



Warranty Deed with Anti-Merger  
Language – Individual(s)

Doc#: 0902850064 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/28/2009 11:15 AM Pg: 1 of 4

Loan No. 18156-381  
Loan No. 18156-370

## WARRANTY DEED / INDIVIDUALS

ROBERT K. STROM, divorced and not since remarried and whose address is 1925 S. Prospect Park Ridge, Illinois 60068 (Grantor), in consideration of the payment of Ten and no/100 Dollars (\$10.00), the execution of a settlement agreement of even date herewith (Settlement Agreement) between Grantor and NORTHWEST COMMUNITY CREDIT UNION, an Illinois non-for-profit corporation, whose address is 7400 Waukegan Road, Niles, Illinois 60714 (Grantee), and NORTHWEST COMMUNITY CREDIT UNION's execution of a Covenant Not To Sue Grantor, to the extent and as provided in the Settlement Agreement, for personal liability for a money judgment or deficiency judgment under that certain first mortgage and Fifteen Year Fixed Rate Note executed on June 1, 2007, in the principal sum of \$300,000.00, that certain Mortgage securing said Note bearing even date thereof and recorded on June 11, 2007, as Document No. 0716256046 in the Cook County Registrar of Deeds, or under that certain Revolving Credit Mortgage and Open End Home Equity Credit Agreement and Note executed on June 1, 2007, in the principal sum of \$42,000.00, that certain mortgage securing said Note bearing even date thereof and recorded on June 11, 2007, as Document No. 0716256047 in the Cook County Registrar of Deeds and other Security Documents as defined in the Settlement Agreement, and for other good and valuable consideration in hand paid, the adequacy and sufficiency of which are hereby acknowledged, do hereby sell, grant, and convey to Grantee the real property commonly known as 841 Goodwin Drive located in the City of Park Ridge, County of Cook, State of Illinois, to wit;

LOT 35 IN RESUBDIVISION OF LOTS 1 TO 20 INCLUSIVE IN BLOCK 1 OF LOTS 1 TO 20 INCLUSIVE IN BLOCK 2 OF LOTS 1 TO 11 INCLUSIVE IN BLOCK 3 IN OAKTON MANOR FOURTH ADDITION, A SUBDIVISION OF THE EAST 10 ACRES OF LOT 2 IN OWNERS SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NO. 09-27-111-002

Exempt from State of Illinois Real Estate Transfer Tax pursuant to 35 ILCS 200/31-1, *et seq.*, as amended.

together with all improvements thereon, and easements and appurtenances thereto, subject only to the lien of both Mortgages, to wit;

1. Mortgage dated June 1, 2007 and recorded June 11, 2007 as document number 0716256046 made by ROBERT K. STROM to NORTHWEST COMMUNITY CREDIT UNION, to secure an indebtedness of \$300,000.00 and such other sums as provided therein.



CITY OF PARK RIDGE  
REAL ESTATE  
TRANSFER STAMP

NO. 28842

4 Pgs

# UNOFFICIAL COPY

2. Mortgage dated June 1, 2007 and recorded June 11, 2007 as document number 0716256047 made by ROBERT K. STROM to NORTHWEST COMMUNITY CREDIT UNION, to secure an indebtedness of \$42,000.00 and such other sums as provided therein.

and other Security Documents collectively, Grantee's Loan Documents, unpaid real estate taxes, easements, restrictions, and other matters of record, matters disclosed by a 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 the above-described real property and improvements thereon, and easements and appurtenances thereto, which also releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois and is not intended as a mortgage, trust conveyance, or security of any kind, Grantor 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 (a) that 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) that 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 above-described real 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 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 TWO LIENS 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 ABOVE-DESCRIBED REAL PROPERTY 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 REAL PROPERTY DESCRIBED ABOVE AND ALL IMPROVEMENTS THEREON, AND EASEMENTS AND APPURTENANCES THERETO, SHALL BE SOLD AT A FORECLOSURE SALE, OR BOTH LIENS 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 Covenant not to Sue Grantor for 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 either of Grantee's Loans and their attendant 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.

# UNOFFICIAL COPY

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed as of the 31st day of December, 2008.

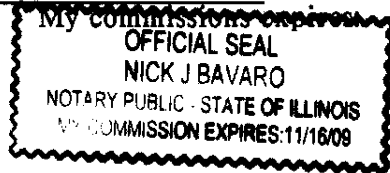
GRANTOR: Robert K. Strom  
ROBERT K. STROM

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF COOK        )

On this 31st day of December, 2008, before me personally appeared ROBERT K. STROM, to me known to be the person that executed the within Warranty Deed and acknowledged to me that he executed the same as his free act and deed.

Given under my hand and official seal, this 31st day of December, 2008.

Nick J. Bavaro  
Notary Public, Cook County



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

NORTHWEST COMMUNITY CREDIT UNION  
7400 Waukegan Road  
Niles, Illinois 60714

This document was drafted by  
and is to be returned to:  
EDWARD G. BROWN, Attorney at Law  
1807 Harvey Avenue  
Berwyn, Illinois 60402

Exempt under Real Estate Transfer Tax Law 25 ILCS 200/31-45  
sub par...  
Date \_\_\_\_\_

Cook County Clerk's Office

# UNOFFICIAL COPY

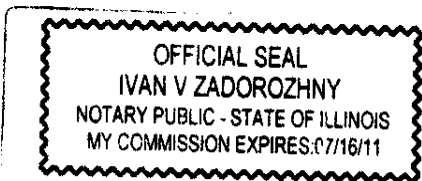
## STATEMENT BY GRANTOR AND GRANTEE

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 01/26/09

Signature: *Ivan V Zadorozhny*  
Grantor or Agent

Subscribed and sworn to before me by the said agent this 26 day of January, 2009



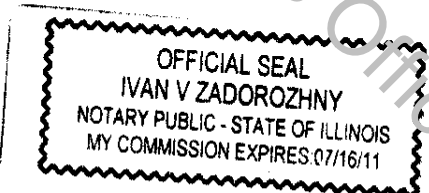
*Ivan V Zadorozhny*  
Notary Public

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 01/26/09

Signature: *Ivan V Zadorozhny*  
Grantee or Agent

Subscribed and sworn to before me by the said agent this 26 day of January, 2009



*Ivan V Zadorozhny*  
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.)