## **UNOFFICIAL COPY**

## SPECIAL WARRANTY DEED

THIS AGREEMENT, made this \_\_\_\_\_day of \_\_\_\_\_\_, 2009 between Wells Fargo Bank, N.A. as Trustee under Pooling and Servicing Agreement Dated as of November 1, 2004 Asset-Backed Pass-Through Certificates Series 2004-WHQ2, 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 WILLIAM A. ENGLISH III AND VALERIE J. ENGLISH

as GRANTEE(S), WITESSETH, GRANTOR, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by he 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#: 0920408430 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 07/23/2009 03:54 PM Pg: 1 of 3

TICORTITLE 611420

7)

PARCEL 1: UNIT NO. 1, AREA 19, LOT 3 IN PROVINCETOWN HOMES UNIT NO. 1, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2: EASEMENT APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE AS DEFINED IN DECLARATION RECORDED NOVEMBER 26, 1969, AS DOCUMENT NO. 21023538 AS AMENIAL BY INSTRUMENT RECORDED FEBRUARY 13, 1970, AS DOCUMENT NO. 21080894 AND AMENDED BY INSTRUMENT RECORDED DECEMBER 9, 1974, AS DOCUMENT NO. 22928088, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1193 Provincetown Drive, Country Club Hills, IL 60478

PIN: #31-03-202-027

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 herby granted are, or maybe, in any manner encumbered or charged.

0920408430 Page: 2 of 3

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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:

- (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 rest ic ive covenants, terms, conditions, contracts, provisions, zoning ordinances and other items of record in any county in value 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 **\_\_Assist\_Secretary**\_\_, and, if applicable, to be attested by its **\_\_Assist\_Secretary**\_\_, the day and year first above written.

Wells Fargo Bank, N.A. as Trustee under Pooling and Servicing Agreement Dated as of November 1, 2004 Asset-Backed Pass-Through Certificates Series 2004-WHQ2,	
	TSO
Tonya Blechinger Assist. Secretary	~-/x.
By and through its Attorney-in-Fact, Barclays Capital	Real Estate, Inc., NO. <u>09-127</u>
a Delaware Corporation, d/b/a HomEq Servicing  ATTEST: Noriko Colston Assist. Secretary THIS DOCUMENT WAS PREPARED BY: Barbara J. Dutton, Dutton & Dutton P.C., 10325	
MAIL TO:	SEND SUBSEQUENT TAX BILLS TO:
William A. English III	

20621 Attica

Olympia Fields, IL 60461

0920408430 Page: 3 of 3

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State of California County of Sacramento } ss.

On June 9, 2009, before me, J.Gualano, Notary Public, personally appeared Tonya Blechinger 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/the.r authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the carrier 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. # Ano Noriko Colston

Witness my hand and official sear.

Notary signature

J. GUALANO COMM. # 1607324



