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1106034053D

Doc#: 1106034053 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 03/01/2011 10:29 AM Pg: 1 of 5

This space is for recording information only.

WARRANTY DEED

BRUGIE BUILDERS, INC., an Illinois corporation, whose address is 10419 Penny Court South, Frankfort, Illinois 60423 (Grantor), in consideration of the payment of Ten and no/100ths Dollars (\$10.00), the execution of a settlement agreement of even date herewith (Settlement Agreement) between Grantor and ESLB, LLC, an Illinois limited liability company, whose address is P. O. Box 16, Willow Springs, IL 60480 (Grantee), and the release of Grantors, to the extent and as provided in the Settlement Agreement, from personal liability for a money judgment or deficiency judgment under that certain first mortgage note (Note) executed on April 14, 2006 in the principal sum of One Hundred Forty Eight Thousand Dollars (\$148,000.00), that certain Mortgage securing said Note bearing even date thereof and recorded on April 21, 2006 as Document No. 0611133096 in Cook County, Illinois, Records (Mortgage) and other "Security Documents") as defined in Settlement Agreement), and for other good and valuable consideration in hand paid, the adequacy and sufficiency of which are hereby acknowledged, do hereby sell, grant, and convey to Grantee the real property commonly known as 15251 South Caltonia Avenue and located in the City of Markham, 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 Security Documents (collectively, Grantee's Loan Documents), [unpaid real estate taxes,] easements, restrictions, and other matters of record, matters disclosed by a current survey of the real property and the improvements thereon, and the rights of the parties in possession.

This Warranty Deed is an absolute conveyance and grant of all Grantors' 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, Grantors having sold, granted, and conveyed the above-described real property and all improvements thereof and easements and appurtenances thereto to Grantee for a fair and adequate consideration.

Grantors further declare that (a) this conveyance is freely and fairly made, executed, and delivered pursuant to the terms of the Settlement Agreement and with the advise, or opportunity for advice, of legal counsel of Grantors' selection; (b) that there are no agreements, oral or written, other than this Warranty Deed and the Settlement Agreement (and all documents referred to therein and executed in connection therewith) with respect to the above described real

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property and all improvements thereon easements and appurtenances thereto described above; and (c) that fair and adequate consideration has been given for Grantors' waiver of all redemption and cure rights permitted by law as more fully set forth in the Settlement Agreement.

Grantors and Grantee state that it is their express intention that the fee interest herein granted in the above-described real property and all improvements thereof and easements and appurtenances thereto conveyed pursuant to this Warranty Deed shall not merge with or extinguish the lien of Grantee's 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 Grantee's Loan Documents, and Grantee's Loan Documents shall remain in full force and effect now and hereafter until and unless the real property described above and all improvements thereof and easements and appurtenances thereto shall be sold at a foreclosure sale or the lien of Grantee's Loan Documents shall be discharged by Grantee through a recorded written instrument.

The execution and delivery of this Warranty Deed is and shall be construed as Grantee's release of Grantors from any personal liability to the extent and as provided in the Settlement Agreement; provided, however, that the acceptance by Grantee of this Warranty Deed shall not prejudice, limit, restrict, or affect Grantee's or its successors' and assigns' claims of priority under Grantee's Loan Document over any other liens, charges, claims, or encumbrances of any kind whatsoever, or the validity and enforceability of Grantee's Loan Documents except as set forth herein.

IN WITNESS WHEREOF, Grantors have executed this Warranty Deed as of the 28
day of January, 2011.

GRANTORS:

BRUGIE BUILDERS, INC., an Illinois
corporation

By: Steven M. Bolsoni
Its: President, Steven M. Bolsoni



CITY OF MARKHAM
Water Stamp

Date 2/21/11
\$ 50.00 **2780**

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STATE OF Illinois)
) ss
COUNTY OF Will)

On this 28 day of January, 2011, before me personally appeared STEVEN M. BOLSONI, President of Brugie Builders, Inc., to me known to be the persons that executed the within Warranty Deed and acknowledged to me that he executed the same as his free act and deed.

Given under my hand and official seal, this 28 day of January, 2011.



Emily Doornbos
Notary Public

My Commission Expires: 06/06/2013

ILLINOIS TRANSFER STAMP EXEMPT UNDER PROVISIONS OF PARAGRAPH L, UNDER 35 ILCS 200/31-45 PROPERTY TAX CODE.

Signed by Buyer, Seller or Representative: Steven M. Bolsoni

Tax Statements for the real property described in this instrument should be sent to:

BSLB LLC
P.O. Box 16
WILLOW SPRINGS, IL 60180

This document was drafted by
and is to be returned to:

Bradley P. Opfermann
BURKE & HANDLEY
5330 Main Street, Ste 200
Downers Grove, IL 60515

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LEGAL DESCRIPTION EXHIBIT A

LOT 24 IN BLOCK 9 IN NATIONAL HOME DEVELOPERS BELAIRE PARK, A SUBDIVISION OF THE NORTHWEST FRACTIONAL $\frac{1}{4}$ AND THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 11, 1946 AS DOCUMENT 13737958, IN COOK COUNTY, ILLINOIS.

Commonly known as 15251 S. Calitonia Avenue, Markham, IL 60428

Permanent Index No.: 28-13-110-012-0000

Property of Cook County 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 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 1/28/11

Signature Steven M. Bolsoni
Grantor or Agent

SUBSCRIBED AND SWORN TO BEFORE ME BY THE SAID Steven m. Bolsoni THIS 28 DAY OF January, 2011.



NOTARY PUBLIC Emily Doornbos

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 1/28/11

Signature Mary A. McNally
Grantor or Agent

SUBSCRIBED AND SWORN TO BEFORE ME BY THE SAID Mary A. McNally THIS 28th DAY OF January, 2011.



NOTARY PUBLIC Debra E. Eckett

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.]