

File # 42336

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Doc#: 0925810089 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/15/2009 11:23 AM Pg: 1 of 7

For Recorder's Use Only

STEWART TITLE COMPANY
2055 W. Army Trail Road, Suite 110
Addison, IL 60101
630-829-4000

STC - 590698

WARRANTY DEED PURSUANT TO A DEED IN LIEU OF FORECLOSURE

The Grantor(s), JERZY FIDECKI of the CITY OF NAPERVILLE, ILLINOIS, County of DUPAGE, State of Illinois, for and in consideration of Ten dollars (\$10.00), in hand paid, convey and warrant to FAMILY FEDERAL SAVINGS OF ILLINOIS the following described Real Estate situated in the County of COOK, in the State of Illinois, to wit:

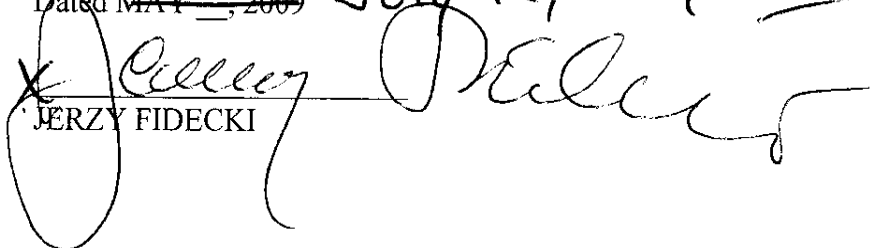
THE SOUTH 1/2 OF THE WEST 25 FEET OF LOT 17 IN BLOCK 8 IN FREE'S ADDITION TO JEFFERSON A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE INDIAN BOUNDARY LINE IN COOK COUNTY, ILLINOIS.

The common address of the property is 5932 WEST LAWRENCE AVENUE, CHICAGO, ILLINOIS 60630.

P.I.N.: 13-08-430-030

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Dated ~~MAY 15, 2009~~ July 12, 2009 JCF


JERZY FIDECKI

6/15/09
JCF
Office

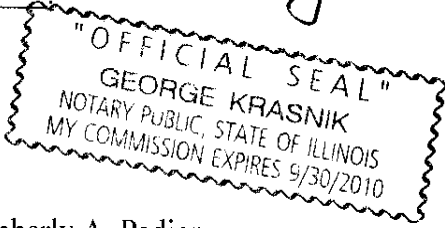
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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify, that JERZY FIDECKI are personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and signed and delivered the said instrument as their free and voluntary act.

Given under my hand and official seal, this 12 day of July 2009.
Commission expires _____, 20____

Notary Public



This instrument was prepared by Kimberly A. Padjen.

SEND SUBSEQUENT TAX BILLS TO:
FAMILY FEDERAL SAVINGS OF ILLINOIS
5217-25 WEST 25TH STREET
CICERO, ILLINOIS 60804

MAIL TO:
Gomberg, Sharfman, Gold &
Ostler, P.C.
208 S. LaSalle St., #1410
Chicago, IL 60604

EXEMPT^M under provisions of Paragraph
Section 4, Real Estate Transfer Tax Act.
7/12/09 DiL B6
Date Buyer, Seller or Representative

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Our file Number: 42336

**CONTRACT TO ACCEPT DEED
IN PAYMENT OF MORTGAGE DEBT**

This Agreement is made and entered into ^{July 12} ~~MAY~~, 2009, between FAMILY FEDERAL SAVINGS OF ILLINOIS (hereinafter referred to as "Lender"), and JERZY FIDECKI (hereinafter referred to as "Borrower").

WITNESSETH

LENDER, now the owner of the Notes secured by a first mortgage executed by Borrower, as Mortgagor and to Lender, as Mortgagee dated JUNE 24, 2004, and recorded in the Office of the Recorder of Deeds of COOK County, Illinois, on AUGUST 3, 2004 as Document Number 0421601310 (hereinafter referred to as the "Mortgage"). The subject property is legally described as follows:

THE SOUTH 1/2 OF THE WEST 25 FEET OF LOT 17 IN BLOCK 8 IN FREE'S ADDITION TO JEFFERSON A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE INDIAN BOUNDARY LINE IN COOK COUNTY, ILLINOIS.

The common address of the property is 5932 WEST LAWRENCE AVENUE, CHICAGO, ILLINOIS 60630
P.I.N.: 13-08-430-030

Said first mortgage is evidenced by a Note which is now held and owned by Lender and described in and secured by said Mortgage. The unpaid principal sum of the Note is TWO-HUNDRED AND FOURTEEN THOUSAND SIX HUNDRED NINETY AND 82/100 (\$214,690.82) Dollars which is now due and payable (hereinafter referred to as the "Note").

Borrower desires to procure a cancellation and extinguishment of said indebtedness, and desires and has proposed to convey the above described real estate and all of its right, title and interest therein to the Lender in payment and satisfaction of said Mortgage indebtedness. Borrower hereby requests Lender accept a Deed in Lieu of Foreclosure in satisfaction of the remaining Mortgage debt. To induce Lender to accept a Deed in Lieu of Foreclosure Borrower states and affirms the following:

(A) Borrower holds equitable and legal title to the subject property.

(B) Borrower affirmatively states that all utilities including but not limited to gas, electric, water, trash/debris removal, landscaping services are paid to date and there is no balance due or owing to any utility or service provider. Nor, is there any executory contracts or agreement with any service provider to provide future services that has not already been paid for by the

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Borrower. Borrower agrees to provide proof of payment to Lender before execution of this document. Additionally Borrower agrees to assign and transfer any and all security deposits for the utility and service providers

(C) Borrower affirmatively states that no management company has been employed by the Borrower or its agents for the property and no management fees are due or payable for the property. Borrower has signed an Affidavit attesting that no property manager has been retained for the property.

To the best of his knowledge

(D) Borrower ~~affirmatively~~ states that it has no knowledge or notice of any violations from any local, state or federal laws or regulations relating to this property, which violation has not been corrected. county, municipality, municipal agency or county agency in regard to the subject property. Nor, is Borrower aware of any court action or civil action in regard to the property.

To the best of his knowledge

(E) Borrower ~~affirmatively~~ states that it is unaware of any material defects in the property, including the heating, air conditioning, ventilating systems, plumbing systems, electrical systems, sanitary sewer or other disposal system.

to the best of his knowledge

(F) Borrower ~~affirmatively~~ states that it is unaware of any unsafe concentrations of asbestos or radon on the premises.

(G) Borrower agrees to surrender possession of the property on MAY 15, 2009.

Borrower agrees to deliver property in the same condition as inspected on , and convey by Bill of Sale the existing, carpeting and window treatments, if any.

Acceptance of this Contract by Lender is expressly contingent upon a final title examination prior to recordation of the Deed described herein. Said examination must disclose no additional claims or liens upon the real estate beyond those set forth in Title Commitment Number TM 278775 prepared by STEWART TITLE GUARANTY COMPANY.

The parties intend for the transfer of the property to be an absolute conveyance of fee simple title to the subject property. After the conveyance no debt will exist between the parties, either on or off the record.

Borrower has been advised and acknowledges that the fair market value of the subject property may exceed the mortgage indebtedness. Borrower hereby acknowledges and agrees that should the Lender obtain a surplus or profit from the subsequent sale of the subject property the Borrower relinquishes any right or claim to said proceeds of sale.

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Borrower affirmatively states that he/she is competent to execute this Agreement. Borrower further states that there was no fraud, duress or undue influence exerted on the part of the mortgagee/grantee to induce him to enter into or to execute this Agreement.

Borrower agrees to co-operate with Lender to sign or obtain any additional documentation necessary for the Lender to obtain clear and marketable title to the property. This agreement will survive this agreement and the execution of the Warranty Deed.

Borrower further states that this Agreement for the Deed in Lieu of Foreclosure will not render the Borrower insolvent or act to the prejudice of any other creditors of the Borrower

Borrower has therefore, contemporaneously herewith and in consideration hereof, conveyed said real estate to Lender or Lender's successors or assigns by their Warranty Deed to Lender, bearing even date herewith and have delivered to Lender the full and absolute fee simple title to said real estate and full and absolute ownership thereof.

NOW, THEREFORE, the Lender has agreed to accept, and does accept, said conveyance in full payment, satisfaction and discharge of said Borrower's obligation to pay the indebtedness and all unpaid interest thereon, and it is hereby agreed by and between the parties hereto, in consideration of said conveyance, that all of said Mortgage indebtedness and interest thereon secured by said Mortgage has been and is hereby canceled, satisfied and extinguished, and that all persons liable thereon are hereby released and discharged but that said indebtedness and all unpaid interest thereon be and hereby remain an in rem obligation secured by the property.

All promises, undertakings and agreements of the parties hereto, in respect to, or relating to the subject matter of the Agreement are expressed and embodied herein.

This Contract is void if not accepted on MAY 15, 2009.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Lender:
FAMILY FEDERAL SAVINGS OF ILLINOIS

By: [Signature]
FRANK M. GUSZCZO
Its: V.P. / TREASURER

Borrower(s):
[Signature]
JERZY FIDECKI

THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT ARE COPIES AND ARE NOT ORIGINAL SIGNATURES.

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LENDER NOTARY

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify, that Frank M. Guesado is personally known to me to be the Vice President of FAMILY FEDERAL SAVINGS OF ILLINOIS, the Lender, and personally known to me to be the same person whose name is subscribed to the foregoing instrument and such person appeared before me this day in person and severally acknowledged that (s)he signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 4th day of September, 2009.

Commission expires 7/5, 2010.
Esther Leahy
NOTARY PUBLIC



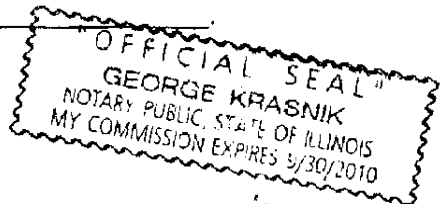
BORROWER NOTARY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify, that JERZY FIDECKI personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument appeared before me this day in person and signed and delivered the said instrument as their free and voluntary act.

Given under my hand and official seal, this 12 day of July, 2009.
Commission expires _____, 20____.

Notary Public



"THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT ARE COPIES AND ARE NOT ORIGINAL SIGNATURES."

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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 title to real estate under the laws of the State of Illinois.

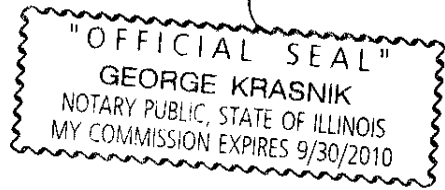
Dated: 7/12, 2009

Signature: X

[Handwritten Signature]
Grantor or Agent

Subscribed and sworn to before me by the said ~~Grantor~~ this 12 day of July, 2009.

[Handwritten Signature]
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 personal, 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: 9-4-, 2009

Signature:

[Handwritten Signature]
Grantee or Agent

Subscribed and sworn to before me by the said 9-4 this ___ day of _____, 2009.

[Handwritten Signature]
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 the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)