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113AX 20415
SPECIAL WARRANTY DEED

AFTER RECORDING

MAIL TO:

William Bates, Jr.
Seaway Bank and Trust Company
645 E. 87th Street
Chicago IL 60619
Cook County



11146470100

Doc#: 1114647010 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/26/2011 10:37 AM Pg: 1 of 6

DATE: April 20, 2011

Grantor:

FEDERAL DEPOSIT
INSURANCE CORPORATION,
as Receiver for First Suburban
National Bank

Grantor's Mailing Address:

150 S. Fifth Avenue
Maywood, IL 60153
Cook County

Grantee:

Seaway Bank and Trust Company

Grantee's Mailing Address:

645 E. 87th Street
Chicago IL 60619
Cook County

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property Description (including any improvements):

See Exhibit A attached hereto and incorporated herein by reference.

Whereas, the subject Property hereinabove described was acquired by Grantor by that certain Warranty Deed Pursuant to a Deed in Lieu of Foreclosure dated December 31, 2008 and recorded on January 28, 2009 as document number 0902816055.

Grantor, for the consideration stated and subject to any reservations from and exceptions to conveyance and warranty stated herein, grants, sells and conveys to Grantee the Property, any and all improvements located thereon and affixed thereto, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold the Property unto Grantee, Grantee's successors and assigns forever, subject to (a) the Permitted Encumbrances, as hereinafter defined, and (b) the exceptions, limitations and conditions herein set forth. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend the title to the Property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or

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to claim the same or any part thereof, except as to any reservations from and exceptions to conveyance and warranty herein, when and only when the claim is by, through, or under Grantor but not otherwise.

Except for the limited covenant of warranty stated immediately above, the Property is conveyed: (a) without covenant, representation, or warranty of any kind or nature, express or implied, and (b) subject to the following matters (such matters hereinafter referred to individually and collectively as "**Permitted Encumbrances**"): (1) easements, rights of way, and prescriptive rights, whether of record or not; licenses and leases, whether written or oral, recorded or unrecorded; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances; liens, conveyances, and other instruments affecting the Property that have not been created, or do not arise, by, through, or under Grantor; rights of co-owners and co-tenants; rights of adjoining owners in any walls and fences situated on a common boundary; discrepancies, conflicts, and shortages in area or boundary lines; any encroachments or protrusions, or overlapping of improvements; any condition, right, claim, or other matter which would be revealed by a current survey of the Property or which could be discovered by an inspection of the Property; all rights, obligations and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any County Water Improvement District, Municipal Utility District, or similar governmental or quasi-governmental agency; taxes and assessments of whatever kind, type, or nature, assessed, levied, due, or payable for the year or period during which this conveyance takes place and for any subsequent year or period, the payment of which Grantee assumes; taxes, penalties, and assessments for the year in which this conveyance takes place and prior years due to change in land usage, ownership, or omission and/or mistake of assessment, the payment of which Grantee assumes; (2) existing building and zoning ordinances, land use laws and regulations, and environmental regulations; and (3) rights of parties in possession.

BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY, (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS, AND (iv) ACCESS. GRANTEE HAS MADE ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE. GRANTEE ACKNOWLEDGES THAT GRANTEE IS NOT RELYING ON ANY INFORMATION PROVIDED BY GRANTOR IN DETERMINING THE PROPERTY CONDITION. BY ACCEPTANCE OF THIS DEED, GRANTEE SPECIFICALLY ASSUMES ALL RISK, COSTS AND LIABILITIES OF WHATEVER NATURE ARISING OUT OF THE CONDITION OF THE PROPERTY.

This assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver.

When the context requires, singular nouns and pronouns include the plural.

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GRANTOR:FEDERAL DEPOSIT INSURANCE CORPORATION,
as Receiver for First Suburban National BankBy: William Bates Jr.

Printed Name: William Bates, Jr.

Its: Attorney in Fact

ACCEPTED AND AGREED TO AND DELIVERY ACKNOWLEDGED ON THIS THE 20TH DAY
OF APRIL, 2011.**GRANTEE:**

Seaway Bank and Trust Company

By: William Bates Jr.

Name: William Bates, Jr.

Title: EVP / General Counsel

County-Illinois Transfer Stamps

Exempt Under Provisions of Paragraph B Section 4, Real Estate Transfer Act.

William Bates Jr.
William Bates, Jr., EVP/General Counsel of Seaway Bank and Trust

Property of Cook County Clerk's Office

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GRANTOR'S ACKNOWLEDGEMENT

STATE OF ILLINOIS)

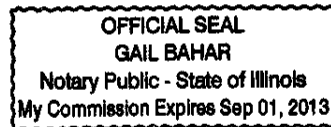
COUNTY OF COOK)

This instrument was acknowledged before me on this the 20TH day of APRIL, 2011, by William Bates, Jr., Attorney In Fact, on behalf of the FEDERAL DEPOSIT INSURANCE CORPORATION acting in the capacity therein stated.

My Commission Expires:

Notary Public

Notary's Name Printed or Typed



GRANTEE'S ACKNOWLEDGEMENTS

STATE OF ILLINOIS)

COUNTY OF COOK)

This instrument was acknowledged before me on this 20TH day of APRIL, 2011, by William Bates, Jr., EVP/General Counsel of Seaway Bank and Trust, on behalf of said entity.

My Commission Expires: September 01, 2011

Notary Public

Notary's Name Printed or Typed



Prepared by:

Timothy E. Weilandt
McCarthy Duffy LLP
180 N. LaSalle, Suite 1400
Chicago, Illinois 60601

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GRANTOR / GRANTEE STATEMENT

State of Illinois)
) SS
 County of Cook)

Grantor's statement:

To the best of my 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 and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

GRANTOR:

FEDERAL DEPOSIT INSURANCE CORPORATION,
 as Receiver for First Suburban National Bank

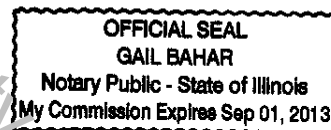
By: William Bates Jr.

Printed Name: William Bates, Jr.

Its: Attorney In Fact

Subscribed and sworn to this 20th day of April, 2011.

Gail Bahar
 Notary Public



Grantee's statement:

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 and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

GRANTEE:

Seaway Bank and Trust Company

By: William Bates Jr.

Name: William Bates, Jr.

Title: EVP / General Counsel

Subscribed and sworn to this 20th day of April, 2011.

Gail Bahar
 Notary Public



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EXHIBIT A

PARCEL 1: Lot 30 in First Addition to Palatine Expressway Industrial Park, being a subdivision in the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 14, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois, EXCEPTING THEREFROM that part of Lot 30 described as follows: Beginning at the Southeast corner of said Lot 30; thence on an assumed bearing South 89 degrees 56 minutes 46 seconds West on the South line of said Lot 30, 207.14 feet to the Southwesterly line of said Lot 30; thence North 52 degrees 10 minutes 12 seconds West on said Southwest line, 92.42 feet to the West line of said Lot 30; thence North 00 degrees 00 minutes 17 seconds East on said West line 208.69 feet to the Northwest corner of said Lot 30; thence North 89 degrees 57 minutes 2 seconds East on the North line of said Lot 30, 10.0 feet; thence South 0 degrees 0 minutes 17 seconds West parallel with the West line of said Lot 30, 179.50 feet; thence South 55 degrees 13 minutes 20 seconds East, 85.68 feet; thence North 89 degrees 56 minutes 46 seconds East, 140.00 feet; thence South 84 degrees 10 minutes 17 seconds East, 60.06 feet to the East line of said Lot 30; thence South 0 degrees 0 minutes 52 seconds East on said East line, 30.84 feet to the point of beginning.

PARCEL 2: Non-exclusive easement for storm sewer appurtenant to and for the benefit of Parcel 1 over, under and upon the property, described as follows: The North 15 feet of Lot 31, together with the West 20 feet of the North 290 feet of Lot 31 in First Addition to Palatine Expressway Industrial Park, being a subdivision in the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 14, Township 42 North, Range 11, East of the Third Principal Meridian, recorded as Document Number 21057505 and filed as Number LR2493375, in Cook County, Illinois, as created by Easement Agreement dated February 12, 1980 and filed March 12, 1980 as Document Number LR3150038, in Cook County, Illinois.

PIN: 03-14-303-014-0000

ADDRESS: 380 W. PALATINE ROAD, WHEELING, ILLINOIS 60090-5831