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Doc#: 1110131062 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 04/11/2011 04:27 PM Pg: 1 of 4

THIS INSTRUMENT PREPARED BY:

Wesley W. Broquard, Esq. Barnes & Thornburg LLP One North Wacker Drive, #4400 Chicago, Illinois 60606

MAIL TO AND SEND FUTURE TAX BILLS TO: North Star Trust Company, Trustee 500 W. Madison, Suite 3150 Chicago, IL 60661

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 3th day of April 2011 by 4738 S. Hermitage CBA 2004-1 LLC, an Illinois limited liability company, having an address of c/o Midland Loan Services, a division of PNC Bank, National Association successor by merger with Midland Loan Services, Inc., 10851 Mastin, Suite 700, Overland Park, KS 66210 ("Grantor"), to North Star Trust Company, a corporation duly organized and existing under the laws of the State of Illinois, of 500 W. Madison St., Suite 3150, Chicago, Illinois 60661, and duly authorized to accept and execute trusts within the State of Illinois as Trustee under the provisions of a certain Trust Agreement, dated December 3, 2009, and known as Trust Number 09-11936 ("Grantee");

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) in hand paid by Grantee and other good and valuable consideration, the receipt whereof is hereby acknowledged, does REMISE, RELEASE, ALIEN, CONVEY and WARRANT unto Grantee, and to her successors and assigns, FOREVER, all right, title and interest in the following described real estate, situated in the County of Cook and State of Illinois known and described as follows, to wit:

LOT 21 IN BLOCK 2 IN B. F. JACÓBS SUBDIVISION OF BLOCK 10 IN STONE AND WHITNEY'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 6 AND THE NORTH 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as:

4738 S. Hermitage, Chicago, IL 60609

P.I.N.:

20-07-204-032

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity, of, in and to the above described premises, with the

1061

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1110131062 Page: 2 of 4

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hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto Grantee, its successors and assigns forever.

And Grantor, for itself and its successors and assigns, does covenant, warrant, promise and agree, to and with Grantee and Grantee's successors and assigns, that the said premises hereby granted are not in any manner encumbered or charged, except as set forth as "Permitted Title Exceptions" on Exhibit A attached hereto and made a part hereof, and that subject to such Permitted Title Exceptions, the Grantor will warrant and forever defend title to the premises against all persons lawfully claiming by, through, or under the Grantor, but not otherwise.

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or 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 at any time or times hereafter, to con ract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any pert thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey crassign any right, title or interest in or about or easement appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any success or in trust, in relations to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be offiged to see the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been compiled with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance lease or other instrument, (a) That at the time of delivery thereof the trust created by this Indenture and by said Trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions, and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in

1110131062 Page: 3 of 4

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trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

And the Grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, Grantor has caused its name to be signed to these presents the day and year first above written.

4738 S. HERMITAGE CBA 2004-1 LLC

Midland Loan Services, a division of PNC Bank, National Association, successor by merger with

Midland Loan Services, Inc.

Manager

Name: Kevin C. Donahue Title: Senior Vice President

STATE OF Kansas)

COUNTY OF Johnson)

SS:

y and лate, appeared Before me, a Notary Public in and for the above-name. Kevin C. Dona hue, the SVP of Midland Loan Services, a division of PNC Bank, National Association, successor by merger with Midland Loan Services, Inc., the manager of 4738 S. Hermitage CBA 2004-1 LLC, whose name is subscrited above, and who acknowledged that he/she signed the document on behalf of said corporation as his/her free and voluntary act for the uses and purposes therein set forth. (He/she is personally known to me or has produced ______ as identification. Witness my hand and Notarial Seal, this 5th day of April ,2011.

NOTARY PUBLIC - State of Kansas CAROLYN S. RANDALL Notary Public - S. S.

Notary Public - S. S.

[seal]

[NOTARY PUBLIC - State of Kansas	
	A CAROLYN S. RANDALL	Ì
	My Appt. Exp. 3/16/15	

1110131062 Page: 4 of 4

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EXHIBIT A

PERMITTED TITLE EXCEPTIONS

- 1. Real estate taxes and assessments not yet due and payable
- 2. Zoning and other regulatory laws and ordinances affecting said premises
- 3. Leases affecting said premises
- 4. Easements, covenants, restrictions, and other matters of record affecting said premises







