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Cook County Recorder of Deeds
Date: 08/30/2010 11:28 AM Pg: 1 of 5

Robert N. Sodikoff
Aronberg Goldgehn Davis & Garmisa
330 North Wabash, Suite 1700
Chicago, Illinois 60611

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N. Ashland

8438292

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WARRANTY DEED

2067 WEST JARVIS, LLC, an Illinois limited liability company, whose address is 6033 North Kedzie, Chicago, Illinois 60659 (Grantor), in consideration of the payment of Ten and No/100ths Dollars (\$10.00) the execution of a forbearance agreement dated effective April 8, 2009 (Forbearance Agreement) between Grantor, certain affiliates of Grantor and **FIRST DUPAGE BANK**, an Illinois banking corporation, 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 **FIRST DUPAGE BANK**, whose address is 520 North Cass Avenue, Westmont, Illinois 60559 ("Grantee") the real property commonly known as 2065-67 West Jarvis Avenue and located in the City of Chicago, 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 and other Loan Documents as defined in the Forbearance Agreement (collectively, the Loan Documents), 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 an 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 Forbearance 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 than this Warranty Deed and the Forbearance Agreement (and all documents referred to therein and executed in connection therewith) 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.

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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 the Loan Documents, or the interests of Grantee 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 the Loan Documents, and the Loan Documents 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 the Loan Documents shall be discharged by Grantee through a recorded written instrument.

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

IN WITNESS WHEREOF, Grantor has caused this Warranty Deed to be executed by its duly authorized managers as of the 14 day of May, 2009.

GRANTOR:
2067 WEST JARVIS, LLC,
an Illinois limited liability company

By: 
Mihai Nedorca, Manager

and

By: 
Gheorge Pop, Manager

ATTEST:

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EXHIBIT A

LEGAL DESCRIPTION

LOT 47 (EXCEPT THE EAST 26 FEET THEREOF) IN MARSHALL'S SUBDIVISION OF LOT 4 IN COUNTY CLERK'S DIVISION OF PART OF THE SOUTHWEST FRACTIONAL ¼ OF FRACTIONAL SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.


COMMONLY KNOWN AS: 2065-67 WEST JARVIS AVENUE
CHICAGO, ILLINOIS

PERMANENT IDENTIFICATION NO.: 11-30-317-007-0000

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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 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 August 27, 2010 Signature:  _____
Grantor or Agent

Subscribed and sworn to before me by the
said agent
this 27 day of August
2010

Notary Public

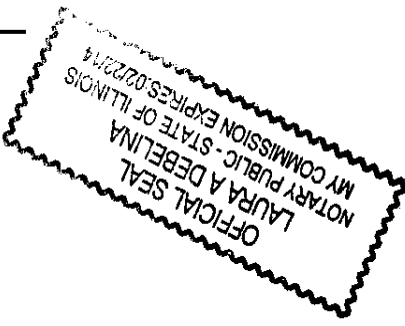


The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, 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 August 27, 2010 Signature:  _____
Grantee or Agent

Subscribed and sworn to before me by the
said agent
this 27 day of August
2010

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.]