

# UNOFFICIAL COPY

## SPECIAL WARRANTY DEED

609570  
TICOR

THIS AGREEMENT, made this \_\_\_\_ day of  
**JAN 15 2009** 2008 between **WELLS  
FARGO BANK, N.A. as Trustee under  
POOLING AND SERVICING  
AGREEMENT Dated as of August 1,  
2005 Asset-Backed Pass-Through  
Certificates Series 2005-WHQ4**, a  
corporation created and existing under and by  
virtue of the laws of the state of Delaware and  
duly authorized to transact business in the State  
of Illinois as Grantor, and **MICHAEL D.  
BARRATT**,



Doc#: 0902708394 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/27/2009 03:44 PM Pg: 1 of 3

as **GRANTEE(S)**, **WITNESSETH**,  
**GRANTOR**, for and in consideration of Ten  
Dollars (\$10.00) and other good and valuable  
consideration in hand paid by the  
**GRANTEES(S)**, the receipt of which is hereby  
acknowledged, and pursuant to authority of the  
Board of Directors of said corporation, do  
hereby **REMISE, RELEASE, ALIEN AND  
CONVEY** unto the **GRANTEES(S)**, and to  
their heirs and assigns, **FOREVER**, all the  
following described real estate, situated in  
**COOK County, Illinois** known and described  
as follows, to-wit:

THE EAST 37 1/2 FEET ON THE WEST 127 1/2 FEET OF LOT 5 IN THE SUBDIVISION BY PETER ENGLAND ON THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 36 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THIRD PRINCIPAL MERIDIAN IN THE CITY OF BLUE ISLAND, COUNTY OF COOK, STATE OF ILLINOIS.

Commonly known as: 2232 135TH PL, BLUE ISLAND, IL 60406

PIN: #29-06-101-014-0000

Together with all the singular and hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the **GRANTOR**, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: **TO HAVE AND TO HOLD** the said premises as above described, with the appurtenances, unto the **GRANTEE(S)**, their heirs and assigns forever.

And the **GRANTOR**, for itself, and its successors, does covenant, promise and agree, to and with the **GRANTEE(S)**, their heirs and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or maybe, in any manner encumbered or charged.

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Grantor covenants that it is seized and possessed of the said land and has a right to convey it, and warrants the title against the lawful claims of all persons claiming by, through, and under it, but not further otherwise.

The following reservations from and exceptions to this conveyance and the warranty of title made herein shall apply:

- (1) All easements, rights-of-way and prescriptive rights whether of record or not, pertaining to any portion(s) of the herein-described property (hereinafter, the "Property");
- (2) All valid oil, gas and mineral rights, interests or leases, royalty reservations, mineral interest and transfers of interest of any character, in the oil, gas or minerals of record in any county in which any portion of the Property is located;
- (3) All restrictive covenants, terms, conditions, contracts, provisions, zoning ordinances and other items of record in any county in which any portion of the Property is located, pertaining to any portion(s) of the Property, but only to the extent that same are still in effect;
- (4) All presently recorded instruments (other than liens and conveyances by, through or under the Grantor) that affect the Property and any portion(s) thereof;
- (5) Ad valorem taxes, fees and assessments, if any, for the current year and all prior and subsequent years, the payment of which Grantee assumes (at the time of transfer of title), and all subsequent assessments for this and all prior years due to change(s) in land usage (including, but not limited to, the presence or absence of improvements, if any on the Property), ownership, or both, the payment of which Grantee assumes; and
- (6) Any conditions that would be revealed by a physical inspection and survey of the Property.

IN WITNESS WHEREOF, the party of the first part has caused its name to be signed to these presents by its Assistant Secretary, and, if applicable, to be attested by its Assistant Secretary, the day and year first above written.

**WELLS FARGO BANK, N.A. as Trustee under POOLING AND SERVICING AGREEMENT Dated as of August 1, 2005 Asset-Backed Pass-Through Certificates Series 2005-WHQ4,**



\_\_\_\_\_  
**Noriko Colston**

By Barclays Capital Real Estate Inc., a Delaware  
Corporation, d/b/a HomeEq Servicing, attorney in fact

ATTEST:

\_\_\_\_\_  
**Tonya Blechinger**

THIS DOCUMENT WAS PREPARED BY:

Barbara J. Dutton, Dutton & Dutton P.C., 10325 W. Lincoln Highway, Frankfort, IL 60423

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State of California }  
County of Sacramento } ss.

On JAN 15 2009, before me, M. Schuessler, Notary Public, personally appeared Noriko Colston, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

M. Schuessler  
Notary Signature M. Schuessler

