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## SPECIAL WARRANTY DEED

THIS AGREEMENT, made this 2134 day of \_\_, 2009 between U.S. Bank National Association as Trustee Servicing under **Pooling** and Agreement Dated as of December 1, 2006 MASTR Asset Backed Securities Trust 2006-HE5 Mortgage Pass-**Through Certificates Series 2006-HE5**, 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 **KEVIN PICKENS** 

Eggles-m, hicoco, GRANTEE(S). GRANTOR, for and in consideration of Ten Dollars (\$10.00) and other good and valuable hand paid by the consideration in GRANTEES(S), the receipt of which is hereby acknowledged, and pursuant to authority of the Board of Directors of said corporation, does 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:



Doc#: 0916111021 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 06/10/2009 10:45 AM Pg: 1 of 3

LOT 25 IN BLOCK 3 IN GEORGE A. CHAMBERS SUBDIVISION OF THAT PART OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD, IN COOK COUNTY, ILLINOIS.

Commonly known as: 7947 S. EMERALD AVE, CHICAGO, IL 60620

PIN: #20-33-101-021

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 the col, 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 herby 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.

This conveyance and the warranty of title made herein shall be subject to:

- All easements, rights-of-way and prescriptive rights whether of record or not, pertaining to any (1) portion(s) of the herein-described property (hereinafter, the "Property");
- 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;
- 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;
- All presently recorded instruments (other than liens and conveyances by, through or under the Grantor) that affect the Property and any portion(s) thereof;
- Ad valorem axes, 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
  - 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 <sup>1</sup> above written.

U.S. Bank National Association as Trustee under Pooling and Servicing Agreement Dated as of December 1, 2006 MASTR Asset Backed Securities Trust 2006-HE5 Mortgage Pass-C/O/A/S O/F/CO Through Certificates Series 2006-HE5,

Michele M. Curtis Assistant Secretary By Barclays Capital Real Estate Inc., a Delaware

Corporation, d/b/a HomEq Servicing, attorney in fact

ATTEST:			
Noriko	Colston	<b>Assistant</b>	Secretary
THIS DOCUME	NT WAS I	PREPARED	RY.

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

MAIL TO:

A CITATATA CICIA.

SEND SUBSEQUENT TAX BILLS TO: Kein Pickens

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