Doc#: 1109034079 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 03/31/2011 03:04 PM Pg: 1 of 4

This space is for recording information only.

#### WARRANTY DEED

THE GRANTOP, VARNEY, LLC, an Illinois limited liability company, in consideration of the payment of Ten ard no/100ths Dollars (\$10.00), the execution of a deed in lieu of foreclosure agreement of even date herewith ("Agreement") between Grantor and Mortgagee, The Private Bank and Trust Company, and the release of Grantor, to the extent and as provided in the Agreement, and for other good and valuable consideration in hand paid, the adequacy and sufficiency of which are hereby acknowledged, does hereby sell, grant, CONVEY and WARRANT to GRANTEE, PB IL OREO, LLC, an Illinois limited liability company, whose address is 70 W. Madison Street, Suite 290. Chicago, Illinois 60602, the real property located in the County of Cook, State of Illinois, to v.i.:

LOT 60 IN MARY A. KELTY'S SUBDIVISION OF THE EAST ½ OF BLOCK 11 IN OGDEN AND OTHERS SUBDIVISION IN SECTION 19, TOWNSHIP 40NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS.

P.I.N.: 14-19-111-020-0000

Commonly known as: 2216 W. Grace, Chicago, Illinois 60618

together with all improvements thereon and easements and appurtenance; thereto, subject only to the lien of that certain first Mortgage dated May 1, 2007, recorded May 7, 7.00° as document no. 0712735269 ("Mortgage") and other "Security Documents", as defined in the Agreement (collectively, "Mortgagee's Loan Documents"), any unpaid real estate taxes for 251°, easements, restrictions, and other matters of record.

This Warranty Deed is an absolute conveyance and grant of all 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, conveyed and warranted the above-described real property and all improvements thereof and easements and appurtenances thereto to Grantee for 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 Agreement and with the advise, or opportunity for advice, of legal counsel of Grantor's selection; (b) that there are no agreements, oral or written, other

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than this Warranty Deed and the Agreement (and all documents referred to therein and executed in connection therewith) with respect to the above described real property and all improvements thereon 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 as more fully set forth in the Agreement.

Grantor and Mortgagee 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 Mortgagee's Loan Documents, or the interests of Mortgagee 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 appurtenences thereto conveyed pursuant hereto shall remain subject to Mortgagee's Loan Documents, and Mortgagee'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 appurterances thereto shall be sold at a foreclosure sale or the lien of Mortgagee's Loan Documents shall be discharged by Mortgagee through a recorded written instrument.

Grantor and Grantee agree that Grantee has not assumed any personal or individual

liability for the Mortgagee's Loan Documents.	ce has not assumed any personal of murvidual
IN WITNESS WHEREOF, Granter has of	executed this Warranty Deed as of the 315 day
GRANTOR: VARNEY, LLC, an Illinois limited liability company, By: William Y. Varney, Manager	City of Chicago Dept. of Revenue 610449  3/31/2011 14:56  \$0.00  Batch 2,640,979
STATE OF ILLINOIS ) ss COUNTY OF	
On this 3/8 day of Mush.  William Y. Varney, to me known to be the per acknowledged to me that they executed the same	son that executed the within Warranty Deed and e as their free act and deed.
Given under my hand and official seal, the	his 3 st day of March, 2011.
OFFICIAL SEAL THEODORE W. WROBLESKI Notary Public - State of Illinois My Commission Expires Nov 02, 2012 My Commission Expires:	Notary Public
I V	

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# **UNOFFICIAL COPY**

3/31/11

Exempt under provision of paragraph (1), Section 31-45 of the Real Estate Transfer Tax

Law (35 IL¢S 200/31/45).

By:\_ Representative/Agent

is to be ndra A. Franc.

MITHAMUNDSEN L..

50 North Michigan Ave.

Chicago, Illinois 60601-752.

Telephone: 312.894.3260

Facsimile: 312.894.3210 This document was drafted by

and is to be returned to:

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### STATEMENT OF GRANTOR/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, 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 3/31, 11 Signature:

Grantor or Agent

Subscribed and sworm to before

me by the said As at the period this 31 day of Masch,

Notary Public When the period the period and swift to period the period that the the perio

OFFICIAL SEAL
DARLENE MORALES
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 10/07/13

The grantee or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of the efficial 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 entry recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated  $\frac{3}{31}$ , 11 Signature: Grantee or Agent

Subscribed and sworn to before

me by the said Asent this 31st day of Muc

Notary Public

OFFICIAL SEAL
DARLENE MORALES
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 10/07/13

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 AB) to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.

6/20/2005 C:\Documents and Settings\Landa Enterprises\My Documents\websites\nnnt.com files\2005 redesign\new forms\residential\statement\_of\_grantor.doc