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Doc#: 1010916054 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 04/19/2010 02:21 PM Pg: 1 of 5

This space is for recording information only.

### WARRANTY DEED (INDIVIDUAL(S))

JOZEF DLUGOPOLSVI and KATARZYNA DLUGOPOLSKI whose address is 12914 S. Archer Ave., Lemont, Illirois 69439 (Grantors), in consideration of the payment of Ten and no/100ths Dollars (\$10.00), the execution of a settlement agreement of even date herewith (Settlement Agreement) between Grantor and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as successor-in-interest to the Federal Deposit Insurance Corporation, Receiver for Community Bark of Lemont, whose address is 11 W. Madison, Oak Park, IL 60302 (Mortgagee), and the release of Grantor, to the extent and as provided in the Settlement Agreement, from personal liabili v for a money judgment or deficiency judgment under that certain first mortgage note (Note) executed on July 13, 2007, in the principal amount of SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00), that certain Mortgage securing said Note bearing even date thereof and recorded on September 13, 2007, as Document No. 0725640208 in Cook County, Illinois, Records (Mortgage) and other "Security Documents" as defined in Settlement Agreement, and for other good and valuable consideration in hand paid, the adequacy and sufficiency of which are hereby acknowledged, do hereby sell, grant, and convey to SA CHALLENGER, INC., a Minnesota Corporation, whose address is 11 W. Madison, Oak Park, IL 60302, (Grantee) the real property commonly known as 15353 W. 127th Street, and located in the City of Lemont, County of Cook, State of Illinois, and legally described on Exhibit "A" attached hereto, together with all improvements thereon and casements and appurtenances thereto, subject only to the lien of the Mortgage and other Security Documents (collectively, Grantee's Loan Documents), easements, restrictions, and other matters of record, matters disclosed by a current survey of the real property and the improvements thereor, and the rights of the parties in possession.

This Warranty Deed is an absolute conveyance and grant of all Grantors' 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, Grantors having sold, granted, and conveyed the above-described real property and all improvements thereof and easements and appurtenances thereto to Grantee for a fair and adequate consideration.

Grantors further declare that (a) this conveyance is freely and fairly made, executed, and delivered pursuant to the terms of the Settlement Agreement and with the advise, or opportunity

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for advice, of legal counsel of Grantors' selection; (b) that there are no agreements, oral or written, other than this Warranty Deed and the Settlement Agreement (and all documents referred to therein and executed in connection therewith) with respect to the above described real property and all improvements thereon easements and appurtenances thereto described above; and (c) that fair and adequate consideration has been given for Grantors' waiver of all redemption and cure rights permitted by law as more fully set forth in the Settlement Agreement.

Grantors and Grantee state that it is their express intention that the fee interest herein granted in the above-described real property and all improvements thereof 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' therefore derivative thereof and remain at all times separate and distinct, and that the above-described real property conveyed and all improvements thereof and easements and appurtenances thereof conveyed pursuant hereto shall remain subject to Grantee's Loan Documents, and Grantee's Loan Documents, and Grantee's Loan Documents shall remain in full force and effect now and hereafter until and unless the real property described above and all improvements thereof and easements and appurtenances thereto shall be sold at a foreclosure sale or the lien of Grantee's Loan Documents shall be discoursed by Grantee through a recorded written instrument.

The execution and delivery of this Warranty Deed is and shall be construed as Grantee's release of Grantors from any personal liability to the extent and as provided in the Settlement Agreement; provided, however, that the acceptance by Grantee of this Warranty Deed shall not prejudice, limit, restrict, or affect Grantee's or its successors' and assigns' claims of priority under Grantee's Loan Document over any other liens, charges, claims, or encumbrances of any kind whatsoever, or the validity and enforceability of Grantee's Loan Documents except as set forth herein.

IN WITNESS WHEREOF, Grantors have	we executed this Warranty Deed as of the 714
day of <u>APRIL</u> , 2010.	
GR	ANTORS:
	Dozet Muganon
Joze	ef Dlugopolski
STATE OF ILLINOIS )	V.
COUNTY OF <u>COOK</u> ) ss	Co
On this 7th day of APRIL  Jozef Dlugopolski to me known to be the pe acknowledged to me that they executed the same	, 2010, before me personally appeared ersons that executed the within document and as their free act and will.
Given under my hand and official seal, the	is 7th day of APRIL , 2010.
My Commission Expires: 10 23 2011	Notary Public Selmf-Navaly
ANNA SCHULZ - NOWAK  NOTARY PUBLIC, STATE OF ILLINOIS  MY COMMISSION EXPIRES 10/23/2011	Notary Public /

F:\COMMUNITY BANK\Dlugopolski\DecdlnLieuOfForeclosure\WarrantyDeed

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	Katarzyna Dlugopolski
STAT	E OF ILLINOIS )
COUI	Y OF <u>COOK</u> ) ss
Katar: ackno	On this $\frac{\gamma t}{2}$ day of $\frac{APLIL}{2}$ , 2010, before me personally appeared one. Dlugopolski to me known to be the persons that executed the within document and redged to me that they executed the same as their free act and will.
	Given under my hand and official seal, this 74 day of APLIL, 2010.
Му С	mmission Expires 10 23 20 10  "OFFICIAL SEAL"  ANNA SCHULZ - NOWAK  NOTARY PUBLIC, STATE OF IL INOIS  MY COMMISSION EXPIRES 10/23/2011
Exemp ILCS :	under provision Paragraph L, Section 31-45 of the Real Estate Transfer Tax Law (35 00/31-45)
Date:_	Buyer, Seller or Representative:
	Tax Statements for the real property described in this instrument should be sent to:
	0,

This document was drafted by and is to be returned to:

Michael R. Curtis BURKE & WHITE, PC 5330 Main Street, Ste 200 Downers Grove, IL 60515

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#### **EXHIBIT A**

#### LEGAL DESCRIPTION

THE WEST 209 FEET OF THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING ON THE SOUTH LINE OF SAID SOUTHEAST 1/4, 327.75 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE NORTH 208.00 FEET ALONG THE EAST LDG OF THE WEST 10 ACRES OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE EAST 628.00 FEET ALONG A LINE 208.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 208.00 FEET TO THE LAST SAID LINE; THENCE WEST 628.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Commonly known as: 15353 W. 127th St., Lemont, IL 60439 Cook County Clark's Office

P.I.N.: 22-29-403-008-0000

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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 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.

Signature
Grantor or Agent
· ·
<b>***********</b>
OFFICIAL SEAL
CAROL J POLIVKA  NOTARY PUBLIC - STATE OF ILLINOIS

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 crust 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 I prul 19, 2010 Signature Grantor or Agent

SUBSCRIBED AND SWORN TO BEFORE

ME BY THE SAID agent

THIS 1944 DAY OF 20/0.

**NOTARY PUBLIC** 

NOTARY PUBLIC Carril & Bolin

OFFICIAL SEAL CAROL J POLIVKA

NOTARY PUBLIC - STATE OF ILLINOIS

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.]