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SPECIAL WARRANTY DEED

Doc#: 0913241028 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/12/2009 10:27 AM Pg: 1 of 6

G.T.E./GE
NW 107895

CS 29008786

1082

SEND SUBSEQUENT TAX BILLS
TO GRANTEE'S ADDRESS:

Kondaur Capital Corporation
1100 Town and Country Road, Ste. 1600
Orange, CA 92668

This Special Warranty Deed is made this 29 day of April, 2009, by and between **NATIONAL CITY MORTGAGE**, a division of National City Bank (the "Grantor"), having an address at 3232 Newmark Drive, Miamisburg, OH 45342 and **KONDAUR CAPITAL CORPORATION**, a Delaware Corporation (the "Grantee"), having an office at 1100 Town and Country Road, Ste. 1600, Orange, CA 92668.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by Grantee, the receipt and sufficiency whereof is hereby acknowledged, by these presents does hereby REMISE, RELEASE, ALIEN AND CONVEY unto Grantee, and to its successors and assigns, FOREVER, the property described on EXHIBIT "A" attached hereto and made a part hereof, which property is situated in the County of Cook and State of Illinois (the "Real Estate").

This conveyance is made, and the Real Estate is subject to (i) any homeowner or condominium declarations, covenants, restrictions or similar agreements affecting or encumbering the Real Estate; (ii) all matters of record; (iii) statutory liens for real estate taxes or assessments which are not yet due and payable; (iv) zoning ordinances and requirements affecting the Real Estate or its use adopted by any governmental body; (v) any matter that would be revealed by an accurate survey of the Real Estate; (vi) any applicable governmental regulation, including, without limitation, any governmental regulation regarding the maintenance or condition of the Real Estate; (vii) any outstanding utility charges; and (viii) matters created, suffered or permitted by or through the Grantee (collectively, the "Permitted Exceptions").

Together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever of Grantor, either in law or equity, of, in and to the Real Estate with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said Real Estate with the appurtenances, unto the Grantee and its successors and assigns forever.

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

4-30-2009

Date

MP
Buyer Seller, or Representative

BOX 333-CP

5 CB
161

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And the Grantor, for itself, and its successors, does covenant, promise, and agree, to and with the Grantee, and its assigns, that except for the Permitted Exceptions, the Grantor has not done or suffered to be done, anything whereby the Property hereby granted is, or may be, in any manner encumbered or charged, except as herein recited; and that except for the Permitted Exceptions, said Property, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND FOREVER DEFEND.

Grantee's sole and exclusive remedy with respect to any Claim (as hereinafter defined) relating to the Real Estate which arises out of a breach of a representation or warranty, including, without limitation, the limited warranty covenants contained in this Deed, shall and hereby is limited to the right to receive, as its sole and exclusively remedy for such Claim, a refund from Grantor of the Allocated Value (as defined in that certain Agreement of Sale and Purchase between National City Mortgage and Kondaur Capital Corporation of the Real Estate in exchange for a re-conveyance of the Real Estate to the Grantor or its designated affiliate (a 'Put'). Grantee shall be permitted to elect a Put for the Real Estate only if the amount of the Claim for the Real Estate exceeds the greater of (i) \$10,000 or (ii) twenty percent (20%) of the Allocated Value of the Real Estate. All representations and warranties made by Grantor hereunder, and Grantee's right to elect a Put, will terminate on the date which is one hundred eighty (180) days after the date of this Deed. "Claims" means any and all suits, actions, proceedings, arbitrations, investigations, demands, claims or any other means for the recovery of, or compensation for, losses or other damages, liabilities, expenses or costs of whatever kind or nature, whether direct or indirect, known or unknown, contingent or otherwise that may arise on account of or in any way connected with the Real Estate or any portion thereof.

(Remainder of Page Intentionally Left Blank)

Deed of Cook County Clerk's Office

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EXHIBIT "A"

2010 S. 20th AVENUE, BROADVIEW, IL 60155

PIN: 15-15-320-021-0000

LOT 223 IN CUMMINGS AND FOREMANS REAL ESTATE CORPORATION ROOSEVELT ROAD AND 17TH AVENUE SUBDIVISION OF LOT 1, 2, 3, 4, 5, 7, AND 8 IN OWNER'S PARTITION OF THE SOUTH 83.2 ACRES OF THE WEST ½ OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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NATIONAL CITY BANK

Authorized Signature Resolution

RESOLVED, that Senior Officers shall consist of the Chairman of the Board, President, Vice Chairman, First Vice Presidents, Senior Executive Vice Presidents, Regional Presidents, Executive Vice Presidents, Senior Vice Presidents, Cashier and Vice Presidents, and that all other officers shall be Junior Officers.

RESOLVED FURTHER, that the Chairman of the Board, President, Vice Chairman, First Vice Presidents, Senior Executive Vice Presidents, Executive Vice Presidents, Senior Vice Presidents and the Cashier are individually authorized to sign on behalf of the Bank any instrument, document or agreement for the conduct of the business of the Bank in its commercial or trust capacity.

RESOLVED FURTHER, that Vice Presidents assigned to Commercial Banking Divisions are individually authorized to sign on behalf of the Bank any instrument, document or agreement for the conduct of the business of the Bank in its commercial capacity within their respective divisions.

RESOLVED FURTHER, that Vice Presidents assigned to the Trust and Funds Management Divisions are individually authorized to sign on behalf of the Bank any instrument, document or agreement for the conduct of the business of the Bank in its trust, agency or fiduciary capacity within their respective divisions.

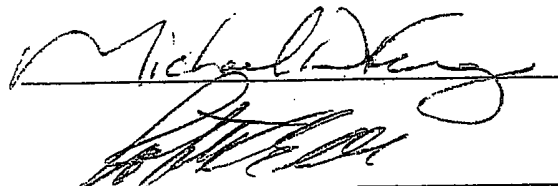
RESOLVED FURTHER, that Junior Officers and certain other employees may sign on behalf of the Bank such instruments, documents or agreements for the conduct of the business of the Bank as may be specifically authorized to them in writing by two Senior Officers.

RESOLVED FURTHER, that the facsimile signature of any officer affixed to any instrument, document or agreement shall constitute an authorized signature provided such officer is acting within his or her signing authority.

The undersigned Assistant Secretary of the Board of Directors of National City Bank (the "Bank"), with its principal office located in Cleveland, Ohio, does hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Board of Directors of the Bank on January 22, 1998, and that said resolution remains in full force and effect on this 6th day of October, 2008.

The undersigned further certifies that the person listed below is a duly elected and acting officer of the Bank holding the office indicated or is an authorized delegate under the foregoing resolution; that the signature appearing opposite the name below is the true and customary signature of said person; and, that as such officer or authorized delegate, has the authority set forth in the foregoing resolution including, without limitation, the authority to execute, on behalf of the Bank, all documents and instruments necessary or appropriate to sell, convey and transfer residential real estate owned by the Bank.

Michael Ferguson, Assistant Vice President



Robert C. Ellis
Assistant Secretary, National City Bank

(Seal)

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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 4-30, 2009 Signature: *James P. Folsom*
Grantor or Agent

Subscribed and sworn to before me by the
said GRANTOR
this 30th day of April
2009

Marie T. Hynes
Notary Public

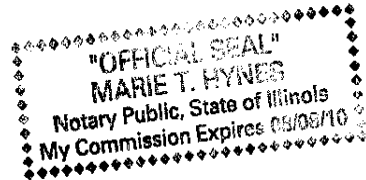


The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, 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 4-30, 2009 Signature: *James P. Folsom*
Grantee or Agent

Subscribed and sworn to before me by the
said GRANTEE
this 30th day of April
2009

Marie T. Hynes
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.]