

UNOFFICIAL COPY



Doc#: 0533539057 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 12/01/2005 11:09 AM Pg: 1 of 5

RETURN TO:
Wheatland Title
39 Mill Street
Montgomery, IL 60538

40700500-669 (1 of 1)

REO/LN 24695/53673414-CY

SPECIAL WARRANTY DEED IN TRUST

THE GRANTOR, DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE OF ARGENT SECURITIES, INC., ASSET BACKED PASS-THROUGH CERTIFICATES, SERIES 2003-W8 UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF DECEMBER 1, 2003, WITHOUT RECOURSE, duly authorized to transact business in the State of Illinois, party of the first part, for and in consideration of Ten and No/100's Dollars, (\$10.00) in hand paid, CONVEYS and WARRANTS to FIRST MIDWEST BANK AS TRUSTEE OR AS SUCCESSOR TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 6, 1998, AND KNOWN AS TRUST NO. 98-6353, (hereinafter referred to as "said trustee", regardless of the number of trustees,) and unto all and every successor or successors in trust under said trust agreement, the following described Real Estate, situated in the County of Cook, in the State of Illinois, to-wit:

THE EAST 1 FOOT OF LOT 50, LOT 51 AND THE WEST 7 1/2 FEET OF LOT 52 IN BLOCK 4 IN WALTER H. FIELD'S ADDITION TO PULLMAN, BEING A SUBDIVISION OF BLOCKS 3, 4, 5, AND 6 IN ALLEN'S SUBDIVISION OF THE WEST 49 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

And the party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the party of the second part, its heirs and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND DEFEND, subject to:

General real estate taxes for 2005 and subsequent years; special assessments confirmed after the date of the contract to purchase the property; building, building line and use or occupancy restrictions, conditions and covenants of record; zoning laws and ordinances; easements for public utilities; and drainage ditches, feeders, laterals and drain tile, pipe, or other conduit.

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

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Full power and authority are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof; to dedicate parks, streets, highways or alleys; to vacate any subdivision or part thereof, and to resubdivide said property as often as desired; to contract to sell; to grant options to purchase; to sell on any terms; to convey either with or without consideration; to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee; to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof; to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter; to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals; to partition or to exchange said property, or any part thereof, for other real or personal property; to grant easements or charges of any kind; to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof; and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said trust agreement was in full force and effect; (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder; (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

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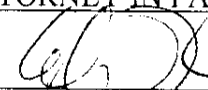
And the said grantors hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

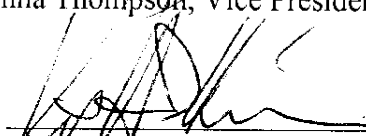
Address of Property: 134 West 118th Street Chicago, IL 60628

Permanent Real Estate Index Number: 25-21-418-039-0000

DATED this 21st day of November, 2005.

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE OF ARGENT SECURITIES, INC., ASSET BACKED PASS-THROUGH CERTIFICATES, SERIES 2003-W8 UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF DECEMBER 1, 2003, WITHOUT RECOURSE . BY AMC MORTGAGE SERVICES, INC AS ATTORNEY IN FACT.

By 
Donna Thompson, Vice President

Attest: 
Kip Adkins, REO Manager

**NOTARY ACKNOWLEDGEMENT ATTACHE

City of Chicago
Dept. of Revenue
406853
12/01/2005 09:58 Batch 05317 3



Real Estate
Transfer Stamp
\$675.00

This instrument was prepared by: Attorney Donald C. Marcum, Wheatland Title Building, 39 Mill Street, Montgomery, Illinois 60538 (630)892-2323, ext. 234

Mail to:

Wheatland Title Guaranty Company
39 Mill Street
Montgomery, Illinois 60538

Send Subsequent Tax Bills to:

First Midwest Bank Trust #198-6353
17500 S Oak Park Ave
Timley Park IL 60477

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

REO/LN# 24695/53673414-CY
State of California

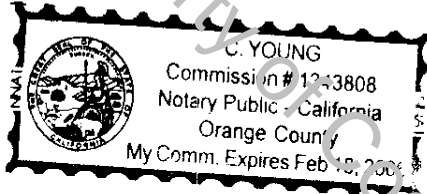
County of Orange } ss.

On November 21, 2005 before me, C. Young
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared, Donna Thompson and Kip Adkins
Name(s) of signer(s)

- Personally known to me
- Proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Place Notary Seal Above

C. Young
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document : Special Warranty Deed

Document Date: _____

Number of Pages: _____

Signer(s) C

Capacity(ies)

Signer's Name

Individual

Corporation

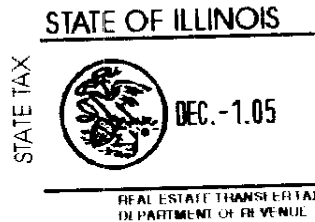
Partner

Trustee

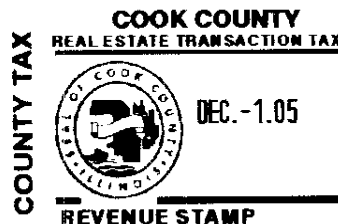
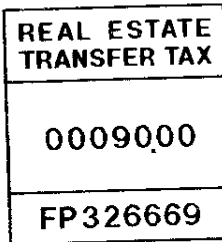
Guardian or

Other: _____

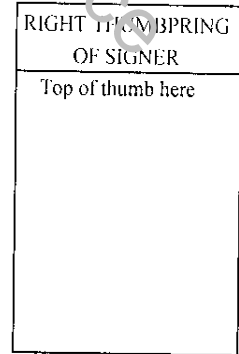
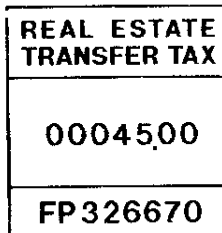
Signer is Represented by _____



0000089089



0000178027



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RECORDER OF Cook COUNTY

PLAT ACT AFFIDAVIT

STATE OF ILLINOIS)
COUNTY OF Cook) SS

Eva Garza, being duly sworn on oath, deposes and states that she reside(s) at 39 Mill St. Montgomery, Il 60538. That the attached deed is not in violation of 765 ILCS 205/1 of the Illinois Revised Statutes for one of the following reasons:

1. The sale or exchange is of an entire tract of land not being a part of a larger tract of land.
2. The division or subdivision of land is into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
3. The division is of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
4. The sale or exchange of parcels of land is between owners of adjoining and contiguous land.
5. The conveyance is of parcels of land or interests therein for use as right-of-way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
6. The conveyance is of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
7. The conveyance is of land for highway or other public purpose or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
8. The conveyance is made to correct descriptions in prior conveyances.
9. The sale or exchange is of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access.
10. The sale is of a single lot of less than 5 acres from a larger tract, the dimensions and configurations of said larger tract having been determined by the dimensions and configuration of said larger tract on October 1, 1973, and no sale prior to this sale, or any lot or lots from said larger tract having taken place since October 1, 1973, and a survey of said single lot having been made by a registered land surveyor.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

AFFIANT further states that she make(s) this affidavit for the purpose of inducing the Recorder of County, Illinois, to accept the attached deed for recording and that all local requirements applicable to the subdivision of land are met by the attached deed and the tract described therein.

Eva Garza
Agent

SUBSCRIBED AND SWORN TO
BEFORE ME THIS 30 DAY
OF November, 2008

Jeannette K. Olson
Notary Public

