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Doc#: 1024633095 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/03/2010 11:42 AM Pg: 1 of 8

THIS INSTRUMENT PREPARED BY:

Scott Hounsel, Esq.
FDIC Legal Division
1601 Bryan Street
Dallas, TX 75201

Common Address: 16700 S. Harlem Avenue
Tinley Park, IL 60477

Permanent Tax Index Nos.:
27-25-201-006-0000; 27-25-205-001-0000

Mail Recorded Deed To:

Brian R. Connors
MB Financial Bank, N.A.
6111 North River Road
Rosemont, IL 60018

Mail Tax Bills To:

MB Financial Bank, N.A.
6111 North River Road
Rosemont, IL 60018

This Space Reserved for Recorder

8497283 D2 D6 1 of 1 ALL

RECEIVER'S DEED

(Deed Without Covenant, Representation, or Warranty)

STATE OF ILLINOIS §
 §
COUNTY OF COOK §

This Receiver's Deed is entered into as of September 4, 2009, between the **FEDERAL DEPOSIT INSURANCE CORPORATION**, as Receiver for INBANK, Oak Forest, Illinois (herein referred to as "Grantor"), whose address is 1601 Bryan Street, Dallas, Texas 75201, the

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Receiver's Deed (InBank)
Tinley Park, IL

Box 400-CTCC

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said institution having been placed in receivership on September 4, 2009, by the Illinois Department of Financial and Professional Regulation, Division of Banking, and **MB FINANCIAL BANK, N.A.**, organized under the laws of the United States of America (herein referred to as "**Grantee**"), whose address and principal place of business is 6111 North River Road, Rosemont, Illinois 60018.

For good and valuable consideration in hand paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor by these presents does hereby GRANT, SELL and CONVEY to Grantee, **without 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might arise by common law and any covenants or warranties created by statute, as the same may be hereafter amended or superseded, are excluded, all of Grantor's right, title and interest in and to the real property situated in Cook County, Illinois, being described in **Exhibit "A"** 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 execution and acceptance of delivery of this Receiver's Deed, assumes and agrees to perform all of Grantor's obligations under the Permitted Encumbrances.

FURTHER, GRANTEE, BY ITS EXECUTION AND ACCEPTANCE OF DELIVERY OF THIS RECEIVER'S DEED, ACKNOWLEDGES AND AGREES THAT (i) GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE SUBJECT PROPERTY, (C) THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE SUBJECT PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE OWNERSHIP, TITLE, POSSESSION,

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HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SUBJECT PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE SUBJECT PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE SUBJECT PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO, (H) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE SUBJECT PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE SUBJECT PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THE DISPOSAL OR EXISTENCE, IN OR ON THE SUBJECT PROPERTY, OF ANY HAZARDOUS MATERIALS; (ii) GRANTEE HAS FULLY INSPECTED THE SUBJECT PROPERTY AND THAT THE CONVEYANCE AND DELIVERY HEREUNDER OF THE SUBJECT PROPERTY IS "AS IS" AND "WITH ALL FAULTS", AND GRANTOR HAS NO OBLIGATION TO ALTER, REPAIR, OR IMPROVE THE SUBJECT PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO; AND (iii) NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM, OR COURSE OF DEALING WITH GRANTOR, AND ALL STATUTORY, COMMON LAW, AND CUSTOMARY COVENANTS AND WARRANTIES, IF ANY, OF WHATEVER KIND, CHARACTER, NATURE, PURPOSE, OR EFFECT, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, ARE HEREBY EXPRESSLY, UNCONDITIONALLY, AND IRREVOCABLY WAIVED, DISCLAIMED, AND EXCLUDED FROM THIS RECEIVER'S DEED, NOTWITHSTANDING ANY CUSTOM OR PRACTICE TO THE CONTRARY OR ANY STATUTORY, COMMON LAW, DECISIONAL, HISTORICAL, OR CUSTOMARY MEANING, IMPLICATION, SIGNIFICANCE, EFFECT, OR USE OF CONTRARY IMPORT OF ANY WORD, TERM, PHRASE OR PROVISION HEREIN.

Further, by its execution and 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

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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 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.

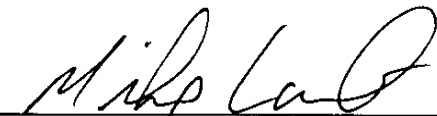
This Receiver's Deed is executed pursuant to that certain Purchase And Assumption Agreement Whole Bank All Deposits between Grantor and Grantee dated as of September 4, 2009.

EXEMPT UNDER PROVISIONS OF PARAGRAPH "b", SECTION 31-45, PROPERTY TAX CODE

IN WITNESS WHEREOF, this Receiver's Deed is executed by Grantor and Grantee on the dates set forth below their respective signatures hereinbelow, but to be effective for all purposes, however, as of the date first above written.

GRANTOR:

FEDERAL DEPOSIT INSURANCE
CORPORATION, as Receiver for
INBANK, Oak Forest, Illinois

By: 

Name: MIKE LAMS

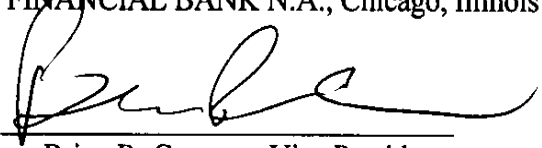
Title: Attorney in Fact

Date: 8/30/2010

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GRANTEE:

MB FINANCIAL BANK N.A., Chicago, Illinois

By: 
Brian R. Connors, Vice President

Date: August 31, 2010

**COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____**

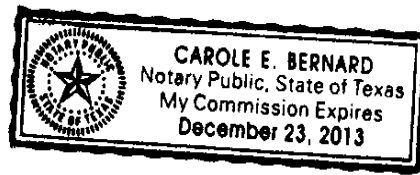
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ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 30th day of August, 2010, by MICHELLE LAMB, Attorney in Fact of the Federal Deposit Insurance Corporation, as Receiver for InBank, Oak Forest, Illinois, on behalf of said entity.

Carole E. Bernard
Notary Public, State of Texas



STATE OF ILLINOIS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2010, by Brian R. Connors, Vice President of MB Financial Bank, N.A., on behalf of said entity.

Notary Public, State of Illinois

UPON RECORDING MAIL TO,
AND SEND TAX BILL TO:

MB Financial Bank, N.A.
6111 North River Road
Rosemont, Illinois 60018

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ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2010, by _____, Attorney in Fact of the Federal Deposit Insurance Corporation, as Receiver for InBank, Oak Forest, Illinois, on behalf of said entity.

Notary Public, State of Texas

STATE OF ILLINOIS §
 §
COUNTY OF COOK §

This instrument was acknowledged before me on the 31st day of August 2010, by Brian R. Connors, Vice President of MB Financial Bank, N.A. on behalf of said entity.

Mary Therese LaPierre

Notary Public, State of Illinois



UPON RECORDING MAIL TO,
AND SEND TAX BILL TO:

MB Financial Bank, N.A.
6111 North River Road
Rosemont, Illinois 60018

Receiver's Deed (InBank)
Tinley Park, IL

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Exhibit "A"

PARCEL 1:

LOT 29 BLOCK 2 IN TINLEY HEIGHTS UNIT NO. ONE, A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 416.4 FEET OF THE EAST 160 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF FALLING WITHIN TINLEY HEIGHTS UNIT NO. ONE, A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN) IN COOK COUNTY, ILLINOIS AND EXCEPT THAT PART CONVEYED TO THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS BY WARRANTY DEED RECORDED JUNE 19, 1970 AS DOCUMENT 21188608, IN COOK COUNTY, ILLINOIS.

Common Address:

16700 S. Harlem Avenue
Tinley Park, IL 60477

Permanent Tax Index Nos.:

27-25-201-006-0000; 27-25-205-001-0000