

DEED IN LIEU OF
FORECLOSURE

UNOFFICIAL COPY 08010231

2823/0317 14 001 Page 1 of 13
1998-11-09 12:19:44
Cook County Recorder 45.00



THIS INDENTURE, made this 30th day of October, 1998, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated March 1, 1989 and known as Trust Number 10-7776-05, party of the first part, and LASALLE BANK, N.A., party of the second part, 135 South LaSalle Street, Chicago, IL 60603.

Above Space For Recorder's Use Only

WITNESSETH, that said party of the first part, in consideration of the sum of TEN and NO/100 Dollars, in hand paid, and other good and valuable consideration, does hereby grant, sell, convey and quit claim onto said party of the second part, the real estate situated in Cook County, Illinois and described in Exhibit A attached hereto and made a part hereof together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto said party of the second part, and to the use and benefit, forever, of said party of the second part.

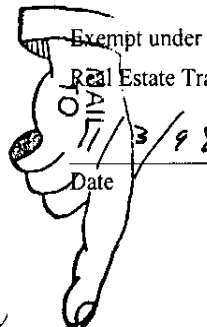
This indenture is an absolute conveyance of all of party of the first part's right, title and interest in the above described real estate and is not intended as a mortgage, trust conveyance or security of any kind. Party of the first part further acknowledges that fair and adequate consideration has been given for its waiver of any and all redemption rights, reinstatement rights and cure rights permitted by law.

Party of the first part and party of the second part acknowledge and agree that notwithstanding the transaction contemplated hereby the Note, Mortgage and all other documents executed in connection with the Mortgage or any amended, successor or otherwise restated versions thereof or of any of the foregoing, (collectively, the "Loan Documents") shall remain in full force and effect, now and hereafter, and the interest

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Frances Gecker
JENNER & BLOCK
One IBM Plaza
Chicago, Illinois 60611

**VILLAGE OF SKOKIE, ILLINOIS
Economic Development Tax
Village Code Chapter 10
EXEMPT Transaction
Skokie Office 11/06/98**



Exempt under provisions of Paragraph L, Section 4,
Real Estate Transfer Tax Act.

Frances Gecker
Buyer, Seller or Representative

Box 374

Laurie Ruxton

UNOFFICIAL COPY

of the party of the second part in the within-described real estate by virtue of this deed shall not merge with the interest of the party of the second part or its successors and assigns under the Loan Documents. The acceptance by party of the second part of this deed shall not prejudice, limit, restrict or effect party of the second part's or its successors' and assigns' claim of priority under the Loan Documents over any other liens, claims, or encumbrances of any kind whatsoever. It is the express intention of party of the first part and party of the second part that party of the second part's interest in the within described real estate shall not merge with the interest or gifts of party of the second part or its successors and assigns under the Loan Documents, but will be and remain at all time separate and distinct, and party of the second part may hereafter sell or otherwise transfer the within-described real estate. Notwithstanding the foregoing, the party of the second part has released certain obligors and guarantors under the Loan Documents in accordance with the Settlement Agreement attached hereto as Exhibit B and made a part hereof.

This deed is executed by the party of the first part, American National Bank and Trust Company of Illinois, as Trustee, as aforesaid, pursuant to direction and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, including the authority to convey directly to the Trustee grantee named herein, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

The parties hereto acknowledge and agree that this deed is exempt from state and county transfer taxes pursuant to 35 ILCS 200/31-45(1).

IN WITNESS WHEREOF, said party of the first part has set its hands and seals this 30th day of October, 1998.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated March 1, 1989, and known as Trust Number 10-7776-05

By: [Signature]
Its: Authorized Officer

Attest: [Signature]
Its: Authorized Officer

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

The foregoing instrument was acknowledged before me this 2ND day of November, 1998 by Gregory S. Kasprzyk and Anthony A. DiMonte VICE PRESIDENT and TRUST OFFICER

respectively, of American National Bank and Trust Company of Chicago, a national banking association, as Trustee, as aforesaid, on behalf of said banking association.

[Signature]
Notary Public



SETTLEMENT AGREEMENT

This Settlement Agreement is dated this 13th day of October, 1998 and is made by and among Hobby Game Distributors, Inc., an Illinois corporation ("Hobby"), Edward Lukatch and Susan Lukatch (collectively the "Guarantors") and LaSalle Bank-Illinois, f/k/a Comerica Bank-Illinois (the "Lender").

RECITALS

A. WHEREAS, Lender has extended a \$1,000,000.00 revolving loan to Guarantors and Hobby evidenced by that certain Master Revolving Note dated August 8, 1994 executed by Guarantors and Hobby, payable to the order of Lender on demand, with interest payable monthly calculated at a per annum rate of 1.00% above the Lender's prime rate in effect from time to time ("Note 1"); and

B. WHEREAS, Note 1 is secured, by, among other security documents (1) that certain Mortgage, Assignment of Leases and Leases and Security Agreement (the "Mortgage") and that certain Assignment of Lease, Rents and Profits (the "Assignment"), each dated as of January 29, 1993 from Guarantor to Lender, recorded January 29, 1993 in the office of the Recorder of Deeds of Cook County against the real property described in Exhibit "A" attached hereto and incorporated herein by reference, as Document No. 93077675 and 93077676, respectively, as modified by Amendment thereto dated as of January 31, 1994 and recorded December 8, 1994 as Document No. 04029945, Second Amendment thereto dated as of August 8, 1994 and recorded December 8, 1994 as Document No. 04029946, Third Amendment thereto dated as of January 31, 1996 and recorded July 3, 1996 as Document No. 96512488, Fourth Amendment dated as of March 31, 1996 and recorded July 3, 1996 as Document No. 96512489, and Fifth Amendment dated March 31, 1996 and recorded July 3, 1996 as Document No. 96512490; and

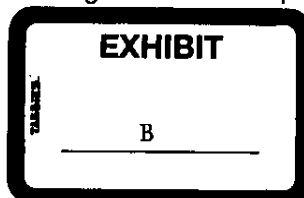
C. WHEREAS, the Lender has extended a \$16,735.00 fixed rate-installment loan to Hobby evidenced by that certain Fixed Rate-Installment Note dated October 21, 1994 ("note II"); and

D. WHEREAS, the Lender has extended a \$45,000.00 variable rate-installment loan to Hobby evidenced by that certain Variable Rate-Installment Note dated November 29, 1994 ("Note III"); and

E. WHEREAS, the obligations of Hobby under Note I, Note II and Note III have been guaranteed to the Lender by the Guarantors; and

F. WHEREAS, the obligations of Hobby, pursuant to the terms and provisions of Note I, Note II and Note III can be demanded to be immediately due and payable by the Lender; and

G. WHEREAS, on November 10, 1989 the Lender extended a mortgage loan to Hobby and Guarantors in the principal sum of \$836,111.00, which mortgage loan was represented by a certain Mortgage Note (the "Mortgage Note") and was secured by a Mortgage of even date therewith recorded on November 14, 1989 with the Recorder of Deeds of Cook County, Illinois as document No. 89542196 against the real property listed on Exhibit "A"; and



H. WHEREAS, the Guarantors are now in default under the Mortgage Note; and

I. WHEREAS, on September 17, 1997, Hobby, Guarantors and Lenders entered into a Forbearance Agreement which expired on October 27, 1997; and

J. WHEREAS, Hobby, the Guarantors and Lenders entered into a Second Forbearance Agreement which expired on June 1, 1998, unless extended by the parties.

NOW WHEREFORE, in consideration of the Recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The Recitals set forth above are hereby incorporated herein as though fully set forth herein.

2. To the extent this agreement modifies the Second Forbearance Agreement (Corporate Property) dated November 18, 1997, this Agreement supercedes all other Agreements entered into between the Guarantors and the Lender.

3. The Guarantors have prepared and delivered to the Lender a Letter of Direction to American National Bank as Trustee under Trust Agreement dated March 1, 1989 and known as Trust Number 10-7776-05 directing them to issue a Deed in Lieu of foreclosure to La Salle Bank Illinois. The Guarantors represent that they hold 100% of the beneficial interest in Trust Number 10-7776-05 which hold the property legally described in Exhibit "A" attached hereto and incorporated herein.

4. The Lender agrees to release Edward Lukatch and Susan Lukatch from any and all financial obligations except on their personal residence that the Lukatch's have held or currently have including but not limited to their personal guarantees on the loans referenced in the Recitals and incorporated herein by reference.

5. The terms and provisions of this Agreement shall be binding on the Guarantors and their respective general partners, limited partners, officers, directors, employees, heirs, legatees, administrators, personal representatives, successors and permitted assigns and shall be binding on the Lender, and its successors and assigns.

6. All of the provisions of Note I, Note II, Note III and the Mortgage Note and the Loan Agreement (including the First and Second Forbearance Agreement) shall be extinguished and forever be released against Edward and Susan Lukatch.

7. Releases. Effective upon receipt by the Lender of the Letter of Direction to American National Bank as Trustee under Trust Agreement dated March 1, 1989 and known as Trust Number 10-7776-05 directing them to issue a Deed in Lieu of foreclosure to La Salle Bank Illinois, all amounts provided for in paragraph 4 and 6 above shall be released by the Lender and the Lender and the Guarantors hereby release each other, their agents, employees and attorneys, from any and all liabilities, obligations, claims, causes of action, defenses and counterclaims arising for any reason whatsoever from the beginning of time through the date of this Agreement.

8. Time. Time is of the essence of this Agreement.

9. Miscellaneous Provisions. The following provisions shall be generally applicable:

(a) Entire Agreement. This Agreement contains the entire understanding of the parties concerning the subject matter of the Agreement and supersedes any and all prior understandings, agreements or representations, either oral or in writing, between the parties hereto.

(b) No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by all of the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party hereto.

(c) Captions, Titles and Headings. The captions, titles and headings herein are for the convenience of the parties only and do not constitute a part of this Agreement and shall not be deemed to limit, augment, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement shall be enforced and construed as if no captions, titles and headings had been used in this Agreement.

(d) Definitions. Definitions given herein for any and all words, terms and phrases are given in the provision hereof most particularly applicable, or in which such words, terms and phrases first arise, but such definitions are intended to be and shall be construed to be generally applicable to such words, terms and phrases used anywhere in this Agreement unless the context in which they are used clearly indicates a contrary or different meaning was intended.

(e) Applicable Law. This Agreement and performance hereunder shall be subject to and governed by the laws of the State of Illinois.

(f) Amendment And Waiver. This Agreement may be further amended, or any provision hereof may be waived, provided that any such amendment or waiver shall be in writing executed by all of the parties hereto, and only such amendments or waivers as are thus made in writing shall be effective and binding upon any party hereto.

(g) Severability. Each provision of this Agreement shall be interpreted so as to be effective and valid under applicable law to the fullest extent possible, but in the event any provision of this Agreement shall itself or in connection with any other provision of this Agreement be held to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be construed and interpreted as if such invalid or unenforceable provision were never a party hereof in order to effect the purposes of this Agreement and the intentions of the parties hereto.

(h) Binding Effect - Assignability. This Agreement shall be binding upon all of the parties hereto and their respective heirs, personal representatives, successors and assigns, as the case may be, but neither this Agreement nor any of the rights hereunder shall be assignable by any party without the written consent of all other parties hereto, unless, and then only to the extent as, otherwise expressly provided to the contrary elsewhere herein.

(i) Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Each counterpart having attached to it signature pages which collectively bear an original signature of all of the parties shall be an original copy.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

FKA LaSalle Bank, N.A.
LaSalle Bank-Illinois
f/k/a Comerica Bank-Illinois

By: [Signature]
Its: 1st V.P.

[Signature]
Edward Lukatch

[Signature]
Susan Lukatch

UNOFFICIAL COPY

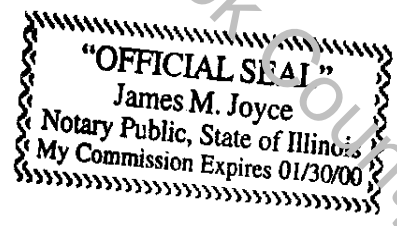
STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, James M. Joyce, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Edward Lukatch, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 8 day of October, 1998

James M. Joyce
Notary Public

My Commission Expires: _____



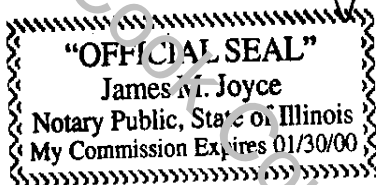
STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, James M. Joyce Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Susan Lukatch, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 8 day of October, 1998

James M. Joyce
Notary Public

My Commission Expires: _____



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, MARIA VILLAGOMEZ, a Notary Public in and for said County in the State aforesaid, do hereby certify that Lina Weber, ~~First Vice President~~ President of LaSalle Bank-Illinois f/k/a Comerica Bank-Illinois, a national banking association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said association, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 23rd day of October, 1998.

Maria D. Villagomez
Notary Public



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Legal Description

PARCEL 1:

THE EAST 1/2 OF THAT PART OF THE WEST 10 1/2 ACRES OF THE SOUTH 1/4 OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EAST OF THE LINE WHICH IS 330.00 FEET EAST OF AND PARALLEL TO THE CENTER LINE OF HAMLIN AVENUE, SAID CENTER LINE OF HAMLIN AVENUE BEING IDENTICAL WITH THE WEST LINE OF THE SAID SOUTH 1/4, (EXCEPTING FROM THE AFORESAID TRACT OF LAND ALL THAT PART THEREOF LYING SOUTH OF A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF SAID WEST 10 1/2 ACRES FROM A POINT ON SAID EAST LINE 205.75 FEET SOUTH OF THE INTERSECTION OF SAID EAST LINE WITH THE NORTHLINE OF THE SOUTH 1/4 OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 26, AFORESAID, AND ALSO EXCEPTING THEREFROM THE NORTH 21.0 FEET THEREOF (CONDEMNED FOR ROAD PURPOSES), IN COOK COUNTY, ILLINOIS

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID AS CREATED BY GRANT AND RECORDED APRIL 3, 1989 AS DOCUMENT 89144707 FOR INGRESS, EGRESS AND DRIVEWAY OVER THE FOLLOWING DESCRIBED PROPERTY: 1ST EAST 27.00 FEET OF THE WEST 67.00 FEET, BOTH AS MEASURED AT RIGHT ANGLES TO THE WEST LINE THEREOF, OF A TRACT OF LAND BEING THAT PART OF THE WEST 10.5 ACRES OF THE SOUTH 1/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID WEST 10.5 ACRES, 205.75 FEET SOUTH OF THE INTERSECTION OF SAID EAST LINE WITH THE NORTH LINE OF THE SOUTH 1/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, AFORESAID; THENCE WEST AT RIGHT ANGLE TO SAID EAST LINE, 180.81 FEET TO THE WEST LINE OF THE EAST 1/2 OF SAID WEST 10.5 ACRES WHICH LIES EAST OF A LINE WHICH IS 330.00 FEET EAST OF AND PARALLEL WITH THE CENTER LINE OF HAMLIN AVENUE, SAID CENTER LINE OF HAMLIN AVENUE BEING IDENTICAL WITH THE WEST LINE OF THE SAID SOUTH 1/4; THENCE SOUTH ALONG SAID LAST DESCRIBED WEST LINE (BEING HEREINAFTER REFERRED TO AS LINE 'A') 427.43 FEET TO THE NORTH LINE OF TOUHY AVENUE, BEING A LINE 33.0 FEET, MEASURED AT RIGHT ANGLES SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE EAST ALONG SAID NORTH LINE OF TOUHY AVENUE, 47.015 FEET TO AN INTERSECTION WITH A LINE 47.00 FEET, MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE AFORESAID LINE 'A'; THENCE NORTH ALONG SAID LAST DESCRIBED PARALLEL LINE, 248.47 FEET TO AN INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF SAID WEST 10.5 ACRES FROM A POINT ON SAID EAST LINE, 383.49 FEET SOUTH OF THE INTERSECTION OF SAID EAST LINE WITH THE NORTH LINE OF THE SOUTH 1/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, AFORESAID; THENCE EAST ALONG SAID LAST DESCRIBED RIGHT ANGLE LINE, 133.81 FEET TO THE EAST LINE OF SAID WEST 10.5 ACRES; THENCE NORTH ALONG SAID LAST DESCRIBED EAST LINE, 177.74 FEET TO THE PLACE OF BEGINNING. IN COOK COUNTY, ILLINOIS

93077676

Common Address: 3710 West Touhy Avenue
Skokie, Illinois 60076

PIN: 10-26-318-029
10-26-318-032
10-26-318-033

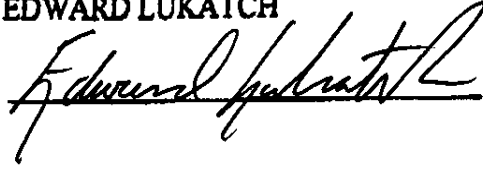
JOINDER

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The undersigned, being the owner of one hundred percent (100%) of the beneficial interest in and being the sole beneficiary of the Trust which is the party of the first part under the foregoing Deed, hereby consents to and joins in the terms and provisions of the foregoing Deed, intending hereby to bind any interest its heirs, executors, administrators, successors or assigns may have in the property described in the foregoing Deed, as fully with the same effect as if the undersigned was named as the party of the first part in said Deed.

Dated: October 13, 1998

EDWARD LUKATCH



SUSAN LUKATCH



Property of Cook County Clerk's Office

Legal Description

PARCEL 1:

THE EAST 1/2 OF THAT PART OF THE WEST 10 1/2 ACRES OF THE SOUTH 1/4 OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EAST OF THE LINE WHICH IS 330.00 FEET EAST OF AND PARALLEL TO THE CENTER LINE OF HAMLIN AVENUE, SAID CENTER LINE OF HAMLIN AVENUE BEING IDENTICAL WITH THE WEST LINE OF THE SAID SOUTH 1/4, (EXCEPTING FROM THE AFORESAID TRACT OF LAND ALL THAT PART THEREOF LYING SOUTH OF A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF SAID WEST 10 1/2 ACRES FROM A POINT ON SAID EAST LINE 205.75 FEET SOUTH OF THE INTERSECTION OF SAID EAST LINE WITH THE NORTHLINE OF THE SOUTH 1/4 OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 26, AFORESAID, AND ALSO EXCEPTING THEREFROM THE NORTH 21.0 FEET THEREOF CONDEMNED FOR ROAD PURPOSES), IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID AS CREATED BY GRANT AND RECORDED APRIL 3, 1989 AS DOCUMENT 89144707 FOR INGRESS, EGRESS AND DRIVEWAY OVER THE FOLLOWING DESCRIBED PROPERTY: ONE EAST 27.00 FEET OF THE WEST 47.00 FEET, BOTH AS MEASURED AT RIGHT ANGLES TO THE WEST LINE THEREOF, OF A TRACT OF LAND BEING THAT PART OF THE WEST 10.5 ACRES OF THE SOUTH 1/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID WEST 10.5 ACRES, 205.75 FEET SOUTH OF THE INTERSECTION OF SAID EAST LINE WITH THE NORTH LINE OF THE SOUTH 1/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, AFORESAID; THENCE WEST AT RIGHT ANGLES TO SAID EAST LINE, 180.81 FEET TO THE WEST LINE OF THE EAST 1/2 OF SAID WEST 10.5 ACRES WHICH LIES EAST OF HAMLIN AVENUE, SAID CENTER LINE OF HAMLIN AVENUE BEING IDENTICAL WITH THE WEST LINE OF THE SAID SOUTH 1/4; THENCE SOUTH ALONG SAID LAST DESCRIBED WEST LINE (BEING HEREINAFTER REFERRED TO AS LINE 'A') 427.43 FEET TO THE NORTH LINE OF TOUHY AVENUE, BEING A LINE 33.0 FEET, MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE EAST ALONG SAID NORTH LINE OF TOUHY AVENUE, 47.015 FEET TO AN INTERSECTION WITH A LINE 47.00 FEET, MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE AFORESAID LINE 'A'; THENCE NORTH ALONG SAID LAST DESCRIBED PARALLEL LINE, 248.47 FEET TO AN INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF SAID WEST 10.5 ACRES FROM A POINT ON SAID EAST LINE, 383.49 FEET SOUTH OF THE INTERSECTION OF SAID EAST LINE WITH THE NORTH LINE OF THE SOUTH 1/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, AFORESAID; THENCE EAST ALONG SAID LAST DESCRIBED RIGHT ANGLE LINE, 133.81 FEET TO THE EAST LINE OF SAID WEST 10.5 ACRES; THENCE NORTH ALONG SAID LAST DESCRIBED EAST LINE, 177.74 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

93072676

Common Address: 3710 West Touhy Avenue
Skokie, Illinois 60076

PIN: 10-26-318-029
10-26-318-032
10-26-318-033

STATEMENT BY GRANTOR AND GRANTEE
UNOFFICIAL COPY

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 October 23, 1998

Signature: Francis [Signature] agent
Grantor or Agent

Subscribed and sworn to before me by the said Grantor agent this 23rd day of October 1998.



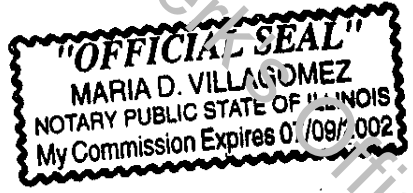
Laurie L. Ruxton
Notary Public

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, 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 October 23, 1998

Signature: [Signature]
Grantee or Agent

Subscribed and sworn to before me by the said First Vice President this 23 day of October 1998.



Maria D. Villagomez
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.]

Document Number : 212997
Document Name : Deed in Lieu of Foreclosure
Version : 01

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COOK COUNTY CLERK'S OFFICE

PROPERTY OF
COOK COUNTY CLERK'S OFFICE