

UNOFFICIAL COPY

Quit Claim Deed Statutory (Illinois)

THE GRANTORS, **ROBERT J. MCMURTRY** and **JENNIFER MCMURTRY**, husband and wife whose address is 99 Brinker Rd, Barrington, IL 60010, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid, CONVEYS and QUIT-CLAIMS to **THE LEADERS BANK**, an Illinois banking corporation, whose address is 2001 York Rd, Oak Brook, IL 60523, all interest in the following described Real Estate situated in the County of Cook, in the State of Illinois, to-wit:



Doc#: 1127234069 Fee: \$58.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/29/2011 03:14 PM Pg: 1 of 12

Above Space for Recorder's Use only

See Exhibit 1, attached hereto and made a part hereof,

hereby releasing and waiving all rights and by virtue of the Homestead Exemption Laws of the State of Illinois.


SUBJECT TO: the Permitted Exceptions identified on Exhibit 2, attached hereto and made a part hereof.

This Quitclaim Deed is given by Grantors as a deed in lieu of foreclosure within the purview of 735 ILCS 5/15-1401 permitting deeds in lieu of foreclosure. It is the purpose and intent of Grantors and Grantee that the interests of Grantee hereunder shall not merge with the interests of Grantee under that certain Mortgage dated as of September 30, 2003, made by the Grantors in favor of Grantee on that certain real property commonly known as 99 Brinker Rd, Barrington, IL, and recorded in the office of the Cook County Recorder of Deeds on November 18, 2003 as document no. 0332202142, as modified by that certain Modification of Balloon Note and Mortgage dated October 1, 2006, and recorded in the office of the Cook County Recorder of Deeds on December 12, 2007 as document no 0734649100, and as further modified by that certain Modification of Mortgage dated September 25, 2009, and recorded in the office of the Cook County Recorder of Deeds on January 6, 2010 as document no. 1000640176 (as modified from time to time). *See the Deed in Lieu certificate attached hereto as Exhibit 3.*

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IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals this date of September 28, 2011.

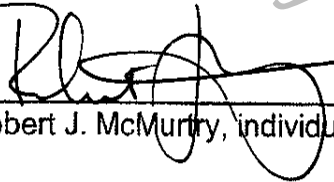
GRANTORS:



Robert J. McMurtry, individually

Jennifer McMurtry, individually

THIS TRANSACTION IS EXEMPT FROM REAL PROPERTY TRANSFER TAXATION PURSUANT TO 35 ILCS 200/31-45(L).



Robert J. McMurtry, individually

Date: September 28, 2011

AFTER RECORDING, MAIL TO:

Drew J. Scott, Esq.
Scott & Kraus, LLC
150 South Wacker Drive, Suite 2900
Chicago, Illinois 60606

SEND SUBSEQUENT TAX BILLS TO:

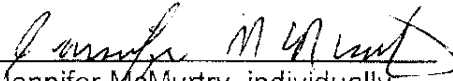
THE LEADERS BANK
Attn: William Navolio
2001 York Road
Oak Brook, Illinois 60523

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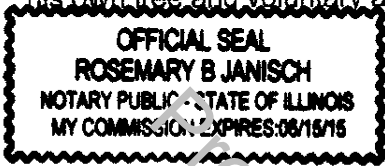
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THE LEADERS BANK
Attn: William Navolio
2001 York Road
Oak Brook, Illinois 60523

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STATE OF ILLINOIS §
 §
COUNTY OF COOK §

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Robert J. McMurtry, an individual, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.



Rosemary B Janisch
Notary Public, State of Illinois
ROSEMARY B JANISCH
(printed name)

My commission expires: 6-15-15

STATE OF ILLINOIS §
 §
COUNTY OF COOK §

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Jennifer McMurtry, an individual, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.

Notary Public, State of Illinois

(printed name)

My commission expires: _____

UNOFFICIAL COPY

STATE OF ILLINOIS §
 §
COUNTY OF COOK §

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Notary Public, State of Illinois

(printed name)

My commission expires: _____

New Jersey
STATE OF ILLINOIS §
McMurtry §
COUNTY OF COOK §

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Jennifer McMurtry, an individual, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.

Jeannette P. Strippoli

Notary Public, State of Illinois

My commission expires: 9-20-2014

JEANNETTE P. STRIPPOLI
(printed name)
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 20,

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EXHIBIT 1

LEGAL DESCRIPTION

PARCEL 1: THE NORTH $\frac{1}{2}$ (EXCEPT THE WEST 25 FEET WHICH HAS BEEN PLATTED FOR A HIGHWAY AS DISCLOSED BY PLAT RECORDED SEPTEMBER 10, 1905 IN BOOK 90 OF PLATS PAGE 29 AS DOCUMENT 3746842) OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTHWEST OF WAUKEGAN AND SOUTHWESTERN RAILWAY COMPANY RIGHT OF WAY IN COOK COUNTY, ILLINOIS.

PARCEL 2: ALL THAT PART OF THE SOUTH $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH AND WESTERLY OF THE NORTHWESTERLY LINE OF RIGHT OF WAY OF RAILROAD, IN COOK COUNTY, ILLINOIS.

Common Address: 99 Brinker Rd, Barrington, Illinois 60010

PIN(s): 01-10-303-002; 01-10-402-002

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EXHIBIT 2

PERMITTED EXCEPTIONS:

1. Taxes for the year 2010, and subsequent years.
2. Mortgage dated as of September 30, 2003, made by the Robert J. McMurtry and Jennifer McMurtry, husband and wife, in favor of The Leaders Bank on that certain real property commonly known as 99 Brinker Rd, Barrington, IL, and recorded in the office of the Cook County Recorder of Deeds on November 18, 2003 as document no. 0332202142, as modified by that certain Modification of Balloon Note and Mortgage dated October 1, 2006, and recorded in the office of the Cook County Recorder of Deeds on December 12, 2007 as document no. 0734649100, and as further modified by that certain Modification of Mortgage dated September 25, 2009, and recorded in the office of the Cook County Recorder of Deeds on January 6, 2010 as document no. 1000640176 (as may be modified from time to time).
3. Exceptions identified on Schedule B of that certain Commitment for Title Insurance issued by Fidelity National Title Insurance Company as order no. 1108179 with an effective date of September 2, 2011.

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STATEMENT FOR GRANTOR OR 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, limited liability company 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.

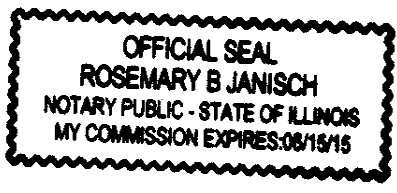
Dated: September 28, 2011

Signature: _____

[Handwritten Signature]
Grantor or Agent

SUBSCRIBED AND SWORN to before me by this 21 day of September, 2011

[Handwritten 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, limited liability company 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.

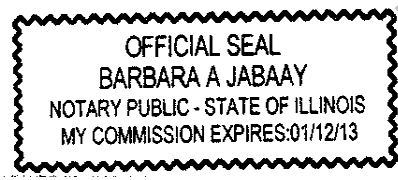
Dated: September 28, 2011

Signature: _____

[Handwritten Signature], attorney
Grantee or Agent

SUBSCRIBED AND SWORN to before me this 21 day of September, 2011

[Handwritten 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.

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EXHIBIT 3

DEED IN LIEU CERTIFICATE

ROBERT J. MCMURTRY and JENNIFER MCMURTRY, husband and wife (together, the "Borrower"), represents and warrants to THE LEADERS BANK, or its designee ("Lender"), and its respective successors and assigns, as follows:

1. Borrower and Lender are parties to that certain Deed in Lieu Agreement dated as of September 28, 2011 ("Agreement"). Unless otherwise defined in this Deed in Lieu Certificate ("Certificate"), all capitalized terms shall have the meanings ascribed to them in the Agreement.
2. Borrower has executed and delivered that certain Special Warranty Deed dated September 28, 2011 (the "Deed"), and other documents, conveying the "Property" (as defined in the Agreement) to Lender.
3. The Deed was executed and delivered pursuant to the Agreement.
4. The Deed was intended to be and is an absolute conveyance of title to the Property to Lender in effect as well as in form; the Deed was not and is not intended to serve or operate as a mortgage, deed to secure debt, security agreement, trust conveyance, deed of trust, lien, security interest, or security of any kind; Borrower, by virtue of the Deed, the Agreement, and the other Closing Documents (as defined in the Agreement), waived, relinquished, and gave up any and all right, title, and interest, legal, equitable, or otherwise in the Property; the consideration for the Deed was and is for the benefit of Borrower made pursuant to the Agreement.
5. The Deed was executed and delivered as the result of the Borrower's request and was the free and voluntary act of Borrower; Borrower has no creditors whose rights would be prejudiced by the Deed; Borrower's execution and delivery of the Agreement and the other Closing Documents is not the result of duress or undue influence, intimidation, misapprehension, bad faith, unconscionable conduct, overreaching conduct, or misrepresentation by Lender or any agent, attorney, or any other representative of Lender; Borrower has been represented by legal counsel of their own choosing throughout the transactions contemplated or referenced in the Agreement.
6. No work, labor, or materials have been supplied to the Property upon which anyone could base a mechanics' lien, equitable lien, or any other type of lien against the Property which has not been fully paid for.
7. Lender has not taken advantage of Borrower by threats, duress, intimidation, overreaching conduct, unconscionable conduct, bad faith, or otherwise, and Borrower, by executing and delivering the Agreement, the Deed, and the other Closing Documents, acted freely and voluntarily, and not under coercion or duress; Borrower is proceeding with the transaction contemplated by the Agreement as volunteers pursuant to what Borrower perceives to be in their own best interests. Borrower understands that the transactions contemplated by the Agreement may have

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adverse tax consequences and has consulted with such tax, legal, and accounting advisors with respect to such consequences as he has deemed advisable.

8. After consummation of the transaction contemplated by the Agreement, the assets of Borrower at fair value will equal or exceed the sum of its debts. The value of the Property does not equal or exceed the indebtedness evidenced by the Loan Documents.

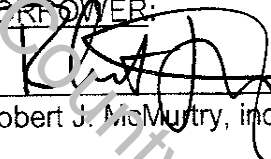
9. This Certificate is made to induce Lender and Fidelity National Title Insurance Company to accept the Deed, is made for the protection and benefit of Lender and its successors, grantees, and assigns, and Fidelity National Title Insurance Company and any other title insurers who may now or hereafter insure Lender's interests in the Property, and all other parties hereafter dealing with or who may acquire any interest in the Property, all of whom may rely on this Certificate.

10. The undersigned will cause their representatives and agents, if any, to testify, declare, depose or certify before any competent tribunal, officer, or person, in any case now pending or that may hereafter be constituted, to the truth and accuracy of the particular facts set forth above.

11. All representations and warranties made in this Certificate shall be deemed remade on and as of the Closing Date.

Dated as of September 28, 2011

~~BORROWER:~~



Robert J. McMurtry, individually

Jennifer McMurtry, individually

SUBSCRIBED AND SWORN to before
me this 28 day of September, 2011



Notary Public



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Jennifer McMurtry, individually

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me this ____ day of September, 2011

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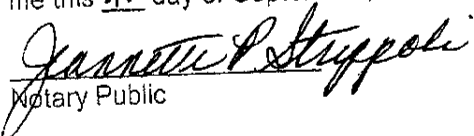
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Jennifer McMurtry, individually

SUBSCRIBED AND SWORN to before
me this 28 day of September, 2011


Notary Public

JEANNETTE P. STRIPPOLI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 20, 2014