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Cook County Recorder

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WARRANTY DEED IN LIEU OF FORECLOSURE (Individual to Individual)

THE GRANTOR,

WILLIE M. JONES a married man



of the City of Chicago, County of Cook, State of Illinois, for the consideration of Ten Dollars (\$10.00), and the release of Grantor from personal liability or a deficiency judgment under a first mortgage note dated April 28, 2000 in the principal amount of \$79,200.00, secured by a first mortgage dated May 22, 2000 which has been recorded by the Cook County Recorder of Deeds, and other good and valuable consideration, in hand paid, CONVEYS and WARRANTS to

Universal Financial Group Inc., 7804 College Dr., Unit 3N, Palos Heights, IL 60463

(Name and Address of Grantees)

all interest in the following described Real Estate situated in Cook County, Illinois, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXAMINIT A.

**Permanent Index Number:** 

25-28-103-008

Common Aduress: 607 West 119th Street

Chicago, Illinois 60628

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, TO HAVE AND TO HOLD said premises individually and in sole tenancy lorever.

SUBJECT TO: (a) General real estate taxes not due and payable at the time of closing; (b) Special taxes and assessments confirmed after the Contract Date; (c) Building, building lines, use and occupancy restrictions, conditions and covenants of record; (d) Zoning laws and ordinances which conform to the present usage of the premises; (e) public and utility easements which serve the Premises; (f) Public roads and highways, if any; (g) drainage ditches, feeders, laterals and drain tile, pipe or other conduit; (h) party wall rights and agreements; (I) Limitations and conditions imposed by the Illinois Condominium Property Act and condominium declaration, if applicable.

This Warranty Deed is an absolute conveyance and grant of all of Grantor's right, title and interest in the above-described real property and improvements thereon and easements and appurtenances thereto and is not intended as a mortgage, trust conveyance or security of any kind. By this Warranty Deed, Grantor acknowledges having sold, granted and conveyed the above-described real property and all improvements thereon and easements and appurtenances thereto to Grantee for a fair and adequate consideration.

Grantor further declares that (a) this conveyance is freely and fairly made, executed and delivered with the advice or opportunity for advice of legal counsel of Grantor's selection; (b) that there are no agreements, oral or written, other than this Warranty Deed (and all documents in connection therewith) with respect to the

Property of Coot County Clerk's Office

above-described real property and all improvements the eon and easing and appurtenances thereto; and (c) that fair and adequate consideration has been given for Grantor's waiver of all redemption and cure rights permitted by law.

Grantor and Grantee state that it is their express intention that the fee interest granted in this Warranty Deed in the above-described real property and all improvements thereon and easements and appurtenances thereto conveyed pursuant to this Warranty Deed shall not merge with or extinguish the lien of Grantee's Loan Documents, or the interests of Grantee or its successors or assigns, but will be and remain at all times separate and distinct, and that the above-described real property conveyed and all improvements thereon and easements and appurtenances thereto conveyed pursuant to this Warranty Deed shall remain subject to Grantee's Loan Documents. These Loan Documents shall remain in full force and effect until the lien created by Grantee's Loan documents is release and discharged by Grantee through a recorded written instrument.

The execution and delivery of this Warrant Deed is and shall be construed as Grantee's release of Grantor from any personal liability for deficiency judgment after the prosecution of a mortgage foreclosure action; provided, however, that the acceptance by Grantee of this Warranty Deed shall not prejudice, limit, restrict, or affect Grantee's or its successors' and assigns claims of priority under Grantee's Loan Documents over any other liens, charges, claims or encumbrances of any kind whatsoever, or the validity and enforceability of Grantee's Loan Documents except as set forth herein. Additionally, the release of all rights of Grantee against Grantors shanks based upon their representation and warranty that they have not committed or participated in any acts of includ or non-disclosure with respect to the origination, closing and funding of the subject mortgage loans and that the mortgage broker that originated the loan or the appraiser that appraised the subject real property did not engage in any acts of fraud or non disclosure with respect to the subject mortgage loans. In the event that these representations and warranties are false or untrue, then Grantee's obligation to release Grantors of all liability shall be null and void.

DATED this Alday of August, 2001.

Wille M. Jones (Seal)

(Seal)

MAIL THIS INSTRUMENT AND

SUBSEQUENT TAX BILLS TO: EDWIN A. GAUSSELIN, ESQ. 7804 COLLEGE DR., UNIT 3N PALOS HEIGHTS, IL 60463

Prepared By: Edwin A. Gausselin, Esq., 7804 College Dr., Unit 3N, Palos Heights, IL 60463

State of Illinois )
County of Cook ) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named individuals, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 4 day

OFFICIAL SEAL TRACIE DEVENNEY

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:02/28/05 My Commission Expires: 9-28-5

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#### **EXHIBIT A**

Lot 3 in Block 9 in Resubdivision of part of West Pullman lying in the Northwest ¼ and the West ½ of the Northeast ¼ of Section 28, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Exempt under Res	al Estate Transfer Tax Law 35 ILCS 200/31-45 and Cook County Ord 93-0-27 par
Date 8/16/01	Sign. Edwind Courselen

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THE GRANTOR OR HIS AGENT AFFIRMS THAT, TO THE BEST OF HIS KNOWLEDGE, THE NAME OF THE GRANTEE SHOW ON THE DEED OF ASSIGNMENT OF BENEFICIAL INTEREST IN A LAND TRUST IS EITHER A NATURAL PERSON, AN ILLINOIS CORP. OR FORIGN CORPORATION AUTHORIZED TO DO BUSINESS OR ACQUIRE AND HOLD TITLE TO REAL ESTATE IN ILLINOIS, A PARTNERSHIP AUTHORIZED TO DO BUS-INESS OR ACQUIRE AND HOLD TITLE TO REAL ESTATE IN ILLINOIS, OR OTHER ENTITY RECOGNIZED AS A PERSON AND AUTHORIZED TO DO BUSINESS OR AQUIRE TITLE TO REAL ESTATE UNDER THE LAWS OF THE STATE OF ILLINOIS.

DATE August 16 2001	·• ,
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THE GRANTEE OR HIS AGENT AFFIRMS AND VERIFIES THAT THE NAME OF THE GRANTEE SHOW ON THE DEED OF ASSIGNAENT 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 ACQUIRE AND HOLD TITLE TO REAL LETATE 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 ILL.

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BY THE SAID OF

NOTARY PUBLIC

MARLO THOMAS NOTARY PUBLIC, STATE OF ILLINOIS Y GOMMISSION EXPIRES:07/23/06

NOTE: ANY PERSON WHO KNOWINGLY SUBMITS A FALSE STATEMENT CONCERNING THE IDENTITY OF A 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 EX-EMPT UNDER THE PROVISIONS OF SECTION 4 OF THE ILLINOIS REAL ESTATE TAX



EUGENE "GENE" MOORE

NAME SANGE OF COUNTY COUNTY CONTICO CONSTRUCTION OF THE PROPERTY O