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This instrument was prepared by and after recording return to:

Bruce A. Salk
Cohen, Salk & Huvard, P.C.
630 Dundee Road, Suite 120
Northbrook, Illinois 60062



Doc#: 0930842057 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/04/2009 11:09 AM Pg: 1 of 5

Mail subsequent tax bills to:

1080 Nerge LLC
c/o North Shore Bank
7800 Lincoln Ave
Skokie, IL 60077

For Recorder's Office Use Only

WARRANTY DEED

WAYNE HUMMER TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE ("**Trustee**") UNDER TRUST AGREEMENT DATED APRIL 28, 2004 AND KNOWN AS TRUST NUMBER LFT 1918, an Illinois land trust ("**Grantor**"), having an address at 222 S. Riverside, Chicago, IL 0606, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, does CONVEY AND WARRANT unto 1080 Nerge, LLC, having an address at c/o North Shore Community Bank & Trust, 7800 Lincoln Avenue, Skokie, Illinois 60077 ("**Grantee**"), the real estate situated in the County of Cook, in the State of Illinois, described on Exhibit A attached hereto (the "**Real Estate**").

TO HAVE AND TO HOLD the said Real Estate, together with all right, title and interest in and to all easements, rights, privileges and appurtenances to the Real Estate and all streets, alleys and other public ways adjacent thereto, unto the Grantee and its successors and assigns, forever, **SUBJECT TO:** general real estate taxes and general and special assessments not yet due and payable and covenants, conditions and restrictions of record; and hereby releasing and waiving all rights of redemption, rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, or other rights or interests of Grantor, MUELLER PROPERTIES, an Illinois general partnership or anyone claiming through or under any of such parties, and free and clear of any liens, claims, charges, pledges, security interests and other encumbrances except for those exceptions specifically set forth herein.

This Warranty Deed is an absolute conveyance and grant of all of Grantor's right, title and interest in the above-described real property and improvements thereon and easements and appurtenances thereto and is not intended as a mortgage, trust conveyance, or security of any kind. Grantor having sold, granted, and conveyed the above-described real property and all improvements thereon and easements and appurtenances thereto to Grantee for a fair and adequate consideration.

Grantor further declares that (a) this conveyance is freely and fairly made, executed and delivered pursuant to the terms of the Agreement for Deed Deed-In-Lieu of Foreclosure of Mortgaged Property dated September 9, 2009 by and among Grantor, MUELLER PROPERTIES, an Illinois general partnership and NORTH SHORE COMMUNITY BANK & TRUST (the "**Forbearance Agreement**") with the advice, or opportunity for advice, of legal counsel of Grantor's selection; (b) there are no agreements, oral or written, other than this Warranty Deed and the Forbearance

BOX 333-CT

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Agreement (and all documents referred to therein and executed in connection therewith) with respect to the above-described real property and improvements thereon and easements and appurtenances thereto described above; and (c) fair and adequate consideration has been given for Grantor's waiver of all redemption and cure rights permitted by law as more fully set forth in the Forbearance Agreement.

Grantor and Grantee state that it is their express intention that the fee interest herein granted in the above-described real property and all improvements thereon and easements and appurtenances thereto conveyed pursuant to this Warranty Deed shall not merge with or extinguish the lien of Grantee's Loan Documents, or the interests of Grantee or its successors or assigns thereunder, but will be and remain at all times separate and distinct, and that the above-described real property conveyed and all improvements thereon and easements and appurtenances thereto conveyed pursuant hereto shall remain subject to Grantee's Loan Documents, and Grantee's Loan Documents shall remain in full force and effect now and hereafter until and unless the above-described real property and all improvements thereon and easements and appurtenances thereto shall be sold at a foreclosure sale or the lien of Grantee's Loan Documents shall be discharged by Grantee through a recorded written instrument. All capitalized terms used herein and not defined shall have the respective meaning set forth in the Forbearance Agreement.

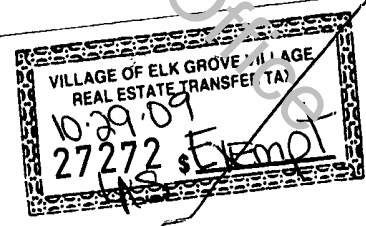
IN WITNESS WHEREOF, Grantor has executed this Warranty Deed as of September 11th, 2009.

WAYNE HUMMER TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 23, 2004 AND KNOWN AS TRUST NUMBER LFT 1918

By *Maria Boda*
Name MARIA BODA
Title VICE PRESIDENT

THIS TRANSACTION IS EXEMPT FROM THE PROVISIONS OF THE ILLINOIS REVENUE ACT, PURSUANT TO 35 ILCS 200/31-45(l) and the Cook County Transfer Tax under Paragraph M.

Charles M. Harvey Attorney
~~Grantor~~ Grantor's Agent



This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertaking and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

STATE OF ILLINOIS) **UNOFFICIAL COPY**

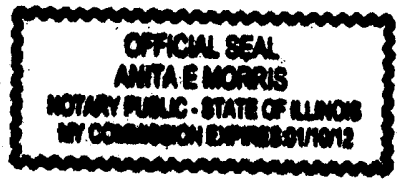
COUNTY OF ~~COOK~~ Lake) SS.

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY Maia Bora, Vice President of Wayne Numerand Trust Co. of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth; and the said Vice President ~~Secretary~~ then and there acknowledged that as custodian of the corporate seal of said Bank (s)he affixed the seal as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11th day of Sept, 2009.

Anita E. Morris
Notary Public

My Commission Expires: 01/01/12



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EXHIBIT A

PIN: 08-31-400-040-0000

Address: 1080 Nerge, Elk Grove Village, Illinois

PARCEL 1: LOT 3 IN FORD CITY BANK SUBDIVISION, BEING A SUBDIVISION OF LOT 1 IN L.O.A.R. ENTERPRISES SUBDIVISION, BEING A PART OF THE SOUTHWEST ¼ OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 1, 1985 AS DOCUMENT NO. LR 3452187, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS OF VEHICULAR AND PEDSTRIAN TRAFFIC FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED AUGUST 8, 1985 AS DOCUMENT NO. LR 3453708, IN COOK COUNTY, ILLINOIS.

PIN 08-31-400-040-0000

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STATEMENT BY GRANTOR AND GRANTEE

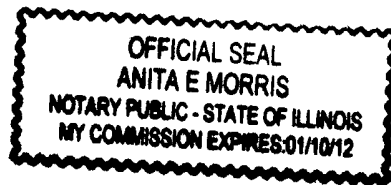
The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate 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 September 11, 2009

Signature: Maurice Bern (Grantor or Agent)

Subscribed and sworn to before me by the said grantor this 11th day of September, 2009.

Anita E. Morris
(Notary Public)



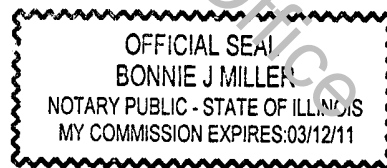
The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, 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 9-11, 2009.

Signature: _____ (Grantee or Agent)

Subscribed and sworn to before me by the said grantee this 11th day of 9, 2009.

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