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This document prepared by,
and return after recording to:

Doc#: 1120149067 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/20/2011 01:33 PM Pg: 1 of 6

Scott E. Jensen
Murray, Jensen & Wilson, Ltd.
101 N. Wacker Dr., Suite 101
Chicago, IL 60606

WARRANTY DEED

143rd Street Group, LLC, an Illinois limited liability company (Grantor), in consideration of the payment of Ten and no/100ths Dollars (\$10.00), the execution of a Deed in Lieu of Foreclosure Agreement of even date herewith (Settlement Agreement) between Grantor and The PrivateBank and Trust Company of 120 S. LaSalle St., Chicago, IL 60603 (Lender), and the release of Grantor, 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 August 11, 2006, in the principal sum of \$2,157,500.00, that certain Mortgage securing said Note bearing even date thereof and recorded on August 22, 2006, as Document No. 0623433074 with the Recorder of Deeds of Cook County, Illinois (Mortgage) and other "Loan Documents" (as defined in the Settlement Agreement), and for other good and valuable consideration in hand paid, the adequacy and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, and convey to **PB-SW LAND, LLC, an Illinois limited liability company (Grantee)**, the real property commonly known as 14503 Waters Edge Trail, Orland Park, IL (Lot 1), 14511 Waters Edge Trail, Orland Park, IL (Lot 2), 14514 Waters Edge Trail, Orland Park, IL (Lot 5), 11645 Waters Edge Trail, Orland Park, IL (Lot 6), 11701 Waters Edge Trail, Orland Park IL (Lot 7), 14515 Pheasant Trail, Orland Park, IL (Lot 8), 14523 Pheasant Trail, Orland Park, IL (Lot 9), 14530 Pheasant Trail, Orland Park, IL (Lot 11), 14522 Pheasant Trail, Orland Park, IL (Lot 12), 14514 Pheasant Trail, Orland Park, IL (Lot 13), 14533 Sanctuary Drive, Orland Park, IL (Lot 17), 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 Loan Documents (collectively, 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.

Grantor does covenant, promise and agree to and with the Grantee, its successors and assigns, that Grantor has not done or suffered to be done, anything whereby the premises are, or may be, in any manner encumbered or charged, except as herein recited and that Grantor will WARRANT AND DEFEND the premises against all persons lawfully claiming by, through or under Grantor, but not otherwise, subject to the exceptions identified in Exhibit "B", which is incorporated herein by reference.

This Warranty Deed is an absolute conveyance and grant of all of Grantor's right, title, and interest in the above-described real property and improvements thereon and easements and

Property of Cook County Recorder of Deeds

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FREEDOM TITLE CORP.

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appurtenances thereto and is not intended as a mortgage, trust conveyance, or security of any kind. Grantor having sold, granted, and conveyed the above-described real property and all improvements thereon and easements and appurtenances thereto to Grantee for a 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 Settlement Agreement and with the advice, or opportunity for advice, of legal counsel of Grantor's 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 property and all improvements thereon and 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 Settlement Agreement.

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

The execution and delivery of this Warranty Deed is and shall be construed as Lender's release of Grantor 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 Lender's or its successors and assigns claims of priority under the Loan Documents over any other liens, charges, claims, or encumbrances of any kind whatsoever, or the validity and enforceability of the Loan Documents except as set forth herein.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed as of the 17th day of March, 2011.

**EXEMPT UNDER PROVISIONS OF
PARAGRAPH L, SECTION 4,
REAL ESTATE TRANSFER TAX ACT.**

7/8/2011
DATE

[Signature]
BUYER, SELLER OR REPRESENTATIVE

143rd Street Group LLC,
an Illinois limited liability company

By: [Signature]
Name: Robert T. Petrich
Its: Manager

By: [Signature]
Name: Howard T. Schwartz
Its: Manager

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EXEMPT UNDER THE PROVISIONS OF 35ILCS 200/31-45, PARAGRAPH L OF THE ILLINOIS REAL ESTATE TRANSFER TAX ACT

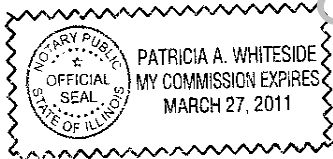
Dated: 4/17/11

[Signature]
Signature

STATE OF ILLINOIS
COUNTY OF COOK SS.

On this 17th day of March, 2011, before me personally appeared Robert T. Petrich, Manager of 143rd Street Group LLC, an Illinois limited liability company, to me known to be the person that executed the within Warranty Deed and acknowledged to me that he executed the same as his free act and deed for the uses and purposes set forth therein.

Given under my hand and official seal, this 17th day of March, 2011.

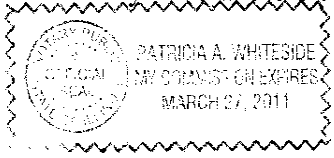


[Signature]
Notary Public
My Commissions Expires: 3-27-11

STATE OF ILLINOIS
COUNTY OF COOK SS.

On this _____ day of March, 2011, before me personally appeared Howard T. Schwartz, Manager of 143rd Street Group LLC, an Illinois limited liability company, to me known to be the person that executed the within Warranty Deed and acknowledged to me that he executed the same as his free act and deed for the uses and purposes set forth therein.

Given under my hand and official seal, this 17th day of March, 2011.



[Signature]
Notary Public
My Commissions Expires: 3-27-11

SEND SUBSEQUENT TAX BILLS TO:

PB-SW LAND, LLC
c/o The PrivateBank & Trust Company
70 W. Madison St., Suite 200
Chicago, IL 60602

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EXHIBIT A TO DEED

LEGAL DESCRIPTION

LOTS 1, 2, 5, 6, 7, 8, 9, 11, 12, 13 AND 17 IN THE SANCTUARY AT WATERS EDGE, A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, IL

14503 Waters Edge Trail, Orland Park, IL (Lot 1)
14511 Waters Edge Trail, Orland Park, IL (Lot 2)
14514 Waters Edge Trail, Orland Park, IL (Lot 5)
11645 Waters Edge Trail, Orland Park, IL (Lot 6)
11701 Waters Edge Trail, Orland Park IL (Lot 7)
14515 Pheasant Trail, Orland Park, IL (Lot 8)
14523 Pheasant Trail, Orland Park, IL (Lot 9)
14530 Pheasant Trail, Orland Park, IL (Lot 11)
14522 Pheasant Trail, Orland Park, IL (Lot 12)
14514 Pheasant Trail, Orland Park, IL (Lot 13)
14533 Sanctuary Drive, Orland Park, IL (Lot 17)

PINs: 27-07-101-005-0000 (Lot 1)
27-07-101-006-0000 (Lot 2)
27-07-101-009-0000 (Lot 5)
27-07-101-010-0000 (Lot 6)
27-07-101-011-0000 (Lot 7)
27-07-101-012-0000 (Lot 8)
27-07-101-013-0000 (Lot 9)
27-07-101-015-0000 (Lot 11)
27-07-101-016-0000 (Lot 12)
27-07-101-017-0000 (Lot 13)
27-07-101-021-0000 (Lot 17)

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EXHIBIT B TO DEED

TITLE EXCEPTIONS

1. MORTGAGE DATED AUGUST 11, 2006 AND RECORDED AUGUST 22, 2006 AS DOCUMENT NO. 0623433074 MADE BY 143RD STREET GROUP, LLC TO FOUNDERS BANK TO SECURE A NOTE IN THE AMOUNT OF \$2,157,500.00.
2. ASSIGNMENT OF RENTS RECORDED AUGUST 22, 2006 AS DOCUMENT NO. 0623433075 MADE BY 143RD STREET GROUP, LLC TO FOUNDERS BANK.
3. COVENANTS AND RESTRICTIONS (BUT OMITTING ANY SUCH COVENANT OR RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW) CONTAINED IN DECLARATION RECORDED AS DOCUMENT NO. 0517334111, RELATING TO LAND USE AND BUILDING TYPE, ARCHITECTURAL CONTROL, FENCES, SHEDS, POOLS, EXTERIOR ANTENNAS, BUILDING HEIGHT, GARAGES, LOCATION, DRIVEWAYS, PARKWAY TREES, SOD, WEED CUTTING AND LOT CLEANUP, COMMERCIAL VEHICLES, JUNK MACHINERY AND MATERIALS, LAKE AND WETLANDS, NOXIOUS OR OFFENSIVE ACTIVITY, BURNING OR REFUSE, ANIMALS, LIVESTOCK AND POULTRY, CREATION OF THE SANCTUARY OF ORLAND COMMUNITY ASSOCIATION, ASSESSMENTS, USE OF LAKE AREA AND WATERCRAFT RESTRICTIONS, WHICH DOES NOT CONTAIN A REVERSIONARY OR FORFEITURE CLAUSE.
4. BUILDING LINES AND PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT OF SUBDIVISION.
5. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS AND LATERALS, IF ANY.
6. GENERAL REAL ESTATE TAXES FOR THE SECOND INSTALLMENT OF 2010 AND SUBSEQUENT YEARS.

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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 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: 6/12, 2011

Signature: [Signature] (Grantor or Agent)

Subscribed and sworn to before me by the said LISA MARCUM
this 2nd day of June, 2011

[Signature] (Notary Public)



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: 6/12, 2011

Signature: [Signature] (Grantee or Agent)

Subscribed and sworn to before me by the said LISA MARCUM
this 2nd day of June, 2011

[Signature] (Notary Public)



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.]