



0020034375

Property of Cook County

WARRANTY DEED

MARY P. WITKOWSKI, divorced and not since remarried ("Grantor"), whose address is 181 Country Club Road, Chicago Heights, Illinois 60411, in consideration of:

(i) the payment of Ten and no/100ths dollars (\$10.00), the execution of a settlement agreement of even date herewith ("Settlement Agreement") between Grantor and GREAT LAKES BANK, N.A., a national banking association, as successor to Bank of Homewood, an Illinois state bank ("Grantee"), having its principal office at 13057 South Western Avenue, Blue Island, Illinois 60406;

(ii) the release of Grantor, to the extent and as provided in the Settlement Agreement, from personal liability for a money judgment or deficiency judgment under that certain first mortgage note dated February 24, 1997, payable to the order of Grantee, in the principal amount of SIXTY-SIX THOUSAND NINE HUNDRED AND NO-HUNDREDTHS DOLLARS (\$66,900.00), as modified by that certain Change in Terms Agreement dated February 1, 2001 by and between Mortgagor and Mortgagee (as so modified, the "Note"), which Mortgage established a first lien and security interest in the Property; together with interest thereon at the rate therein stated, and, as security therefor, that certain Mortgage of even date with the Note, recorded in the office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on March 5, 1997 as Document No. 97148018, as modified by Modification of Mortgage dated August 1, 1999 and recorded in the Recorder's Office as Document No. 99844982, and as further modified by Modification of Mortgage dated February 1, 2000, recorded in the Recorder's Office on May 30, 2000 as Document No. 00387330, and as further modified by Modification of Mortgage, recorded in the Recorder's Office as Document No. 0010306565 (as so modified the "Mortgage"); that certain Assignment of Rents of even date with the Note, recorded in the Recorder's Office on March 15, 1997 as Document No. 97148019 ("Lease Assignment"), and that certain Mortgage dated February 1, 2001, recorded in the Recorder's Office on Mortgage dated February 1, 2001, recorded in the Recorder's Office on April 16, 2001 as Document No. 0010306546 (the "Other Mortgage"), which Other Mortgage established a junior lien and security interest in the real property commonly known as 181 Country Club Road, Chicago Heights, Illinois 60411, and other "Security Documents" (as defined in the Settlement Agreement); and

(iii) other good and valuable consideration, hand paid, the receipt and sufficiency of which is hereby acknowledged,

DOES HEREBY SELL, GRANT, AND CONVEY TO GRANTEE:

the real property located within the County of Cook and State of Illinois, which real property is

BOX 333-CT1

EXEMPTION APPROVED

12-7-01 Rachel M. Vega

CITY CLERK CITY OF CHICAGO HEIGHTS

7954787 02RP

Handwritten signature

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commonly known as 1305 Campbell Avenue, Chicago Heights, Illinois 60411, and more particularly described on Exhibit A attached hereto and incorporated herein, together with all improvements thereon and easements and appurtenances thereto (the "Property"),

subject only to the lien of the Mortgage and other Security Documents (collectively, "Grantee's Loan Documents"), unpaid real estate taxes, easements, restrictions, and other matters of record, matters disclosed by a current survey of the real property and the improvements thereon, and the rights of parties in possession.

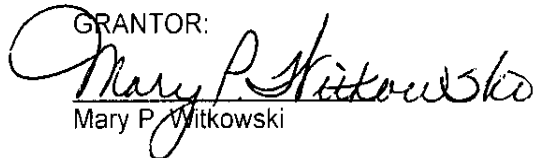
This Warranty Deed is an absolute conveyance and grant of all of Grantor's right, title, and interest in and to the Property and improvements thereon and easements and appurtenances thereto and is not intended as a mortgage, trust conveyance, or security of any kind, Grantor having sold, granted, and conveyed the 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 pursuant to the terms of the Settlement Agreement and with the advice, or opportunity for advice, of legal counsel of Grantor's selection; (b) there are no agreements, oral or written, other than this Warranty Deed and the Settlement Agreement (and all documents referred to therein and executed in connection therewith) with respect to the Property and all improvements thereon and easements and appurtenances thereto described above; and (c) that fair and adequate consideration has been given for Grantor's waiver of all redemption and cure rights permitted by law as more fully set forth in the Settlement Agreement.

Grantor and Grantee state that it is their express intention that the fee interest herein granted in the 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 thereunder, but will be and remain at all times separate and distinct, and that the Property conveyed and all improvements thereon and easements and appurtenances thereto conveyed and all improvements thereon and easements and appurtenances thereto conveyed pursuant hereto shall remain subject to Grantee's Loan Documents, and Grantee's Loan Documents shall remain in full force and effect now and hereafter until and unless the Property and all improvements thereon and easements and appurtenances thereto shall be sold at a foreclosure sale or the lien of Grantee's Loan Documents shall be discharged by Grantee through a recorded written instrument.

The execution and delivery of this Warranty Deed is and shall be construed as Grantee's release of Grantor from any personal liability to the extent and as provided in the Settlement Agreement; 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.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed as of the 6TH day of December, 2001.

GRANTOR:

Mary P. Witkowski

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

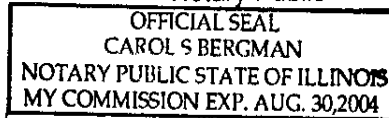
On this ___ day of December, 2001, before me personally appeared Mary P. Witkowski, to me known to be the person that executed the within Warranty Deed and acknowledged to me that s/he executed the same as his/her free act and deed.

Given under my hand and official seal, this 6 day of December, 2001.

Carol S Bergman

Notary Public

My Commission Expires: 8/30/2004



of Cook County
Exempt from State of Illinois Real Estate Transfer Tax pursuant to Ill. Rev. Stat., C. 120, §1004, as amended.

Tax Statements for the real property described in this instrument should be sent to:

Great Lakes Bank, N.A.
12057 South Western Avenue
Blue Island, Illinois 60406

This document was drafted by
and is to be returned to:

John E. Vranicar, Esq.
Field & Golan
70 West Madison Street, Suite 1500
Chicago, Illinois 60602

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EXHIBIT "A"

Legal Description

LOT 2 AND THE SOUTH 8.15 FEET OF LOT 1 IN BLOCK 5 IN PRAIRIE VIEW, A SUBDIVISION OF PART OF THE SOUTH ½ OF THE NORTHWEST ¼ OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N.: 32-20-114-002

Property of Cook County Clerk's Office

20034375

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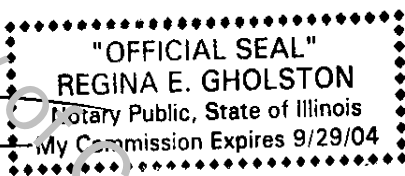
STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment 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 estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated December 28, 2001 Signature: Richard E. Freedman
Grantor or Agent

Subscribed and sworn to before me by the
said Richard E. Freedman
this 28th day of December

12/2001
Reg T/H
Notary Public

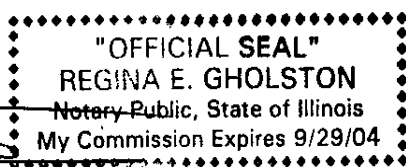


The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated December 28, 2001 Signature: Richard E. Freedman
Grantee or Agent

Subscribed and sworn to before me by the
said Richard E. Freedman
this 28th day of December

12/2001
Reg T/H
Notary Public



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 exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]