or misrepresentation by the grantee in said deed, and that it was the intention of these deponents as grantors in said deed to convey and by said deed these deponents did convey to the grantee therein all their right, title, and interest absolutely in and to the premises described in said deed.

Affiants further state that up to this date no contracts for the furnishing of labor or material on the foregoing premises have been

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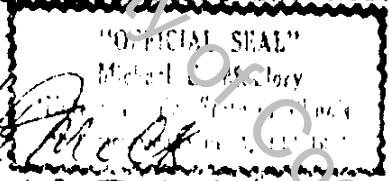
# UNOFFICIAL COPY

made, no improvements or repairs have been made on the premises described above or upon any building on said land, or any work done thereon which have not been fully completed and paid for, nor have any materials which have not been fully paid for been furnished for use upon said land or any building thereon, and that no contract of any kind has been made, nor anything done, suffered or permitted in relation to said land or any building thereon or improvement thereof, in consequence of which any lien may be claimed or enforced against said land under the Mechanics Lien laws of the state in which the foregoing property is located.

Affiants further state that no agreement or contract for conveyance, or deed or conveyance, or written lease, or writing whatsoever, is or are in existence adversely effecting the title to said premises.

This affidavit is made for the protection and benefit of the aforesaid grantee in said deed, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described therein, and shall bind the respective heirs, executors, administrators and assigns of the undersigned.

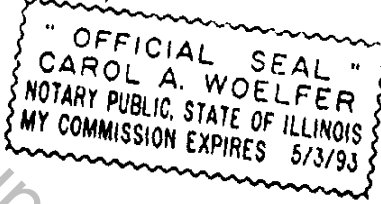
506/31, 1993



*Paul Randolf* (SEAL)  
*Bobby Randall* (SEAL)

Subscribed and sworn to before me this 27 day of June 1993

*Carol A. Woelfer*  
NOTARY PUBLIC



PA909735

LOT 38 IN BURGDUF'S ADDITION TO BELLWOOD, IN THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

commonly known as; 336 27TH AVE., BELLWOOD, IL. 60104.

TAX NO: 15-09-215-044

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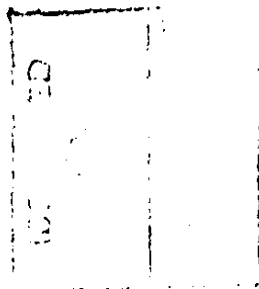
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Property of Cook County Clerk's Office

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COOK COUNTY CLERK'S OFFICE  
RECORDS & ADMINISTRATION



18 COURT HOUSE  
CHICAGO, IL 60603

*3937341*