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Our file: 43396
Loan Number: 138777465

Doc#: 1032018070 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/16/2010 04:43 PM Pg: 1 of 8

STC-612739 //

Property of Cook County Clerk's Office

WARRANTY DEED PURSUANT TO A DEED IN LIEU OF FORECLOSURE

The Grantor(s), Giovanna Cozzo and Andrea Cozzo of the City of Chicago, County of Cook, State of Illinois, for and in consideration of Ten dollars (\$10.00), in hand paid, convey and warrant to MB Financial Bank, N.A. the following described Real Estate situated in the County of Cook, in the State of Illinois, to wit:

Lot 26 in block 4 in Lawrence Lawns a subdivision of Lot 2 in C. R. Balls Subdivision of the north 1/2 of the northwest 1/4 of Section 18., Township 40 North, Range 13 (except School Lot) and the north 25.4 acres of the northeast 1/4 of the northeast 1/4 of Section 13, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

The common address of the property is 4600 North Newland, Harwood Heights, IL 60706.
P.I.N.: 13-18-104-039

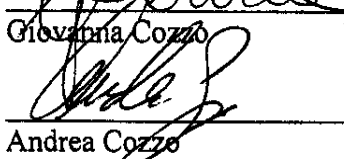
hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

This Deed is subject to easements and restrictions on record and the Mortgage recorded as document 0617304045.

Dated: 9.27, 2010

Borrower(s):


Giovanna Cozzo


Andrea Cozzo

VILLAGE OF HARWOOD HEIGHTS

NOV 9 '10

50.00

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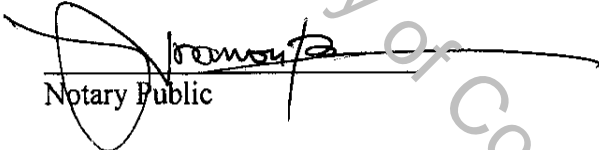
GRANTOR NOTARY

STATE OF ILLINOIS

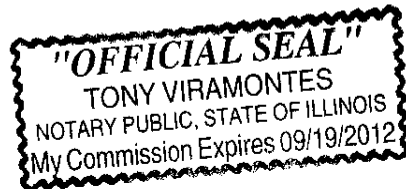
COUNTY OF COOK

I, TONY VIRAMONTES, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Giovanna Cozzo and Andrea Cozzo who are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21TH day of SEPTEMBER, 2010.


Notary Public

My commission expires: 09-19, 2012



This instrument was prepared by Lawrence Gold.


SEND SUBSEQUENT TAX BILLS TO:

MB Financial Bank, N.A.
6111 North River Road, 9th Floor
Rosemont, IL 60018

MAIL TO:

GOMBERG, SHARFMAN, GOLD & OSTLER, P.C
208 SOUTH LASALLE STREET
SUITE 1410
CHICAGO, IL 60604

EXEMPT under provisions of Paragraph M,
Section 4, Real Estate Transfer Tax Act.

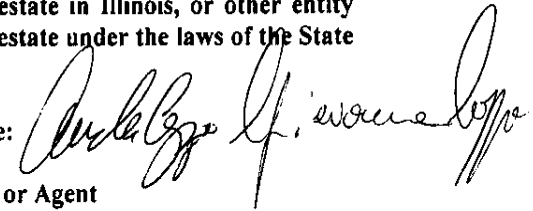
11/15/10
Date 
Buyer, Seller or Representative

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STATEMENT BY GRANTOR AND GRANTEE

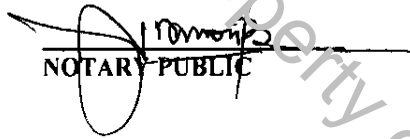
The Grantor or his/her agent affirm that, to the best of his/her knowledge, the name of the Grantee shown on the Deed or Assignment of Beneficial Interest in a Land Trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to 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.

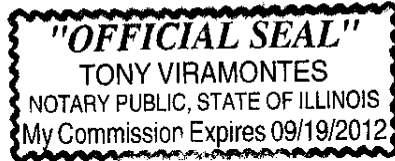
Dated: SEPTEMBER 29, 2010

Signature: 

Grantor, or Agent
C0220

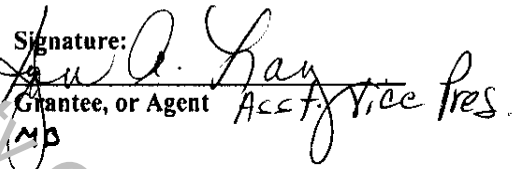
Subscribed and sworn to before me by the said Grantor this 29TH day of SEPTEMBER, 2010.


NOTARY PUBLIC

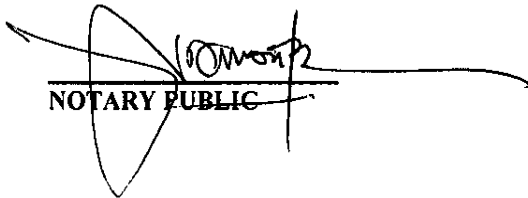


The Grantee or his/her agent affirms and verifies that the name of the Grantee shown on the Deed or Assignment of Beneficial Interest in a Land Trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, 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: SEPTEMBER 29, 2010

Signature: 
Grantee, or Agent Acct. Vice Pres.
MB

Subscribed and sworn to before me by the said Grantee this 29TH day of SEPTEMBER, 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 the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

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Our file Number: 43396
 Loan Number: 138777465

**CONTRACT TO ACCEPT DEED
 IN PAYMENT OF MORTGAGE DEBT**

This Contract to Accept Deed in Payment of Mortgage Debt (the "Agreement") is made and entered into as of 9-27, 2010 between MB Financial Bank, N.A. (hereinafter referred to as "Lender"), and Giovanna Cozzo and Andrea Cozzo (hereinafter referred to as "Borrower").

WITNESSETH

Whereas, the LENDER, is now the owner of the Note(s) secured by a first mortgage executed by Borrower, as Mortgagor, to Lender, as Mortgagee on a Mortgage dated June 12, 2006, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on June 22, 2006 as Document Number 0617304045 (hereinafter referred to as the "Mortgage"); and

Whereas, the real estate that is legally described in the Mortgage (the "Real Estate") is as follows:

Lot 26 in block 4 in Lawrence Lawns a subdivision of Lot 2 in C. R. Balls Subdivision of the north 1/2 of the northwest 1/4 of Section 18., Township 40 North, Range 13 (except School Lot) and the north 25.4 acres of the northeast 1/4 of the northeast 1/4 of Section 13, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

The common address of the property is 4600 North Newland, Harwood Heights, IL 60706
 P.I.N.: 13-18-104-039

Whereas, the unpaid principal sum of the Note is One Hundred Eighty Seven Thousand Five Hundred and 00/100 (\$187,500) Dollars which is now due and payable (hereinafter referred to as the "Note").

Whereas, the Borrower desires to procure a cancellation and extinguishment of said indebtedness, and desires and has proposed or proposes to convey the above described real estate and all of its right, title and interest therein to the Lender in payment and satisfaction of said Mortgage indebtedness; and

1. Representations of the Borrower. To induce the Lender to accept a Deed in Lieu of Foreclosure (hereinafter the "Deed") the Borrower states and affirms the truth and accuracy of the following in regard to the Real Estate:

(A) Borrower holds equitable and legal title to the Real Estate.

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(B) Borrower affirmatively states that all utilities including but not limited to gas, electric, water, trash/debris removal, and landscaping services are paid to date and there is no balance due or owing to any utility or service provider. There is no executory contract(s) or agreement(s) with any service provider to provide future services that has not already been paid for by the Borrower. Borrower agrees to provide proof of payment to Lender before execution of this Agreement. Additionally Borrower agrees to assign and transfer to the Lender any and all security deposits for utilities and service providers.

(C) Borrower affirmatively states that no management company has been employed by the Borrower or its agents for the Real Estate and that no management fees are due or payable for the Real Estate. Borrower has signed an Affidavit attesting to the fact that no property manager has been retained for the Real Estate.

(D) Borrower affirmatively states that it has no knowledge or notice of any violations of any local, state or federal law or regulation relating to the Real Estate, which violation has not been corrected. Borrower is not aware of any court action or civil action in regard to the Real Estate.

(E) Borrower affirmatively states that it is unaware of any material defects in the Real Estate including the heating, air conditioning, ventilating systems, plumbing systems, electrical systems, sanitary sewer or other disposal system.

(F) Borrower affirmatively states that it is unaware of any unsafe concentrations of asbestos or radon on the premises.

(G) Borrower agrees to surrender possession of the Real Estate upon execution of this Agreement.

(H) Borrower agrees to convey by Bill of Sale all personal property located on the Real Estate, if any.

2. Title. Acceptance of this Agreement by the Lender is expressly contingent upon a title examination prior to recordation of the Deed described herein. Such title examination must disclose no additional claims or liens upon the Real Estate beyond those set forth in Title Commitment Number TM289840 issued by Stewart Title Insurance Company with an effective date of September 2, 2010.

3. Absolute Conveyance. The parties intend for the transfer of the Real Estate from the Borrower to MB Financial Bank, N.A. or the nominee of the MB Financial Bank, N.A. to be an absolute conveyance of fee simple title to the Real Estate. After the conveyance of the Real Estate to the Lender, or the nominee of the Lender all debt of the Borrower to the Lender for this mortgage loan is extinguished.

4. Fair Market Value. Borrower has been advised and acknowledges that the fair market value of the Real Estate may exceed the indebtedness due the Lender pursuant to the Note.

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Borrower hereby acknowledges and agrees that should the Lender obtain a surplus or profit from the subsequent sale of the Real Estate the Borrower relinquishes any right or claim to such proceeds of sale.

5. Competency. Borrower affirmatively states that he/she/they is/are competent to execute this Agreement. Borrower further states that there was no fraud, duress or undue influence exerted on the part of the Lender to induce him/her/them to enter into or to execute this Agreement.

6. Co-Operation. Borrower agrees to co-operate with Lender to sign or obtain any additional documentation necessary for the Lender to obtain clear and marketable title to the Real Estate. This agreement in regard to co-operation will survive this Agreement and the execution of the Deed to the Lender.

7. Insolvency. Borrower further states that this Agreement for Deed will not render the Borrower insolvent or act to the prejudice of any other creditors of the Borrower.

8. Conveyance. Borrower contemporaneously herewith, and in consideration hereof, conveyed the Real Estate to the Lender or the Lender's successors or assigns by their Warranty Deed to the Lender bearing even date herewith and have delivered to Lender the full and absolute fee simple title to the Real Estate and full and absolute ownership thereof.

9. Acceptance by the Lender. The Lender has agreed to accept, and does accept the Deed in full payment, satisfaction and discharge of the Borrower's obligation to pay the indebtedness and all unpaid interest thereon as set forth in the Note.

10. Cancellation of Debt. It is hereby agreed by and between the parties hereto, that all of the indebtedness of the Borrower pursuant to the Note and all interest thereon as secured by the Mortgage has been and is hereby canceled, satisfied and extinguished, and that all persons liable thereon are hereby released and discharged but that said indebtedness and all unpaid interest thereon shall be and hereby remain an in rem obligation secured by the Real Estate.

11. Release of Lender. The Borrower in consideration of this Agreement and the cancellation of the indebtedness pursuant to the Note hereby releases the Lender from any and all liability in regard to any action of the Lender that in any way relate to the Note and the Mortgage which is the subject matter of this Agreement prior to the date of this Agreement. The Borrower intends that this paragraph act as a General Release of the Lender in regard to the transactions described in this Agreement.

12. Lenders Right to Pursue Judicial Foreclosure. Except as expressly set forth in this Agreement, nothing contained in this Agreement shall preclude the Lender from pursuing judicial foreclosure or any other rights and remedies under the Mortgage and Note or this Agreement in addition to, effectuating a transfer to the Lender of the Real Estate, other than pursuing any right, remedy or other action against the Borrower and/or Guarantor, if any, in the

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event that the transfer of the Real Estate occurs, which Lender acknowledges and confirms that it shall not pursue.

13. Legal Representation. The Borrower has had the opportunity to consult with legal counsel prior to the execution of this Agreement and the other documents that are to be executed contemporaneously with this Agreement.

14. Full Agreement. All promises, undertakings and agreements of the parties hereto, in respect to, or relating to the subject matter of the Agreement are expressed and embodied herein.

IN WITNESS WHEREOF, the parties hereto executed this Agreement as of the date first above written.

Lender: MB Financial Bank, N.A.

By: [Signature]
Steven A. Land
Its: Assistant Vice President

Borrower(s):
[Signature]
Giovanna Cozzo

[Signature]
Andrea Cozzo

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BORROWER NOTARY

STATE OF ILLINOIS

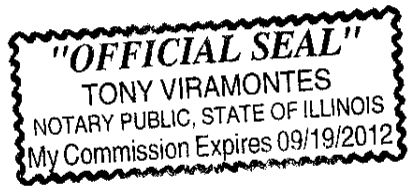
COUNTY OF COOK

I, TONY VIRAMONTES, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Giovanna Cozzo and Andrea Cozzo who are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of SEPTEMBER 2010.

[Signature]
Notary Public

My commission expires: 09-19, 2012



LENDER NOTARY

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify, that ANDREA COZZO and GIOVANNA COZZO personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument appeared before me as officers of MB Financial Bank, N.A. this day in person and signed and delivered the said instrument as their free and voluntary act as officers on behalf of MB Financial Bank, N.A..

Given under my hand and official seal, this 29th day of September
Commission expires 09-19, 2012

[Signature]
Notary Public

