



Doc#: 1019529030 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/14/2010 12:17 PM Pg: 1 of 5

This Document Prepared and After

Recording Return to:

Paul J. Kulas, Esq.  
Law Offices of Kulas & Kulas, P.C.  
2329 W. Chicago Ave.  
Chicago, Illinois 6062

## WARRANTY DEED

ANDREW KUCHARSKI, as Trustee of the Andrew Kucharski Trust dated May 26, 2010, whose address is 64 Park Ln., Glenview, IL. ("**Grantor**"), in consideration of the payment of Ten and No/100ths Dollars (\$10.00), the execution of a Deed in Lieu of Foreclosure Agreement of even date herewith (the "**Agreement**") between Grantor and POL Development, Corp. an Illinois corporation, whose address is 1133 Wildwood Ln., Glenview, IL. ("**Mortgagee**"), and the release of Grantor to the extent and as provided in the Agreement, from personal liability for money judgment or deficiency judgment under those certain Note (as defined in the Agreement), Mortgage (as defined in the Agreement) and for other good and valuable consideration in hand paid, the adequacy and sufficiency of which are hereby acknowledged, does hereby sell, grant, and convey to POL Development, Corp. an Illinois corporation, ("**Grantee**") the real property located in the City of Glenview, County of Cook, State of Illinois, and legally described on Exhibit A attached hereto, together with all improvements thereon and easements and appurtenances thereto, subject only to the lien of the Mortgage (the "**Mortgage**"), unpaid real estate taxes, easements, restrictions, and other matters of record, matters disclosed by current survey of the real property and the improvements thereon, and the rights of parties in possession.

This Warranty Deed is in 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 and with the advice, or opportunity for advice, of legal counsel of Grantor's selection; (b) that there are no agreements, oral or written, other

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than this Warranty Deed and the Agreement (and all documents referred to therein, including the option agreement) with respect to the above-described real property and all improvements thereon and easements and appurtenances thereto described above; and (c) that 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 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 Mortgagee's Mortgage, or the interests of Mortgagee 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 Mortgagee's Mortgage, and Mortgagee's Mortgage 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 Mortgagee's Loan Documents shall be discharged by Mortgagee through a recorded written instrument.

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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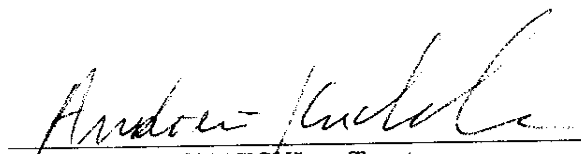
The acceptance by Grantee of this Warranty Deed shall not prejudice, limit, restrict, or affect Mortgagee or its successors' and assigns' claims of priority under Mortgagee's Mortgage over any other liens, charges, claims, or encumbrances of any kind whatsoever, or the validity and enforceability of Mortgagee's Mortgage except as set forth herein.

**IN WITNESS WHEREOF**, Grantor has caused this Warranty Deed to be executed by its duly authorized general partner as of the 1<sup>st</sup> day of July, 2010.

**GRANTOR:**

ANDREW KUCHARSKI, as Trustee of the

Andrew Kucharski Trust dated May 26, 2010

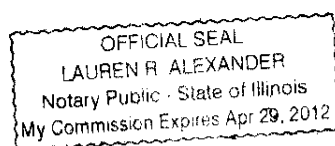
  
ANDREW KUCHARSKI, as Trustee

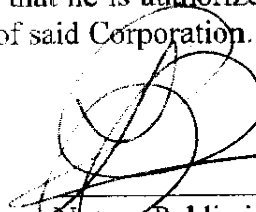
**Exempt under provisions of Section 31-45, Paragraph (1),  
Real Estate Transfer Tax Act (35 ILCS 200/31-45)**

7/1/10 Andrew Kucharski  
Date Buyer, Seller or Representative

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS:

On this 1<sup>st</sup> day of July, 2010 before me, the undersigned notary public, personally appeared **ANDREW KUCHARSKI** who executed this Warranty Deed and acknowledged the Warranty Deed to be the free and voluntary act and deed of such Grantor for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute this Agreement and, in fact, executed this Agreement on behalf of said Corporation.



  
Notary Public in and for the State of Illinois

My Commission Expires: \_\_\_\_\_

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LEGAL DESCRIPTION

**PARCEL 1:**

LOT 20 IN THE RESUBDIVISION OF LOTS 11 TO 17, BOTH INCLUSIVE, IN GLEN OAK ACRES, A SUBDIVISION IN THE WEST  $\frac{1}{2}$  OF THE WEST  $\frac{1}{2}$  OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

LOT 13 IN THE FIRST ADDITION TO GLEN OAK ACRES, BEING A SUBDIVISION OF THE SOUTH  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 04-25-304-010-0000 and 04-25-304-011-0000

Property commonly known as: 1620 Meadow Ln., Glenview, IL. 60025

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STATEMENT BY GRANTOR AND GRANTEE

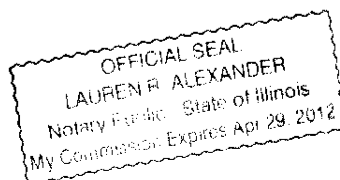
The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate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

Dated: 7/1, 2010

Signature: Andrew Kulas  
Grantor or Agent

Subscribed and sworn to before me by the such Grantor this 1 day of July, 2010.

Notary Public [Signature]



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 7/1, 2010

Signature: Andrew Kulas  
Grantee or Agent

Subscribed and sworn to before me by the said Grantee this 1 day of July, 2010.

Notary Public [Signature]

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.]

