



Doc#: 1016641137 Fee: \$68.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 06/15/2010 03:28 PM Pg: 1 of 17

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt under provisions of Paragraph (b), Section 31-45  
of the Real Estate Transfer Tax Law (35ILCS 200/31-45).

6-11-2010  
Date

Yunda Cross  
Buyer, Seller or Representative

RECEIVER'S DEED

(Deed without Covenant, Representation, or Warranty)

RECITALS:

WHEREAS, on October 30, 2009, Park National Bank, a national banking association ("Park National"), as successor in interest to Park National Bank of Chicago, was closed by the Office of Comptroller of the Currency (the "OCC") and the Federal Deposit Insurance Corporation (the "FDIC") was appointed as receiver for Park National Bank, Chicago, Illinois (the "Receiver"); and

WHEREAS, pursuant to 12 U.S.C. §§ 191 and 1821(c)(5) and the Receivership Determination and Appointment of Receiver of the Office of Comptroller of the Currency dated October 30, 2009, and attached hereto as Exhibit "A", the Receiver, by operation of law, succeeded to all of the rights, title, and interests of Park National, including, without limitation, the Subject Property (hereinafter defined); and

WHEREAS, upon the appointment of the Receiver, the OCC agreed to transfer title of certain real property of Park National to U.S. Bank National Association, a national banking association ("U.S. Bank");

WHEREAS, certain of the real property has not yet been transferred of record, and the Receiver has given to U.S. Bank a Power of Attorney, attached hereto as Exhibit "C", granting the authority to convey such real property.

NOW, THEREFORE, the Receiver (herein referred to as "Grantor"), in consideration of the sum of TEN DOLLARS ( \$10.00 and no/100 dollars) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents does hereby GRANT, SELL and CONVEY to U.S. Bank, Grantee (herein referred to as "Grantee") without

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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that might arise by common law and any warranties created by statute, as the same may be hereafter amended or superseded, are excluded, all of Grantor's right, title and interest in that certain real property situated in Cook County, Illinois, described on Exhibit "B" attached hereto and made a part hereof for all purposes, 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 Encumbrances"). Grantee, by its acceptance of delivery of this Receiver's Deed, assumes and agrees to perform all of Grantor's obligations under the Permitted Encumbrances.

**This assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver.**

Further, by its 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

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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.

[Signature Page Follows]

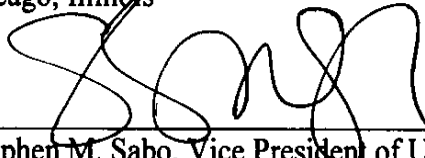
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COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

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IN WITNESS WHEREOF, this Receiver's Deed is executed by Grantor and on the dates set forth below their respective signatures hereinbelow.

FEDERAL DEPOSIT INSURANCE CORPORATION as Receiver for Park National Bank, Chicago, Illinois

By: 

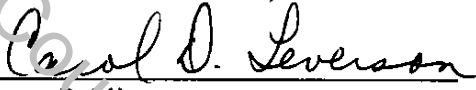
Name: Stephen M. Sabo, Vice President of U.S. Bank National Association

Its: Attorney-in-Fact

Date : June 11, 2010

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of June, 2010, by Stephen M. Sabo, Vice President of U.S. Bank National Association, the attorney-in-fact for the Federal Deposit Insurance Corporation, as Receiver for Park National Bank, Chicago, Illinois, a corporation organized under the laws of the United States of America, on behalf of the corporation.

  
Notary Public  
Seal:



# UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY:

FAEGRE & BENSON LLP (PLP)  
2200 Wells Fargo Center  
90 South Seventh Street  
Minneapolis, MN 55402-3901  
Phone: 612-766-7000

WHEN RECORDED, PLEASE MAIL TO:

FIRST AMERICAN TITLE INSURANCE COMPANY

1300 Midwest Plaza  
801 Nicolet Mall  
Minneapolis, MN 55402

SEND SUBSEQUENT TAX BILLS TO:

U.S. BANK CORPORATE REAL ESTATE  
Attn: Tax Accounting  
2800 E. Lake Street  
Minneapolis, MN 55406

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

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EXHIBIT "A"

ORDER OF OFFICE OF THRIFT SUPERVISION

Property of Cook County Clerk's Office

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

# UNOFFICIAL COPY

UNITED STATES OF AMERICA  
OFFICE OF THE COMPTROLLER OF THE CURRENCY  
WASHINGTON, D.C.

**Receivership Determination and Appointment of Receiver**

Park National Bank  
Chicago, Illinois  
Charter Number 24634

WHEREAS, the Comptroller of the Currency has delegated to me the authority to appoint a receiver for a national bank under 12 U.S.C. §§ 191 and 1821(c)(5);

WHEREAS, the above captioned bank ("Bank") is insured by the Federal Deposit Insurance Corporation;

WHEREAS, from information available to the Office of the Comptroller of the Currency ("OCC") and pursuant to 12 U.S.C. § 191, I have determined that the following grounds exist for the appointment of a receiver for the Bank:

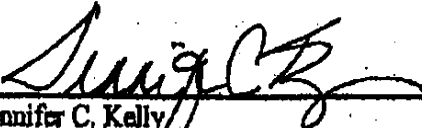
- (1) The Bank's assets are less than its obligations to its creditors and others, including members of the institution. 12 U.S.C. § 1821(c)(5)(A).
- (2) The Bank is undercapitalized (as defined in 12 U.S.C. § 1831o(b)), and has no reasonable prospect of becoming adequately capitalized. 12 U.S.C. § 1821(c)(5)(K)(i).
- (3) The Bank is critically undercapitalized (as defined in 12 U.S.C. § 1831o(b)). 12 U.S.C. § 1821(c)(5)(L)(i).

WHEREAS, in my discretion, I have determined that the Federal Deposit Insurance Corporation should be appointed Receiver for the Bank;

NOW THEREFORE, pursuant to 12 U.S.C. §§ 191 and 1821(c) and the power, duty, and authority vested in me by law, I do hereby appoint the Federal Deposit Insurance Corporation as Receiver for the Bank, with all of the powers, duties, and responsibilities given to

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or imposed upon a receiver under the provisions of the laws of the United States which authorize and direct the appointment of such receiver.

  
\_\_\_\_\_  
Jennifer C. Kelly  
Senior Deputy Comptroller  
Midsize/Community Bank Supervision

Dated: October 30, 2019

Property of Cook County Clerk's Office  
COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_



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## EXHIBIT "B"

### LEGAL DESCRIPTION

#### Parcel 1:

That part of Lot 1 lying North of Oakdale Avenue and West of the West line of Central Park Avenue, if extended in John B. Dawson's Subdivision of Lot 9 in Davlin, Kelly and Carroll's Subdivision of the North West Quarter of Section 26, Township 40 North, Range 13 East of the Third Principal Meridian, (except therefrom that part thereof described as follows: Beginning at a point in the West line of said lot, 4.53 chains North of the South West corner thereof, thence North 4.03 chains to the South line of Milwaukee Avenue, thence South Easterly along the Southerly line of said Avenue 15.06 links, thence South 1 degree 5 minutes West to the place of beginning), in Cook County, Illinois.

#### Parcel 2:

Lot 1, Lot 4 except the West 16 feet thereof and Lots 5 to 9, both inclusive in the Subdivision of Lot 2 in Dawson's Subdivision of Lot 9 in the Subdivision by John Davlin and Others of the Northwest 1/4 of Section 26, Township 40 North, Range 13, East of the Third Principal Meridian, excepting that part of said Lot 2 described as follows to-wit: beginning at the Southeast corner of said Lot 2; thence North along East line of said Lot, 4.53 chains, thence South 1 degree .50 West 4.54 chains to the South line of said Lot; thence East 15.06 links, to the place of beginning, Also that part of Lot 1, in Dawson's Subdivision of Lot 9 aforesaid described as follows, to wit: beginning at a point in the West line of said Lot 1, 4.53 chains North of the Southwest corner thereof; thence North along the said West line 4.03 chains more or less to the Northwest corner of said Lot; thence Southeasterly along the Northerly line of said Lot, (being the Southerly line of Milwaukee Ave.) 15.06 links; thence South 1 degree .50 West to the place of beginning; together with the Southerly half of the Easterly-Westerly vacated 16 foot alley lying Southerly of Lots 1, 2 and 3; lying Northerly of the Northerly line of Lots 4 to 9, both inclusive; lying Westerly of a line drawn from the Southeast corner of Lot 1 to the Northeast corner of Lot 9 and lying Easterly of the Northwesterly line of Lot 3 extended Southwesterly and the East line of the West 16 feet of Lot 4 extended North; together with the Northerly half of the Easterly-Westerly vacated 16 foot alley lying Southerly of Lot 1; lying Northerly of Lots 6 to 9 both inclusive; lying Westerly of line drawn from the Southeast corner of Lot 1 to the Southeasterly corner of Lot 9; and lying Easterly of the Southerly extension of the Westerly line of Lot 1 to the center line of said vacated alley, all in Dawson's Subdivision of Lot 9 as aforesaid in Cook County, Illinois;

Excepting therefrom that part conveyed by Quit Claim Deed recorded September 30, 1998 as document 98879315, described as follows:

That part of Lot 4 (except the West 16.0 feet thereof) and parts of Lots 5 and 6 in the Subdivision of Lot 2 in Dawson's Subdivision of Lot 9 in Subdivision by John Davlin and Others of the Northwest 1/4 of Section 26, Township 40 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded August 10, 1896 as document no. 2427337, also part of the Southerly half of the Easterly-Westerly vacated 16.0 foot alley lying Southerly of Lots 1, 2 and 3

# UNOFFICIAL COPY

in said Subdivision of Lot 2 in Dawson's Subdivision of Lot 9 in Subdivision by John Davlin, said vacation recorded August 22, 1984 as document no. 27225210, bounded and described as follows: Commencing at the intersection of the East line of the West 16.0 feet of Lot 4 in said Subdivision of Lot 2 in Dawson's Subdivision of Lot 9 in the Subdivision by John Davlin according to document no. 2427337 with the South line of said Lot 4 being the East line of a 16.0 foot public alley and the North line of West Oakdale Avenue; thence North 00° 05' 16" West, being an assumed bearing on said East line of the West 16.0 feet of Lot 4, a distance of 90.26 feet to the point of beginning; thence South 89° 18' 31" East, a distance of 27.41 feet to the Southwesterly extension of the Northwesterly line of Lot 1 in said Subdivision according to document no. 2427337; thence North 39° 57' 49" East, on said Southwesterly extension of the Northwesterly line of Lot 1, a distance of 40.94 feet to the intersection with the center line of said vacated 16.0 foot public alley according to document no. 27225210; thence North 78° 05' 57" West on said center line, a distance of 54.41 feet to the Southwesterly extension of the Northwesterly line of Lot 3 in said subdivision according to document no. 2427337; thence South 39° 58' 13" West on said Southwesterly extension of the Northwesterly line of Lot 3, a distance of 0.81 feet to the East line of the West 16.0 feet of Lot 4 in said Subdivision according to document no. 2427337, extended Northerly; thence South 00° 05' 16" East on said East line of the West 16.0 feet of Lot 4 and said extension, a distance of 41.65 feet to the point of beginning, all in Cook County, Illinois.

Permanent Real Estate Index Number(s). 13-26-117-010-0000 and 13-26-117-038-0000

Address(es) of Real Estate: 2958 North Milwaukee, Chicago, IL 60618

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EXHIBIT "C"

POWER OF ATTORNEY

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

Property of Cook County Clerk's Office

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

**UNOFFICIAL COPY**

200900315211

POA 1/5

**LIMITED POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS, that the FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation organized and existing under an Act of Congress, hereafter called the "FDIC", hereby designates the individual(s) of U.S. Bank National Association set out below (the "Attorney(s)-in-Fact") for the sole purpose of executing the documents outlined below:

Stephen M. Sabo, Vice President  
 Neil S. Davis, Vice President  
 Nicholas A. Vlietstra, Senior Vice President  
 Kathy M. Coit, Vice President  
 Debra Wiese, Vice President

Kim Kintop, Mortgage Manager  
 Sachin J. Darji, Vice President  
 Daniel R. Sundell, Vice President  
 Karen J. Canon, Senior Vice President  
 Richard B. Swinney, Senior Vice President

WHEREAS, the undersigned has full authority to execute this instrument on behalf of the FDIC under applicable Resolutions of the FDIC's Board of Directors and redelegations thereof.

NOW THEREFORE, the FDIC grants to the above-named Attorney(s)-in-Fact the authority, subject to the limitations herein, as follows:

1. To execute, acknowledge, seal and deliver on behalf of the FDIC as Receiver of California National Bank, San Diego National Bank, Bank USA NA, Community Bank of Lemont, North Houston Bank, Pacific National Bank, Park National Bank, Citizens National Bank, and Madisonville State Bank, all instruments of transfer and conveyance, including but not limited to deeds, assignments, satisfactions, and lien releases, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits and supporting documents as may be necessary or appropriate to evidence the sale and transfer of any asset of California National Bank, San Diego National Bank, Bank USA NA, Community Bank of Lemont, North Houston Bank, Pacific National Bank, Park National Bank, Citizens National Bank, and Madisonville State Bank, including all loans held by California National Bank, San Diego National Bank, Bank USA NA, Community Bank of Lemont, North Houston Bank, Pacific National Bank, Park National Bank, Citizens National Bank, and Madisonville State Bank, to U.S. Bank National Association, pursuant to that certain Purchase and Assumption Agreement, dated as of October 30, 2009, between FDIC as Receiver of California National Bank, San Diego National Bank, Bank USA NA, Community Bank of Lemont, North Houston Bank, Pacific National Bank, Park National Bank, Citizens National Bank, and Madisonville State Bank, and U.S. Bank National Association.

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The form which the Attorney(s)-in-Fact shall use for endorsing promissory notes or preparing allonges to promissory notes is as follows:

Pay to the order of

\_\_\_\_\_  
Without Recourse

FEDERAL DEPOSIT INSURANCE CORPORATION  
as Receiver for California National Bank, Los Angeles, CA; San Diego National Bank, San Diego, CA; Bank USA NA, Phoenix, AZ; Community Bank of Lemont, Lemont, IL, North Houston Bank, Houston, TX; Pacific National Bank, San Francisco, CA; Park National Bank, Chicago, IL; Citizens National Bank, Teague, TX; and Madisonville State Bank, Madisonville, TX  
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Attorney-in-Fact

All other documents of assignment, conveyance or transfer shall contain this sentence: "This assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver."

2. FDIC further grants to each Attorney-in-Fact full power and authority to do and perform all acts necessary to carry into effect the powers granted by this Limited Power of Attorney as fully as FDIC might or could do with the same validity as if all and every such act had been herein particularly stated, expressed and especially provided for.

This Limited Power of Attorney shall be effective from October 30, 2009 and shall continue, in full force and effect through October 30, 2010, unless otherwise terminated by an official of the FDIC authorized to do so by the Board of Directors ("Revocation"). At such time this Limited Power of Attorney will be automatically revoked. Any third party may rely upon this document as the named individual(s)' authority to continue to exercise the powers herein granted unless a Revocation has been recorded in the public records of the jurisdiction where this Limited Power of Attorney has been recorded, or unless a third party has received actual notice of a Revocation.

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IN WITNESS WHEREOF, the FDIC, by its duly authorized officer empowered by appropriate resolution of its Board of Directors, has caused these presents to be subscribed in its name this 6 day of November, 2009.

## FEDERAL DEPOSIT INSURANCE CORPORATION

By: *James L. Parrish*  
Name: James L. Parrish  
Title: Resolutions & Closing Manager  
Dallas Regional Office

Signed in the presence of:

*Sandra Augusta*  
Witness  
Name: SANDRA Augusta

*Jacqueline Hutchins*  
Witness  
Name: Jacqueline Hutchins

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

Limited Power of Attorney  
U.S. Bank National Association

Prepared by Darlene Waller, Federal Deposit Insurance Corporation, Dallas Regional Office, Legal Division

Page 3 of 4  
November, 2009

**UNOFFICIAL COPY****STATE OF TEXAS  
COUNTY OF DALLAS**

On this 6<sup>th</sup> day of November, 2009, before me, a Notary Public in and for the State of Texas appeared James L. Parrish, to me personally known, who, being by me first duly sworn did depose that he is Resolutions & Closing Manager, Dallas Regional Office of the Federal Deposit Insurance Corporation (the "Corporation"), in whose name the foregoing Limited Power of Attorney was executed and subscribed, and the said Limited Power of Attorney was executed and subscribed on behalf of the said Corporation by due authority of the Corporation's Board of Directors, and the said James L. Parrish, acknowledged the said Limited Power of Attorney to be the free act and deed of said Corporation.



Gary L. Criss  
Notary Public  
My Commission expires: 4.23.2010

**STATE OF TEXAS  
COUNTY OF DALLAS**

On this 6<sup>th</sup> day of November, 2009, before me, a Notary Public in and for the State of Texas appeared Sandra August (witness #1) and Jacqueline Hutkins (witness #2), to me personally known to be the persons whose names are subscribed as witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that they saw James L. Parrish, Resolutions & Closing Manager, Dallas Regional Office of the Federal Deposit Insurance Corporation, the person who executed the foregoing instrument, subscribe the same, and that they had signed the same as a witness at the request of the person who executed the same.



Gary L. Criss  
Notary Public  
My Commission expires: 4.23.2010

Limited Power of Attorney  
U.S. Bank National Association

Prepared by Darlene Waller, Federal Deposit Insurance Corporation, Dallas Regional Office, Legal Division

Page 4 of 4  
November, 2009



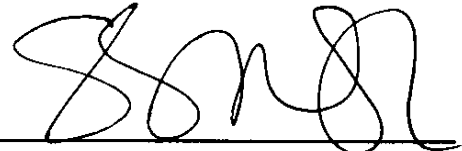


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The grantee or its agent affirms and verified that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquired and hold title 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 June 9, 2010

GRANTEE:  
U.S. BANK NATIONAL ASSOCIATION



By: \_\_\_\_\_  
Name: Stephen M. Sabo  
Title: Vice President

Subscribed and sworn to before  
me by the said \_\_\_\_\_ affiant  
this 9<sup>th</sup> day of June,  
2010.  
Notary Public Carol D. Levenson



Note: Any person who knowingly submits a false statement concerning the identify 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.)