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Doc#: 1021133056 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/30/2010 10:04 AM Pg: 1 of 7

1042
8498323 D2 D6

Exempt deed or instrument
eligible for recordation
without payment of tax.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

S. Brown 7/22/10
City of Des Plaines

DEED

(Special Warranty)

THE GRANTOR, MEHTA, L.P., an Illinois limited partnership (a/k/a MEHTA LIMITED PARTNERSHIP) with a mailing address of 2150 New Willow Road, Northfield, Illinois 60093 created and existing under and by virtue of the laws of the State of Illinois ("Grantor"), for and in consideration of the sum of TEN AND NO/100ths DOLLARS (\$10.00) and good and other valuable consideration in hand paid by Grantee, the receipt whereof is hereby acknowledged, does REMISE, RELEASE, ALIEN AND CONVEY unto AMERICAN REAL ESTATE INVESTMENTS NO. 14, LLC, an Illinois limited liability company ("Grantee"), and its successors and assigns FOREVER, all the real estate situated in the County of Cook and State of Illinois, as described on Exhibit A hereto (the "Property")

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the Property, with the appurtenances, unto the Grantee, its successors and assigns forever.

And the Grantor, for itself, and its successors, does hereby covenant, promise and agree, to and with the Grantee, its heirs and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the Grantor WILL WARRANT AND DEFEND the Property, against all persons lawfully claiming, or to claim the same, by, through, or under the Grantor, subject only to: General real estate taxes which are not yet due and payable for calendar year 2009 (second installment) and subsequent years; recorded public and utility easements, if any; any unconfirmed special tax or assessments; and validly existing and enforceable rights, interests, and estates, if any do in fact exist, of third parties, and only to the extent that the same do in fact exist and affect the Property in connection with the matters

S Y
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described on Exhibit B attached hereto (herein collectively called the "Permitted Encumbrances").

BUT IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT:

This Deed is being executed, delivered, and accepted in lieu of foreclosure, and in no event shall such conveyance be interpreted and construed as a foreclosure of a certain Mortgage dated August 12, 2008 (the "Mortgage") made by Grantor, as mortgagor, in favor of FIRST AMERICAN BANK, as successor in interest to Town Community Bank, as mortgagee, recorded on August 19, 2008 in the real property records of the Cook County Recorder of Deeds as Document No. 0823255015; but instead, such conveyance shall be interpreted and construed as an absolute conveyance to Grantee or its assigns of all right, title and interest in the Property. Accordingly, following such conveyance, Grantor shall have no ownership interest in the Property, nor any rights of redemption with respect to such conveyance.

The Mortgage shall not be released or relinquished in any manner or respect whatsoever, by the transactions contemplated in this Deed, but rather shall remain valid and continuous and in full force and effect, unless and until released by written instrument executed and filed for record in the office of the applicable County Recorder's Office.

There shall not be a merger of the Mortgage with the title of Grantee to the Property by virtue of the conveyance evidenced by this Deed, and the lien of the Mortgage on one hand and title to the Property on the other, shall remain separate and distinct.

Title to the Property conveyed pursuant to this Deed will not merge with the Mortgage and for purposes of priority as between (i) intervening or inferior liens and encumbrances (if any) on or against the Property, and (ii) the Mortgages, all rights of the Mortgage holder to exercise its remedies of foreclosure by private power of sale or by judicial foreclosure are expressly preserved. The priority of the Mortgage is intended to be and shall remain in full force and effect and nothing herein or in any instruments executed in connection herewith shall be construed to subordinate the priority of the Mortgage to any other liens or encumbrances.

If the conveyance of the Property from Grantor to Grantee is voided, avoided or set aside for any reason whatsoever, (i) the Mortgage will be automatically revived and reinstated if the same shall have been previously released, in whole or in part, by such Mortgage holder; (ii) such Mortgage holder shall have the right to foreclose the Mortgage and take such other action permitted thereby; and (iii) all costs of such Mortgage holder incurred in connection with this Deed and any other cost of enforcement of the rights and remedies of such Mortgage holder shall be payable upon demand by Grantor.

The singular number shall include the plural, the plural and the singular, and the use of any gender shall be applicable to all genders.

PROPERTY ADDRESS: 72 NORTH BROADWAY STREET, DES PLAINES, IL 60016

PROPERTY IDENTIFICATION NO.: 09-18-201-012-0000

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IN WITNESS WHEREOF, the Grantor has caused its name to be signed to these presents by its authorized signatory as of the 11th day of May, 2010.

GRANTOR:

MEHTA, L.P.
an Illinois limited partnership
(a/k/a MEHTA LIMITED PARTNERSHIP)



By: Bankers Financial Services, Inc.
Its: General Partner

By: *Vikram Mehta*
Name: Vikram Mehta
Title: President

Exempt under provisions of Paragraph (1) of 35 ILCS 200/31-45.

May 11th 2010
Date

Vikram Mehta
Grantor or Representative

Property of Cook County Clerk's Office

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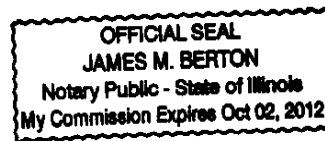
STATE OF ILLINOIS)
)
COUNTY OF Cook) ss.
)

On May 11, 2010, 2010, before me, James M. Berton, a Notary Public for said state, personally appeared VIKRAM MONTA, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

James M. Berton
Notary Public



THIS INSTRUMENT WAS PREPARED BY:

Gould & Ratner LLP
222 North LaSalle Street, Suite 800
Chicago, Illinois 60601
Attention: Linsey Cohen

MAIL TO:

Gould & Ratner LLP
222 North LaSalle Street, Suite 800
Chicago, Illinois 60601
Attention: Michelle Fellows

SEND SUBSEQUENT TAX BILLS TO:

First American Bank
1650 Louis Avenue
Elk Grove, IL 60007
Attn: Mr. John Lee

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EXHIBIT A

(Legal Description and permanent real estate index number)

LOT 3 IN BLOCK 13, IN H. M. CORNELL COMPANY'S CUMBERLAND, A SUBDIVISION OF THE SOUTH HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO PART OF THE EAST HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF SEEGER'S ROAD CALLED ELK GROVE ROAD, AND A RESUBDIVISION OF LOTS 1 AND 2 IN SEEGER'S SUBDIVISION OF THAT PART OF THE SOUTH HALF (1/2) OF FRACTIONAL SECTION 7, AND PART OF THE NORTH HALF (1/2) OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN THE CITY OF DES PLAINES, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 72 NORTH BROADWAY STREET, DES PLAINES, IL 60016

TAX NO. 09-18-201-012-0000

Property of Cook County Clerk's Office

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EXHIBIT B

(Permitted Encumbrances)

1. TAXES FOR THE YEAR(S) 2009 (2ND INSTALLMENT) AND 2010 2010 TAXES ARE NOT YET DUE OR PAYABLE.
2. MORTGAGE DATED AUGUST 12, 2008 AND RECORDED AUGUST 19, 2009 AS DOCUMENT NO. 0823255015 MADE BY MEHTA, L. P., ALSO KNOWN AS MEHTA LIMITED PARTNERSHIP, TO TOWN COMMUNITY BANK AND TRUST TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$1,828,000.00
3. ASSIGNMENT OF RENTS RECORDED AUGUST 19, 2008 AS DOCUMENT NO. 0823255016 MADE BY MEHTA, L. P., ALSO KNOWN AS MEHTA LIMITED PARTNERSHIP TO TOWN COMMUNITY BANK AND TRUST
- ~~4. MEMORANDUM OF JUDGMENT IN FAVOR OF CITY OF DES PLAINES AGAINST MEHTA VIKRAM IN THE AMOUNT OF \$28,600.00 RECORDED AUGUST 21, 2009 AS DOCUMENT 0923350031.~~
5. COVENANTS AND RESTRICTIONS (BUT OMITTING ANY SUCH COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS), CONTAINED IN THE DOCUMENT RECORDED AS DOCUMENT NO. 465087 WHICH DOES NOT CONTAIN A REVERSIONARY OR FORFEITURE CLAUSE

Clerk's Office

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STATEMENT BY GRANTOR AND GRANTEE

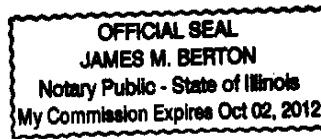
The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate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

Dated May 11th, 2010 Signature: [Signature]
Grantor or Agent

Subscribed and sworn to before me by the

said VIKRAM MEHTA

this 11 day of May, 2010



[Signature]
Notary Public

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.

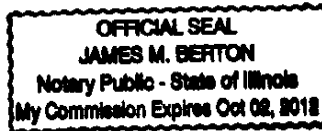
Dated May 11th, 2010 Signature: [Signature]
Grantee or Agent

Subscribed and sworn to before me by the

said JOHN VEE

this 11 day of May

2010



[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 provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]