

UNOFFICIAL COPY

Prepared By:

Leila H. Hansen, Esq.
9041 S. Pecos Road #3900
Henderson, NV 89074
Phone: 702-736-6400

After Recording Mail To:

Kondaur Capital Corporation
1100 Town and Country Road, Unit 1600
Orange, California 92868

Mail Tax Statement To:

Kondaur Capital Corporation
1100 Town and Country Road, Unit 1600
Orange, California 92868



1004918040

Doc#: 1004918040 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/18/2010 12:59 PM Pg: 1 of 4

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED IN LIEU OF FORECLOSURE

TITLE OF DOCUMENT

KNOWN ALL MEN BY THESE PRESENTS, that **FC-1 LLC, Series 845 West Buckingham**, hereinafter called grantor, for \$500,000.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **Kondaur Capital Corporation**, hereinafter called grantee, and unto grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in the Cook County, Illinois, described as follows:

LOT 52 IN BLOCK 2 IN BUCKINGHAM'S SUBDIVISION OF LOT 4 IN THE PARTITION OF THE NORTH $\frac{3}{4}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

This being the identical property conveyed to FC-1 LLC, Series 845 West Buckingham the GRANTOR herein by Deed from Charles T. Mudd, a bachelor dated November 30, 2009, recorded December 16, 2009 and filed as Instrument No. 0935018026

COMMONLY known as: 845 West Buckingham Place, Chicago, Illinois 60657

Assessor's Parcel Number: 14-20-420-012-000

To have and to hold the same unto the said grantee and grantee's successors and assigns forever.

This deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

This deed does not effect a merger of the fee ownership and the lien of the mortgage described below. The fee and lien shall hereafter remain separate and distinct. By acceptance and recording of this deed, grantee covenants and agrees that it shall forever forbear taking any action whatsoever to collect against grantor on the obligations which are secured by the mortgage/deed of trust (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceedings to foreclosure that mortgage, grantee shall not seek, obtain or permit a deficiency judgment against grantors, their heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the event that grantor attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to grantee.

Grantor does hereby assign and transfer to grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage described below.

Box 334

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Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made.

The true and actual consideration for this transfer consists of grantee's waiver of its right to bring an action against Grantor based on the promissory note secured by the mortgage hereinafter described and agreement not to name the grantor as a party to a foreclosure action stated above with respect to that certain mortgage signed on the May 31, 2007, by grantor in favor of **Mortgage Electronic Registration Systems, Inc. (MERS)** solely as nominee for **Chicago Bancorp, Inc.**, and recorded at Doc. No. 0715847146 real property records of Cook County, Illinois on the June 7, 2007, and according to public record the beneficial interest of the Mortgage/Deed of Trust was assigned to **Wells Fargo Bank, N.A.** by assignment recorded _____, Instrument No. **0930311027**.

In construction this deed and where the context so requires, the singular included the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

Dated this 8 day of February, 2010.

FC-1 LLC, Series 845 West Buckingham

BY: [Signature]

Printed Name & Title: Charles Mudd (Sole Mgr)

ACKNOWLEDGMENT

STATE OF Illinois

ss

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 8th day of February, 2010, by Charles Mudd, as Sole Manager of FC-1 LLC, Series 845 West Buckingham, a LLC corporation, on behalf of the corporation LLC.

NOTARY RUBBER STAMP/SEAL



NOTARY PUBLIC

Patrice M Connolly
PRINTED NAME OF NOTARY

MY Commission Expires: 6/14/2012

STATE OF ILLINOIS



FEB. 18. 10

REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE

0000000154

REAL ESTATE
TRANSFER TAX

0005000

FP 103032

CITY OF CHICAGO



FEB. 18. 10

REAL ESTATE TRANSACTION TAX
DEPARTMENT OF REVENUE

0000000564

REAL ESTATE
TRANSFER TAX

0052500

FP 103033

COOK COUNTY
REAL ESTATE TRANSACTION TAX



FEB. 19. 10

REVENUE STAMP

0000000154

REAL ESTATE
TRANSFER TAX

0002500

FP 103034

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EXHIBIT "B" **ESTOPPEL AFFIDAVIT**

STATE OF Illinois
COUNTY OF Cook

FC-1 LLC, Series 845 West Buckingham, being first duly sworn, depose and say: "That they are the identical parties who made, executed, and delivered that certain Deed in Lieu of Foreclosure to **Kondaur Capital Corporation**, dated the 8 day of Feb, 2010, conveying the following described property, to-wit:

LOT 52 IN BLOCK 2 IN BUCKINGHAM'S SUBDIVISION OF LOT 4 IN THE PARTITION OF THE NORTH ¼ OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID # **14-20-420-012-000**

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to **Kondaur Capital Corporation**, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiants as grantors in said deed to convey, and by said deed these affiants did convey to **Kondaur Capital Corporation**, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **Kondaur Capital Corporation**;

That in the execution and delivery of said deed affiants were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

That aforesaid deed was not given as a preference against any other creditor or the deponents or either of them; that at the time it was given there was no other person or persons, firms or corporations, other than **Kondaur Capital Corporation**, who have interest, either directly or indirectly, in said premises; that these deponents are solvent and have not other creditors whose rights would be prejudiced by such conveyance, and that deponents are not obligated upon any bond or mortgage or other security whereby any lien has been created or exists against the premises described in said deed.

That the consideration for said deed was and is payment to affiants of the sum of \$500,000.00 by **Kondaur Capital Corporation**, agreement to forebear taking any action against affiants to collect on the obligations secured by the mortgage described below, other than by foreclosure of that mortgage and to not seek, obtain or permit a deficiency judgment against affiants in such foreclosure action. The mortgage referred to herein was executed by the undersigned to **Mortgage Electronic Registration Systems, Inc. (MERS) solely as nominee for Chicago Bancorp, Inc.**, on the May 31, 2007, and recorded at Doc. No. 0715847146 real property records of Cook County, Illinois, and according to public record the beneficial interest of the Mortgage/Deed of Trust was assigned to **Wells Fargo Bank, N.A.** by assignment recorded _____, Instrument No. **0930311027**. At the time of making said deed in lieu of foreclosure affiants believed and now believe that the aforesaid consideration therefore represents the fair value of the property so deeded, or more.

This affidavit is made for the protection and benefit of **Kondaur Capital Corporation**, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

That affiants, and each of them will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

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**WE (THE BORROWERS) UNDERSTAND THAT WE HAD A RIGHT TO OBTAIN
LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. WE HAVE EITHER
DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.**

Dated this 8 day of Feb, 2010.

FC-1 LLC, Series 845 West Buckingham

BY: [Signature]

Printed Name & Title: Charles Mudd (Sole Mgr)

ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook ss

The foregoing instrument was acknowledged before me this 8 day of February,
2010, by Charles Mudd, as
Sole Manager of FC-1 LLC, Series 845 West Buckingham, a
LLC corporation, on behalf of the corporation. LLC.

NOTARY RUBBER STAMP/SEAL



[Signature]
NOTARY PUBLIC

PRINTED NAME OF NOTARY
MY Commission Expires: _____

Prepared By:
Leila Hansen, Esq.
9041 South Pecos Road, Suite 3900
Henderson, Nevada 89074