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0928129025

Doc#: 0928129025 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/08/2009 11:51 AM Pg: 1 of 14

Property of Cook County Clerk's Office

COVER SHEET

IL145D - Parks Title

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(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 August 18, 2009, between the **FEDERAL DEPOSIT INSURANCE CORPORATION**, as Receiver for **WASHINGTON MUTUAL BANK, FORMERLY KNOWN AS WASHINGTON MUTUAL BANK, FA**, Henderson, Nevada (herein referred 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 laws 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 hand paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor 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 might arise by common law and any covenants or warranties created by statute, as the same may be hereafter amended or superseded, are excluded, all of Grantor's right, title and interest in the property more particularly described on Exhibit A attached hereto and incorporated herein,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**

Matter # C09-12837

Receiver's Deed - Page 1

Washington Mutual Bank-JPMorgan Chase Bank, National Association

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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 LAWS, RULES, ORDINANCES, 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 MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE SUBJECT PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO, (H) THE EXISTENCE, 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 REGARDING 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 GRANTOR 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 HEREBY EXPRESSLY, UNCONDITIONALLY, AND IRREVOCABLY WAIVED, 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. Notwithstanding 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, enforceability, 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 waiver by 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 ad valorem taxes, standby 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 becoming due by reason of a change in usage or ownership, or both, of the Subject Property.

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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:

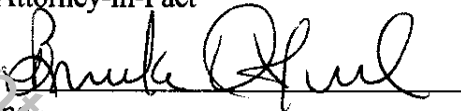

Print Name: Jill Kelsey


Print Name: ANN CADY

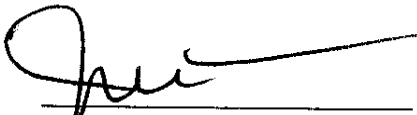
GRANTOR:

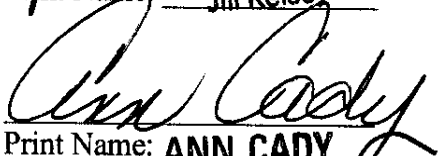
FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for WASHINGTON MUTUAL BANK, formerly known as Washington Mutual Bank, FA

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

By: 
Name: Brenda Oxford
Title: Vice President
Date: _____

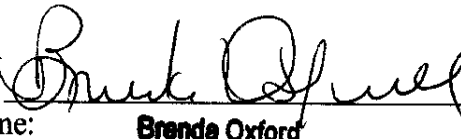
Witnesses:


Print Name: Jill Kelsey


Print Name: ANN CADY

GRANTEE:

JPMORGAN CHASE BANK NATIONAL ASSOCIATION, a national banking association

By: 
Name: Brenda Oxford
Title: Vice President
Date: _____

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ACKNOWLEDGMENTS

STATE OF FLORIDA §
 §
COUNTY OF DUVAL §

The foregoing instrument was acknowledged before me on the 18th day of August, 2009, by Brenda Oxford, as Vice President of JPMorgan Chase Bank, National Association, a national banking association, as Attorney-in-Fact for the Federal Deposit Insurance Corporation as Receiver for Washington Mutual Bank, formerly known as Washington Mutual Bank, FA, on behalf of the Bank, who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

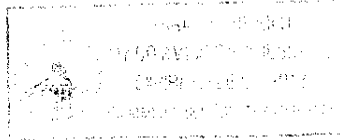


Sarah K. Arnold
Notary Public

STATE OF FLORIDA §
 §
COUNTY OF DUVAL §

The foregoing instrument was acknowledged before me on the 18th day of August, 2009, by Brenda Oxford, as Vice President of JPMorgan Chase Bank, National Association, a national banking association, on behalf of the Bank, who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



Sarah K. Arnold
Notary Public

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EXHIBIT A PROPERTY DESCRIPTION

The East 7 Feet of Lot 45 and Lot 46 in Block 3 in M.D. Birge and Co's Subdivision of the North 1/2 of the South East 1/4 of the South East 1/4 of Section 4, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois ✓

Permanent Index Number: 16-04-421-037-0000 ✓

Commonly Known As: 4906 W. Iowa St., Chicago IL 60651 ✓

Property of Cook County Clerk's Office

Exempt under Real Estate Transfer Tax Law 35 ILCS 200/31-45
sub par E and Cook County Ord. 93-U-21 par. 9

Date 10/8/09 Sign. M. Mitchell

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Recording Requested By and
When Recorded Mail To:

When Recorded Mail To:
JP Morgan Chase Bank
7255 Baymeadows Way
REO-Dept. -FL5-7241
Jacksonville, FL 32256

Space Above for Recording Information

LIMITED POWER OF ATTORNEY

Wells Fargo Bank, N.A., a national banking association organized and existing under the laws of the United States of America and having a place of business at **9062 Old Annapolis Rd, Columbia, MD 21045** solely in its capacity as Trustee (solely in such capacity, the "Trustee") pursuant to those certain Pooling and Servicing Agreements referenced on Exhibit A hereto (the "Agreements") by and among the Trustee, JP Morgan Chase Bank, National Association (the "Servicer"), and Washington Mutual Bank (the "Depositor"), hereby constitutes and appoints JP Morgan Chase Bank, National Association ("JPMorgan Chase"), by and through its officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans serviced by JPMorgan Chase pursuant to the Agreements solely for the purpose of performing such acts and executing such documents in the name of the Trustee, to the extent consistent with the terms and conditions of the Agreements, necessary and appropriate to carry out its servicing obligations and effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust", respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various certificateholders (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which JPMorgan Chase is servicing the Mortgage Notes and Mortgages. All capitalized terms used, but not defined, in this Limited Power of Attorney shall have the meanings given to them in the related Agreement.

This Limited Power of Attorney shall apply only to the following enumerated transactions and nothing herein or in any of the Agreements shall be construed to the contrary:

1. The modification or re-recording of a Mortgage or Deed of Trust, where such modification or re-recording is solely for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued; provided that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the related Agreements.

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2. The execution, on behalf of the Trustee, of a loan modification agreement entered into between the Mortgagor and Trustee as provided in the related Agreement.

3. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit that lawfully and appropriately has exercised its powers of eminent domain; this section also shall include, without limitation, the authority to consent to temporary and permanent easements, and to the execution of partial satisfactions or releases, partial reconveyances or the execution or requests to trustees to accomplish same.

4. The execution of documents consenting to lot splits, lot line adjustments and similar property adjustments, partial satisfactions or releases, partial reconveyances or the execution or requests to trustees to accomplish same.

5. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.

6. The completion of loan assumption agreements.

7. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.

8. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.

9. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.

10. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure, including, without limitation, any and all of the following acts:

- a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
- b. the preparation and issuance of statements of breach or non-performance;
- c. the preparation and filing of notices of default and/or notices of sale;
- d. the cancellation/rescission of notices of default and/or notices of sale;

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- e. the taking of deeds in lieu of foreclosure; and
- f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 10.a. through 10.e. above.

11. With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including without limitation, the execution of the following documentation:

- a. listing agreements;
- b. purchase and sale agreements;
- c. grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
- d. escrow instructions; and
- e. any and all documents reasonably necessary to effect the transfer of property.

12. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.

13. If JPMorgan Chase is defending the trust and/or the Trustee in litigation pursuant to an obligation or duty to defend arising under any one of the Agreements, to execute and/or file such documents, and take such other action as is proper and necessary in the defense of the trust and/or the Trustee in such litigation and in the resolution of such litigation provided that JPMorgan Chase has provided sufficient prior notice of such litigation (and the defense of such litigation) regarding the trust and/or Trustee to the Trustee.

This Limited Power of Attorney is effective as of the date below and shall remain in full force and effect until revoked in writing by the undersigned or termination of the Agreements, whichever is earlier.

This Limited Power of Attorney is to be construed and interpreted only as a limited power of attorney. The enumeration of specific items, rights, acts, or powers in this Limited Power of Attorney is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to the Trustee under any of the Agreements, or (ii) be construed to grant JPMorgan Chase the power to initiate or defend any suit, litigation or proceeding in the name of Wells Fargo Bank, N.A. (or any of its affiliates, parent(s), or subsidiaries) except as specifically provided for in this Limited Power of Attorney. If JPMorgan Chase receives any notice of suit, litigation or proceeding in the name of Wells Fargo Bank, N.A., then JPMorgan Chase shall promptly forward a copy of same to the Trustee.

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This Limited Power of Attorney is not intended to extend the powers granted to JPMorgan Chase under any of the Agreements or to allow JPMorgan Chase to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreements.

JPMorgan Chase hereby agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the imprudent or improper exercise by JPMorgan Chase of the limited powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreements or the earlier resignation or removal of the Trustee under the Agreements.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, Wells Fargo Bank, N.A., solely in its capacity as Trustee, has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 29th day of July, 2009.

WELLS FARGO BANK, N.A.
As Trustee

By: 
Name: Kevin T. Ogden
Title: Vice President

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NOTARY'S ACKNOWLEDGMENT

STATE OF MARYLAND)
) ss:
COUNTY OF BALTIMORE)

On July 29th, 2009, before me, Colleen Perry, a Notary Public in and for said state, personally appeared Kevin Trogdon of Wells Fargo Bank, NA as Trustee for (SEE EXHIBIT A ATTACHED), 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 that same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)
Notary Public, State of Maryland

Colleen Perry
Notary Public
Baltimore County
Maryland
My Commission Expires 8-21-2012

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EXHIBIT A

Wells Fargo Bank, N.A. as trustee for WaMu Mortgage pass-through Certificates Series 2004-PR1 Trust

Wells Fargo Bank, N.A. as trustee for WaMu Mortgage pass-through Certificates Series 2004-PR2 Trust

Wells Fargo Bank, N.A. as Trustee for WaMu Mortgage Pass-Through Certificates Series 2005-PR1 Trust

Wells Fargo Bank, N.A. as Trustee for WaMu Mortgage Pass through Certificates Series 2005-PR2 Trust

Wells Fargo Bank, N.A. as Trustee for WaMu Mortgage Pass-Through Certificates, Series 2005-PR4 Trust

Wells Fargo Bank, N.A. as Trustee for WaMu Mortgage Pass-Through Certificates, Series 2005-PR5 Trust

Wells Fargo Bank, N.A. as Trustee for WaMu Mortgage Pass-Through Certificates Services 2006-PR1 Trust

Wells Fargo Bank, N.A. as Trustee for WaMu Mortgage Pass-Through Certificates Services 2006-PR2 Trust

Wells Fargo Bank, N.A. as Trustee for WaMu Mortgage Pass-Through Certificates Series 2006-PR3 Trust

Wells Fargo Bank, N.A. as Trustee for WaMu Mortgage Pass-Through Certificates Series 2006-PR4 Trust

Wells Fargo Bank, N.A. as Trustee for WaMu Mortgage Pass-Through Certificates Series 2006-PR5 Trust

Wells Fargo Bank, N.A. as Trustee for WaMu Mortgage Pass-Through Certificates Series 2006-PR6 Trust

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STATEMENT BY GRANTOR AND GRANTEE

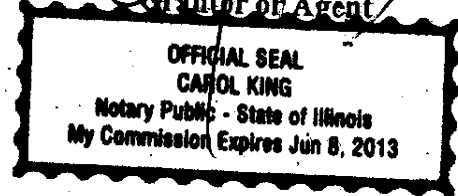
The Grantor or his Agent affirms that, to the best of his knowledge, the name of the Grantor shown on the Deed or Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate 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 October 7, 2009

Signature: _____

Grantor or Agent

Subscribed and sworn to before me by the said AGENT this 7 day of October, 2009.
Notary Public [Signature]



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 October 7, 2009

Signature: _____

Grantee or Agent

Subscribed and sworn to before me by the said AGENT this 7 day of October, 2009.
Notary Public [Signature]



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.

(Attached 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.)