Doc#: 0911257189 Fee: \$50.25 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 04/22/2009 11:10 AM Pg: 1 of 7

(Space above this line reserved for Recorder of Deeds certification)

RECEIVER'S DEED

(Deed Without Covenant, Representation, or Warranty)

This Receiver's Deed is entered into as of April Qvol, 2009, between the FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for WASHINGTON MUTUAL BANK, FORMERLY KNOWN AS WASHINGTON MUTUAL BANK, FA, Henderson, Nevada (herein eferred to as "Grantor"), whose address is 1601 Bryan Street, Dallas, Texas 75201, the said Washington Mutual Bank having been placed in receivership on September 25, 2008, by the Office of Thrift Supervision, and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, organized under the 'avys of the United States of America (herein referred to as "Grantee"), whose address and principal place of business is 270 Park Avenue, New York, New York 10017.

For good and valuable consideration in hard paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged. Granto: by these presents does hereby GRANT, SELL and CONVEY to Grantee, without covenant, representation, or warranty of any kind or nature, express or implied, and any and all warranties that riight arise by common law and any covenants or warranties created by statute, as the same may be hereafter amended or superseded, are excluded, all of Grantor's right, title and interest in the property more particularly described on Exhibit A attached hereto and incorporated herein, together with all of Grantor's right, title and interest in any and all improvements and fixtures thereon and thereto (hereinafter collectively referred to as the "Subject Property"), and all and singular the rights and appurtenances pertaining thereto, including, but not limited to, any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way, subject, however, to all liens, exceptions, easements, rights-of-way, covenants, conditions, restrictions, reservations, encroachments, protrusions, shortages in area, boundary disputes and discrepancies, matters which could be discovered or would be revealed by, respectively, an inspection or current survey of the Subject Property, encumbrances, impositions (monetary and otherwise), access limitations, licenses, leases, prescriptive rights, rights of parties in possession, rights of tenants, co-tenants, or other co-owners, and any and all other matters or conditions affecting the Subject Property, as well as standby fees, real estate taxes, and assessments on the Subject Property for the current year and prior and subsequent years, and subsequent taxes and assessments for prior years due to change in land usage or ownership, and any and all zoning laws, regulations, and ordinances of municipal and other governmental authorities affecting the Subject Property (all of the foregoing being collectively referred to as the "Permitted

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Encumbrances"). Grantee, by its execution and acceptance of delivery of this Receiver's Deed, assumes and agrees to perform all of Grantor's obligations under the Permitted Encumbrances to the extent expressly assumed in writing by the Grantor or imposed upon the Grantor under applicable law.

FURTHER, GRANTEE, BY ITS EXECUTION AND ACCEPTANCE OF DELIVERY OF THIS RECEIVER'S DEED, ACKNOWLEDGES AND AGREES THAT (i) GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE SUBJECT PROPERTY, (C) THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE SUBJECT PROPERTY OR ITS OPERATION WITH ANY ORDINANCES, RULES, OR REGULATIONS OF ANY **APPLICABLE** GOVERNMENTAL AUTHORITY OR BODY, (E) THE OWNERSHIP, TITLE, POSSESSION, HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SUBJECT PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE SUBJECT PROPERTY, (G) THE MAN NER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE SUBJECT PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO, (H) THE EXIST MCE, QUALITY, NATURE, ADEQUACY, OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE SUBJECT PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE SUBJECT PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS CEGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THE DISPOSAL OR EXISTENCE, IN OR ON THE SUBJECT PROPERTY, OF ANY HAZARDOUS MATERIALS; (ii) GRANTEE HAS FULLY INSPECTED THE SUBJECT PROPERTY AND THAT THE CONVEYANCE AND DELIVERY HEREUNDER OF THE SUBJECT PROPERTY IS "AS IS" AND "WITH ALL FAULTS", AND GRANTOP, HAS NO OBLIGATION TO ALTER, REPAIR, OR IMPROVE THE SUBJECT PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO; AND (iii) NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM, OR COURSE OF DEALING WITH GRANTOR, AND ALL STATUTORY, COMMON LAW, AND CUSTOMARY COVENANTS AND WARRANTIES, IF ANY, OF WHATEVER KIND, CHARACTER, NATURE, PURPOSE, OR EFFECT, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, ARE EXPRESSLY, UNCONDITIONALLY, **HEREBY** AND **IRREVOCABLY** DISCLAIMED, AND EXCLUDED FROM THIS RECEIVER'S DEED, NOTWITHSTANDING ANY CUSTOM OR PRACTICE TO THE CONTRARY, OR ANY STATUTORY, COMMON LAW, DECISIONAL, HISTORICAL, OR CUSTOMARY MEANING, IMPLICATION,

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SIGNIFICANCE, EFFECT, OR USE OF CONTRARY IMPORT OF ANY WORD, TERM, PHRASE OR PROVISION HEREIN.

Further, by its execution and acceptance of delivery of this Receiver's Deed, Grantee or anyone claiming by, through, or under Grantee, hereby fully releases Grantor, its employees, officers, directors, representatives, and agents from any and all claims, costs, losses, liabilities, damages, expenses, demands, actions, or causes of action that it may now have or hereafter acquire, whether direct or indirect, known or unknown, suspected or unsuspected, liquidated or contingent, arising from or related to the Subject Property in any manner whatsoever. This covenant releasing Grantor shall be a covenant running with the Subject Property and shall be binding upon Grantee, its successors and assigns.

TO HAVE AND TO HOLD the Subject Property together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, its successors and assigns forever, without covenant, representation, or warranty whatsoever, subject, however, to the Permitted Encumbrances.

The fact that certain encumbrances, limitations, or other matters or conditions may be mentioned, disclaimed, or excepted in any way herein, whether specifically or generally, and whether in the body hereof or any exhibit hereto, shall not be a covenant, representation, or warranty of Grantor as to any encumbrances, limitations, or any other matters or conditions not mentioned, disclaimed, or excepted. Noty/thistanding anything herein to the contrary, however, nothing herein shall be construed or deemed as an admission by Grantor or Grantee to any third party of the existence, validity, enforceabinty, scope, or location of any encumbrances, limitations, or other matters or conditions mentioned, disclaimed, or excepted in any way herein, and nothing shall be construed or deemed as a waive. In Grantor or Grantee of its respective rights, if any, but without obligation, to challenge or enforce the existence, validity, enforceability, scope, or location of same against third parties.

Grantee hereby assumes the payment of all <u>ad valorem</u> taxes, stendby fees, and general and special assessments of whatever kind and character affecting the Subject Property which are due, or which may become due, for any tax year or assessment period prior or subsequent to the effective date of this Receiver's Deed, including, without limitation, taxes or assessments occoming due by reason of a change in usage or ownership, or both, of the Subject Property.

Exempt under 35 ILLS 200/31-45
Para (I)
Real Estate Transfer Tax Law
4-17-09
Mark apprehise
Mark Apprehise

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Except as expressly set forth in this Receiver's Deed, there are no third party beneficiaries to this Receiver's Deed. The covenants, promises and agreements continued in this Receiver's Deed are solely for the benefit of the Grantor and Grantee.

This Receiver's Deed is executed pursuant to that certain Purchase And Assumption Agreement among the FDIC in its corporate capacity, Grantor, and Grantee dated as of September 25, 2008.

IN WITNESS WHEREOF, this Receiver's Deed is executed by Grantor and Grantee on the dates set forth below their respective signatures hereinbelow, but to be effective for all purposes, however, as of the date first above written.

Witnesses:

Print Name:

JIII Kelsey

Print Name: M. Rachael Singleton

Witnesses:

Dairy NT.

Jill Kelsey

Print Name M. Rachael Singleton

GRANTOR:

FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for WASHINGTON MUTUAL BANK, formerly known as Washington Mutual Bank, FA

By: JPMorgan Chase Bank, National Association
Its Attorney-in-Fact

Pv

Nazot:

KELLY LIVINGSTON

Title:

Vice President

Date:

4-2-09

* POIA recorded in Cook County on 2/19/09 as Doc#0905047000

GRANTEE:

JPMORGAN CHASE BAILS NATIONAL ASSOCIATION, a national banking association

Name:

Vice Lauren

Title:

Date:

4-2-16

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ACKNOWLEDGMENTS

STATE OF FLORIDA	§	
COUNTY OF DUVAL	§ §	
Association, a national banking a	er for Washington Mutual F	of JPMorgan Chase Bank, National Fact for the Federal Deposit Bank, formerly known as Washington personally known to me or has on.
(NOTARY SEAL)		Notary Public Devon D Mischler
	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	
STATE OF FLORIDA	§ 6	
COUNTY OF DUVAL	§ 9	
The foregoing instr 2009, by \\C\T\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	onal banking association, o	Vice President of IDMorgan Change
	MY COMMISSION # DD 583556 EXPIRES: August 10, 2010 Bonded Thru Notary Public Underwriters	
(NOTARY SEAL)		Notary Public Pevon P Hischler
Prepared By		Return To 1681654
Viztoria brimm		Chicago Title Servicelink Division
270 Park Ave New York, NY 10017		4000 Industrial Blvd
New YORKINY WITH		Aliquippa, PA 15001

Receiver's Deed - Page 5 Washington Mutual Bank-JPMorgan Chase Bank, National Association

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EXHIBIT A PROPERTY DESCRIPTION

All that certain parcel of land situated in the County of Cook, State of Illinois, being known and designated as Lot |8 in Kingsport South Subdivision, being a subdivision in that part of the North 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 20 lying westerly of the Wabash Railroad all in Township 3 North Range 12 East of the Third Principal Meridian, in Cook County, Illinois (except the West 125 feet thereof).

Tax/Parcel IL. 27-20-330-007

Horgan Chase Bai.
The Park Ave
New York, MY 10017 Property Address 16228 Ryehrll Cir.

Orland Park, IL 60467

Hail Tax Statements To JPHorgan Chase Bank NX

270 Park Ave

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EUGENE "GENE" MOORE
RECORDER OF DEEDS / REGISTRAR OF TORRENS TITLES **COOK COUNTY ILLINOIS**

GRANTOR/GRANTEE STATEMENT

The Grantor or his Agent Affirms that, to the best of his knowledge, the name of the Grantor 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 title to real estate under the laws of the State of Illinois.

Dated <u>4-1-7</u>	, 20_09	
	Signature:	Mark appregliese Grantor or Agents Morll Appregliese
or a foreign corporation authorized lilinois, a partnership authorized	est in a land trust is eith ized to do business or a d to do business or acquerson and authorized to	COMMONWEALTH OF PENNSYLVANIA Notarial Seal Lissette Anne Morse, Notary Public Hopewell Twp Beaver County My Commission Expires May 4, 2010 Member, Pennsylvania Association of Notaries rame of the Grantee shown on the Deed or ner a natural person, an Illinois corporation cquire and hold title to real estate in uire and hold title to real estate in Illinois, to do business or acquire and hold title to
Dated <u>4-17</u>	, 20 <u></u>	750
	Signature:	Mand annalise Grantee or kgent nort Annalise
Subscribed and sworn to before me By the said This This Notary Public NOTE: Any person who know shall be guilty of a Class C m subsequent offences.	wingly submits a false stater isdemeanor for the first offe	COMMONWEALTH OF HENNIOVI VANIA Notarial Seal Lissette Anne Moree, Notary Public Hopewell Twp., Beaver County My Commission Expires May 4, 2010 Member, Pennsylvania Association of Notaries ment concerning the identity of a Grantee ense and of a Class A Misdemeanor for