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Please return this instrument to: Neera Anand, Esq. First Banking Center 8700 75th Street Kenosha WI 53142



Doc#: 1034848003 Fee: \$46.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 12/14/2010 11:29 AM Pg: 1 of 6

PRAIRLE TITLE INC. 6821 NORTH AVENUE OAK PARK, IL, 60302

1004-40203

<u>DEED</u> (IN LIEU OF FORECLOSURE)

The Irrevocable Thomp on Trust, an Illinois trust (herein called the "Grantor"), in consideration for the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good an valuable consideration the receipt and sufficiency of which is hereby acknowledged as received by Grantor, hereby grants, warrants and conveys to First Banking Center, ATTN: Garrett Kornman, 8700 75th Street, Kenosha WI 53142 all (i) the real property ("Land") located in Cook County Illinois and more particularly described on Exhibit A-1, attached hereto and incorporated herein by this reference; together with (ii) all and singular, the benefits, privileges, easements, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto, and any and all right, title, interest of Grantor in and to the adjucent roads and rights-of way (hereafter referred to as the "Rights and Appurtenances"); and together with (iii) all buildings, fixtures and other improvements located on the Land (herein called the "Improvements"); ("Land, Rights and Appurtenances, and Improvements being hereafter referred to as the "Property"); subject to, however, those exceptions and encumbrances set forth in Exhibit A-2 (the "Permitted Exceptions"), attached hereto and incorporated herein by this reference.

TOP HAVE AND TO HOLD the Property, together with all and singular and any other rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns and TO WARRANT AND DEFEND.

BUT IT IS HEREBY EXPRESSLY ACKNOWLEDGED AND AGREED that:

A. This Deed and the conveyances made hereby, are being executed, delivered and accepted in lieu of foreclosure, and that the same shall be interpreted and construed as an absolute conveyance of the Grantee of all right, title and interest in the Property, including specifically but without limitation, and equity or rights of redemption of Grantor herein or thereto.

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- B. All of the liens and security interests (hereafter referred to as the "Liens") that evidence or secure the that certain Promissory Note dated March 21, 2008, executed by Grantor in the amount of \$140,000.00 and the Promissory Note dated March 21, 2008 executed by Grantor in the amount of \$122,500.00 ARE NOT RELINQUISHED AND NOT RELEASED in any manner or respect whatsoever, which Liens shall remain valid, continuous and in full force, unless and until released by written instrument ("Lender Release") executed by Grantee, or its successor and assigns and recorded in the Real Property Records of Cook County, Illinois, which Lender Release may be made as, if and when Grantee, its successors and assigns shall determine in the exercise of its sole discretion.
- C. There shall not in any event be any merger of any of the Liens with the title or other interest of Grantee by virtue of this conveyance and the parties expressly provide that each such interest in the Liens on one hand and the title in the other shall be, and remain at all times, SEPARATE and DISTINCT.
- D. The title of Grantee in the Property under this Deed will not merge with the security interests of Grantee in the Property under the Liens and that for purposes of priority as between: (i) intervening or interior liens, claims or encumbrances on or against the Property, and (ii) the Liens, and any and all rights of Grantee to exercise its remedies in a judicial foreclosure of any of the Liens or any other remedies are expressly preserved hereby and for purposes of the limitations and any other applicable time bar expenses, the same are expressly extended as evidenced by this instrument.
- E. The priority of the Liens 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 Liens to any other liens or encumbrances whatsoever.
- F. Grantee's acceptance of title to the Property vill not create any liability on Grantee's part to third parties that have claims of any kind against Grantor, in connection with the Property or otherwise. Grantee will not assume or agree to discharge any liabilities pertaining to the Property. This Deed doe not confer any third party the enefits on persons not a signatory to this Deed.
- G. Nothing in this Deed shall increase, limit, modify or alter the liability of Grantor with respect to the Liens referenced in Section B above.
- H. Full power and authority is hereby granted to Grantee to improve, manage, protect and subdivide the Property or any part thereof, to dedicate parks, streets, highways, or alleys and to vacate any subdivision or part thereof, and to re-subdivide said Property as often as desired, to contract to sell, grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said Property or any part thereof to a successor or successors in trust and to grant such successor or successors in trust all right, estate, powers and authorities vested in Grantee, to donate, to dedicate, to mortgage, to pledge other otherwise encumber said Property, or any part thereof, to lease said Property, or any part thereof, from time to time and to renew extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof any time, to contract to make leases and

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options to renew leases, and to deal with the Property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar or different from the ways specified above, and any time or times hereafter.

This Deed is exempt from transfer taxes under the Provisions of Paragraph (1) Section 31-45, Real Estate Transfer Tax Law.

EXECUTED THIS 17th DAY OF JULY, 2010 **GRANTOR** The Thompson Arcyocable Trust Philip Thom Acknowledgment State of Wisconsin)ss: Kenosha County Brian Thompson Philip Thompson personally came before me this 17th day of Tuly 2010, the abovenamed to me known to be the person who executed the forgoing instrument and acknowledge the same. Notary Public, S ate of Wisconsin, My commission expires

exempt under provisions of Paragragh M of Section 4 of the Real Estate Transfer Ast

Exempt under provisions of Paragraph M # Section 200.1-2 (B-5) of the City of Chiamata.

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A POLICY ISSUING AGENT OF FIDELITY NATIONAL TITLE INSURANCE COMPANY

FILE NO. 1004-40203 COMMITMENT NO. 1004-40203

SCHEDULE A (continued)

LEGAL DESCRIPTION

Lots 35 and 35 in M.N. KIMBELL'S SUBDIVISION, of the West Half of Lots 7 and 8 in Kimbell's Subdivision of the East Half of the Southwest Quarter and the West Half of the Southeast Quarter of Section 26, Township 40 North, Range 13, East of the Third Principal Meridian, (except 25 acres in the Northeast corner) in Cook County Illinois.

PERMANENT INDEX NUMBER 13-26-409-009

COMMONLY KNOWN AS: 2633 N Central Park Avenue, Chicago, IL 60647

VALID ONLY IF SCHEDULE B AND COVER ARE ATTACHED

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UNOFFICIAL COMPANT No

ESTOPPEL AFFIDAVIT

STATE OF WISCONSIN COUNTY OF KENOSHA

The Irrevocable Thompson Family Trust, being first duly sworn on oath depose and state as follows:

- 1. That they are, or were, the owners of record of the parcel of real estate situated in the City of Chicago, Cook County, Illinois, accoribed on Exhibit A attached hereto and incorporated herein by reference, the address for which property is commonly known as 2633 N. Central Park Avenue.
- 2. That they executed a real estate mortgage in favor of First Banking Center which mortgage was dated and acknowledged March 21, 2008 and recorded in the office of the Register of Deeds for Cook County, Illinois on the 22nd day of April, 2005, is Document No. 0811345038 and a real estate mortgage in favor of First Banking Center which mortgage was dated and acknowledged March 21, 2008 and recorded in the office of the Register of Deeds for Cook County, Illinois on the 12nd day of April, 2008, as Document No. 0811345039.
- 3. That affiants have defaulted upon the said mortgage and that **First Banking Center** contemplates foreclosure proceedings against said property.
- 4. That simultaneously with the execution of this Affidavit, affiants have executed and delivered to **First Banking**Center a deed assigning, transferring and setting over unto First Banking Center all right title and interest in and to the subject premises, which deed is given in lieu of foreclosure.
- 5. That affiants are of the opinion and belief that they have no equity in the subject premises and do herewith certify under oath that the conveyance to **First Banking Center** has not been made under duress or as a result of undue influence, that the conveyance is untainted by fraud, that the conveyance has been freely and voluntarily executed and delivered without unconscionable advantage or overreaching, and that the primary consideration therefore is the agreement on the part of **First Banking Center** to release affiants of all further duty, liability and obligation arising from said mortgage.

My commission expires: 8 19/2013

STATEMENT BY GRANTOR

Rick Rombak

From:

Tuesday, December 07, 2010 2:40 PM

Sent: To:

Rick Rombak

Subject: STATEMENT BY GRANTOR GRANTEE.doc

STATEMENT BY GRANTOR GRANTEE

1

The grantor or his agent affirms that, to the best of his\her knowledge, the name of the grantor 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, 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.

20 10 Signature

Subscribed and sworn to before me by the said

Grantor\Agent this

Notary Public

The grantee or his agent affirms 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, or other entity recognized as a person and author, ed to do business or acquire title to real estate under the laws of the State of Illinois.

ucember 8, 20 10

Grantee or Agent

Subscribed and sworn to before me by the said

Grantee\Agent this

Notary Public

Note: Any person who knowingly submits a false statement concerning the identity of a grating shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attached 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)

The E-mail's during wind it may also be readly park-you, if all, on not the addresses on, control sopp, browned or one sections are of a diseasonable or served to a message in error please or order and all consessions your section, and notify the sender ingresions with seturn is mail. Internal paramentations as not be read upon to or simply, secure, error or vinconree, The sendor