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Our file: 42491
Loan Number: 816406-2

Doc#: 1001339021 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/13/2010 11:14 AM Pg: 1 of 8

STEWART TITLE COMPANY
2055 W. Army Trail Road, Suite 110
Addison, IL 60101
330-889-4000

For Recorder's Use Only

QUITCLAIM DEED PURSUANT TO A DEED IN LIEU OF FORECLOSURE

The Grantor(s), D FLEMING, LLC of the City of CHICAGO, County of COOK, State of Illinois, for and in consideration of Ten dollars (\$10.00), in hand paid, conveys and quitclaims to FAMILY FEDERAL SAVINGS OF ILLINOIS its interest in the following described Real Estate situated in the County of COOK, in the State of Illinois, to wit:

LOT 6 IN BLOCK 9 IN JACKSON PARK HIGHLAND, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The common address of the property is 6926 SOUTH JEFFERY BOULEVARD, CHICAGO, IL 60649.

P.I.N.: 20-24-322-017

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

Dated: 01 DEC, 2009

D FLEMING, LLC, a Limited Liability Company

By: Donald Fleming
President, DFleming, LLC
Its: Manager

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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 DAVID A. FLEMING, personally known to me to be the Manager of D. FLEMING, LLC, a Limited Liability Company, and 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 his/her free and voluntary act.

Given under my hand and official seal, this 1st day of December, 2009.
Commission expires 7/6, 2010.

[Signature]

Notary Public



This instrument was prepared by Kimberly A. Padjen.

SEND SUBSEQUENT TAX BILLS TO:
FAMILY FEDERAL SAVINGS OF ILLINOIS
5525 WEST 25TH STREET
CICERO, IL 60804

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

EXEMPT under provisions of Paragraph 4
Section 4, Real Estate Transfer Tax Act

12/1/2009 [Signature]
Date Buyer, Seller or Representative

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STATEMENT BY GRANTOR AND GRANTEE

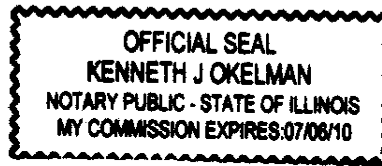
The Grantor or his agent affirm that, to the best of his/her knowledge, the name of the Grantee shown on the Deed or Assignment of Beneficial Interest in a Land Trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real 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: 01 DEC, 2009

Signature: *Dave Fleming*
Grantor, or Agent

Subscribed and sworn to before me by the said Grantor this 1st day of December, 2009.

[Signature]
NOTARY PUBLIC



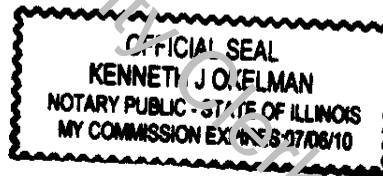
The Grantee or his/her agent affirms and verifies that the name of the Grantee shown on the Deed or Assignment of Beneficial interest in a Land Trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, 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: 12/1, 2009

Signature: *[Signature]*
Grantee, or Agent

Subscribed and sworn to before me by the said Grantee this 1st day of December, 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 the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

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Our file Number: 42491
Loan Number: 816406-2

CONTRACT TO ACCEPT DEED IN PAYMENT OF MORTGAGE DEBT

This Contract to Accept Deed in Payment of Mortgage Debt (the "Agreement") is made and entered into as of 12/11/09, between FAMILY FEDERAL SAVINGS OF ILLINOIS (hereinafter referred to as "Lender"), and D FLEMING, LLC (hereinafter referred to as "Borrower").

WITNESSETH

Whereas, the LENDER, is now the owner of the Note(s) secured by a first mortgage executed by Borrower, as Mortgagor, to Lender, as Mortgagee on a Mortgage dated OCTOBER 10, 2007, and recorded in the Office of the Recorder of Deeds of COOK County, Illinois, on OCTOBER 18, 2007 as Document Number 0729140034 (hereinafter referred to as the "Mortgage"); and

Whereas, the real estate that is legally described in the Mortgage (the "Real Estate") is as follows:

LOT 6 IN BLOCK 9 IN JACKSON PARK HIGHLAND, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The common address of the property is 6926 SOUTH JEFFERY BOULEVARD, CHICAGO, IL 60649

P.I.N.: 20-24-322-017-0000

Whereas, the unpaid principal sum of the Note is NINE HUNDRED THOUSAND NINETY SEVEN AND 54/100 (\$900,097.54) Dollars which is now due and payable (hereinafter referred to as the "Note").

Whereas, the Borrower desires to procure a cancellation and extinguishment of said indebtedness, and desires and has proposed or proposes 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; and

1. Representations of the Borrower. To induce the Lender to accept a Deed in Lieu of Foreclosure (hereinafter the "Deed") the Borrower states and affirms the truth and accuracy of the following in regard to the Real Estate:

(A) Borrower holds equitable and legal title to the Real Estate.

FILED
IN THE OFFICE OF THE RECORDER OF DEEDS
COOK COUNTY, ILLINOIS
DEC 11 2009

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(B) Subject to what was previously disclosed to the Lender, 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. There is no executory contract(s) or agreement(s) with any service provider to provide future services that has not already been paid for by the Borrower. Borrower agrees to provide proof of payment to Lender before execution of this Agreement. Additionally Borrower agrees to assign and transfer to the Lender any and all security deposits for utilities and service providers.

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

(D) Borrower affirmatively states that (except for a building violation pending as 08 M1 401724) it has no knowledge or notice of any violations of any local, state or federal law or regulation relating to the Real Estate, which violation has not been corrected. Borrower is not aware of any court action or civil action in regard to the Real Estate.

(E) Borrower affirmatively states that it is unaware of any material defects in the Real Estate including the heating, air conditioning, ventilating systems, plumbing systems, electrical systems, sanitary sewer or other disposal system. Lender is aware of the current status of the construction at the Real Estate.

(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 Real Estate within 7 days of execution of this Agreement, subject to the Lease detailed in Section 13 hereof.

(H) Borrower agrees to convey by Bill of Sale all personal property located on the Real Estate, if any.

2. Title. Acceptance of this Agreement by the Lender is expressly contingent upon a title examination prior to recordation of the Deed described herein. Such title examination must disclose no additional claims or liens upon the Real Estate beyond those set forth in Title Commitment Number TM280178 issued by STEWART TITLE GUARANTY COMPANY.

3. Absolute Conveyance. The parties intend for the transfer of the Real Estate to be an absolute conveyance of fee simple title to the Real Estate. After the conveyance of the Real Estate to the Lender all debt of the Borrower to the Lender for this mortgage loan is extinguished.

4. Fair Market Value. Borrower has been advised and acknowledges that the fair market value of the Real Estate may exceed the indebtedness due the Lender pursuant to the Note. Borrower

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hereby acknowledges and agrees that should the Lender obtain a surplus or profit from the subsequent sale of the Real Estate the Borrower relinquishes any right or claim to such proceeds of sale.

5. Competency. Borrower affirmatively states that he/she/they is/are competent to execute this Agreement. Borrower further states that there was no fraud, duress or undue influence exerted on the part of the Lender to induce him/her/them to enter into or to execute this Agreement.

6. Co-Operation. 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 Real Estate. This agreement in regard to co-operation will survive this Agreement and the execution of the Deed to the Lender.

7. Insolvency. Borrower further states that this Agreement for Deed will not render the Borrower insolvent or act to the prejudice of any other creditors of the Borrower.

8. Conveyance. Borrower contemporaneously herewith and in consideration hereof, conveyed the Real Estate to the Lender or the Lender's successors or assigns by their Quitclaim Deed to the Lender bearing even date herewith and have delivered to Lender the full and absolute fee simple title to the Real Estate and full and absolute ownership thereof.

9. Acceptance by the Lender. The Lender has agreed to accept, and does accept the Deed in full payment, satisfaction and discharge of the Borrower's obligation to pay the indebtedness and all unpaid interest thereon as set forth in the Note.

10. Cancellation of Debt. It is hereby agreed by and between the parties hereto, that all of the indebtedness of the Borrower pursuant to the Note and all interest thereon as secured by the 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 shall be and hereby remain an in rem obligation secured by the Real Estate.

11. Release of Lender. The Borrower in consideration of this Agreement and the cancellation of the indebtedness pursuant to the Note hereby release the Lender from any and all liability in regard to any action of the Lender that in any way relate to the Note and the Mortgage which is the subject matter of this Agreement prior to the date of this Agreement. The Borrower intends that this paragraph act as a General Release of the Lender in regard to the transactions described in this Agreement.

12. Legal Representation. The Borrower has had the opportunity to consult with legal counsel prior to the execution of this Agreement and the other documents that are to be executed contemporaneously with this Agreement.

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13. Lease to David Fleming. Contemporaneously with this Agreement, the Lender is entering into a month to month lease with David Fleming ("Fleming") wherein Fleming will remain a tenant in the Real Estate as set forth in such lease.

14. Plans and Specifications. Contemporaneously with the execution of this Agreement, the Borrower is delivering to a representative of the Lender all of the Plans, Specifications, Architectural Drawings, Contracts and any and all other documentation which relate to the construction of improvements on the Real Estate. The cancellation of debt set forth at Section 10 hereof is subject to the good faith material delivery of the documents set forth above.

15. Full Agreement. 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.

IN WITNESS WHEREOF, the parties hereto executed this Agreement as of the date first above written.

Lender:
FAMILY FEDERAL SAVINGS OF ILLINOIS

By: [Signature]
FRANK M. GUERINO
Its: PRESIDENT

Borrower(s):
D FLEMING, LLC, a Limited Liability Company

By: [Signature]
President, DFleming LLC
Its: Manager

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LENDER NOTARY

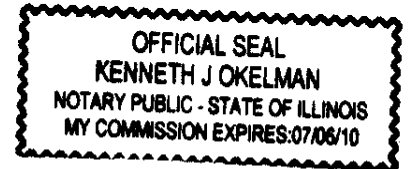
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify, that FRANK M. GUESSO personally known to me to be the _____ of FAMILY FEDERAL SAVINGS OF ILLINOIS and personally known to me to be the same person whose name is subscribed to the foregoing instrument and that such person appeared before me this day in person and 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 1st day of December, 2009.

Commission expires 7/16, 2010.

 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 DAVID A. FLEMING, personally known to me to be the Manager of D. FLEMING, LLC, a Limited Liability Company, and 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 his/her free and voluntary act.

Given under my hand and official seal, this 1st day of December, 2009.

Commission expires 7/16, 2010.

 Notary Public

