Doc#: 1134310051 Fee: \$52.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds Date: 12/09/2011 12:58 PM Pg: 1 of 9

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	space above this line for Recorder's use only
Recording requested by	Asset No. <u>10284008127</u>
and when recorded return to:	
Meridian Title Corporation	
22 W. Washington, 15th Floor	
Chicago, IL 60602	
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	///
SPECIAL	WARRANTY DEFO
STATE OF Illinois §	
§	<u>C/</u>
COUNTY OF Cook §	<b>'</b> Q <sub>4</sub> .
	RECITALS

MR 117726 12

WHEREAS, ShoreBank (the "Institution"), acquired the Property by that certain Quit Claim Deed dated February 15, 2001, and recorded as Instrument No. 0010132576 of records of Cook County, Illinois, on February 20, 2001; and

WHEREAS, the Institution was closed by The Illinois Department of Financial & Professional Regulation on August 20, 2010 and the Federal Deposit Insurance Corporation (the "FINC") was appointed as receiver for the Institution (the "Receiver"); and

WHEREAS, as a matter of federal law, 12 U.S.C. § 1821(d)(2)(A)(i), the Receiver succeeded to all of the right, title, and interest of the Institution in and to, among other things, the Property.

NOW, THEREFORE, the Receiver (hereinafter, "Grantor"), whose address is 1601 Bryan Street, Dallas, Texas 75201, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said Grantor paid by Grantee named herein, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto B.U.I.L.D. Incorporated, an Illinois not-for-profit corporation ("Grantee"), whose mailing address is 1223 N. Milwaukee Ave., Chicago, IL 60642, that certain real property situated

1134310051 Page: 2 of 9

## **UNOFFICIAL COPY**

in Cook County, Illinois, described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with any and all improvements thereto and all singular the rights and appurtenances pertaining thereto, including, but not limited to, any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way (collectively, the "Property"), **subject** however **to** all standby fees, real estate taxes, and assessments on or against the Property for the current year and subsequent years and subsequent taxes and assessments for prior years becoming due by reason of a chance in usage or ownership, or both, of the Property, as well as zoning, building, and other laws, regulations, and ordinances of municipal and other governmental authorities, if any, affecting the Property, and all matters set forth on Exhibit "B" attached hereto and made a part hereof for all purposes (all of the foregoing being collectively referred to as the "Permitted Exceptions"). Grantee, by its execution and acceptance of delivery of this Special Warranty Deed, assumes and agrees to perform any and all obligations of Grantor or the Institution under the Permitted Exceptions.

FURTHER, GRANTEE, BY ITS EXECUTION AND ACCEPTANCE OF DELIVERY OF THIS SPECIAL WARRANTY DEED, ACKNOWLEDGES AND AGREES THAT (i) EXCEPT FOR THE SPECIAL (OR LIMITLD), WARRANTY OF TITLE CONTAINED HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARKANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE PROPERTY, INCLUDING, WITHOU'S LIMITATION, THE WATER, SOIL, AND GEOLOGY, (B) ANY INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT OR HOPE TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, OR DIVANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BCDY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR ANY PART THEREOL, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY OR ANY PART THEREOF OR ANY IMPROVEMENTS THERETO, (H) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY OR ANY PART THEREOF, OF ANY HAZARDOUS MATERIALS; (ii) GRANTEE HAS FULLY INSPECTED THE PROPERTY AND THAT THE CONVEYANCE HEREUNDER OF THE PROPERTY IS "AS IS" AND "WITH ALL FAULTS," AND GRANTOR HAS NO OBLIGATION TO ALTER, REPAIR, OR IMPROVE THE PROPERTY OR ANY PART THEREOF OR ANY IMPROVEMENTS THERETO; AND (iii) NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM, OR COURSE OF DEALING WITH GRANTOR, AND ALL STATUTORY, COMMON LAW, AND CUSTOMARY COVENANTS AND WARRANTIES, IF ANY, OF WHATEVER KIND, CHARACTER, NATURE, PURPOSE, OR EFFECT, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, ARE HEREBY EXPRESSLY, UNCONDITIONALLY, AND IRREVOCABLY WAIVED, DISCLAIMED, AND EXCLUDED FROM THIS SPECIAL WARRANTY DEED, NOTWITHSTANDING ANY CUSTOM OR PRACTICE TO THE CONTRARY, OR ANY STATUTORY, COMMON LAW, DECISIONAL, HISTORICAL, OR CUSTOMARY MEANING, IMPLICATION, SIGNIFICANCE,

1134310051 Page: 3 of 9

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EFFECT, OR USE OF CONTRARY IMPORT OF ANY WORD, TERM, PHRASE OR PROVISION HEREIN.

Further, by its acceptance of delivery of this Special Warranty Deed, Grantee or anyone claiming by, through, or under Grantee, hereby fully releases Grantor, the Institution, and the FDIC in any and all of its various other capacities, and their respective employees, officers, directors, representatives, and agents from any and all claims, costs, losses, liabilities, damages, expenses, demands, actions, or causes of action that it or they may now have or hereafter acquire, whether direct or indirect, known or unknown, suspected or unsuspected, liquidated or contingent, arising from or related to the Property in any manner whatsoever. This covenant releasing Grantor, the Institution, and the FDIC in any and all of its various of er capacities shall be a covenant running with the Property and shall be binding upon Grantee, its successors, and assigns.

TO HAV': AND TO HOLD the Property, together with all and singular the rights and appurtenances there o in any wise belonging to Grantor, unto Grantee, its legal representatives, successors and assigns for ever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT SPECIALLY AND FOREVER DEFEND all and singular the Property unto Grantee, its legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, subject, however, to the Permitted Exceptions.

The fact that certain encumbrances, limitations, or other matters or conditions may be mentioned, disclaimed, or excepted in any way herein, we ther specifically or generally, shall not be a covenant, representation, or warranty of Grantor as to any encumbrances, limitations, or any other matters or conditions not mentioned, disclaimed, or excepted. Notwithstanding anything herein to the contrary, however, nothing herein shall be construed or deemed as an admission by Grantor or Grantee to any third party of the existence, validity, enforceability, scope, or location of any encumbrances, limitations, or other matters or conditions mentioned, disclaimed, or excepted in any way herein, and nothing shall be construed or deemed as a waiver by Grantor or Grantee of its respective rights, if any, but without obligation, to challenge or enforce the existence, validity, enforceability, scope, or location of same against third parties.

All ad valorem taxes and assessments for the Property for the year in which this Special Warranty Deed is executed have been prorated by the parties hereto as of the date of this Special Warranty Deed. By its execution and acceptance of delivery of this Special Warranty Deed, Grantee hereby assumes the payment of all ad valorem taxes, standby fees, and general and special assessments of whitever kind and character affecting the Property which are due, or which may become due, for the current day year or assessment period and for any tax year or assessment period subsequent to the date of this special Warranty Deed, including, without limitation, taxes or assessments for prior years becoming due by reason of a change in usage or ownership, or both, of the Property or any portion thereof.

1134310051 Page: 4 of 9

## **UNOFFICIAL COPY**

IN WITNESS WHEREOF, this Special Warranty Deed is executed on this 21 day of November, 2011. **GRANTOR:** FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for ShoreBank By: WHOME FRANCISCO MENCUACA Name: Rand Title: Attorney in Fact **GRANTEE** B.U.I.L.D. Incorporated, an Illinois not-for-profit corporation By: Name: Title: A CKNOWLEDGMENTS STATE OF ILLINOIS § COUNTY OF COOK § This instrument was acknowledged before me on the 21 day of November, 2011, by Randall E. Newsome, Attorney in Fact of the Federal Deposit Insurance Corporation, as Receiver for ShoreBank on behalf of said entity. ublic State of Illinois STATE OF ILLINOIS COUNTY OF COOK This instrument was acknowledged before me on the for , by Francisco RECEIVER FOR SUONE GAMBEHalf of said entity JANET E. SPREITZER Notary Public - State of Illinois My Commission Expires Oct 05, 2014 Prepared By: Colleen Morrison Meridian Title Corporation 22 W. Washington, Suite 1500 Chicago, IL 60602 Name and Address of Taxpayer/Address of Property: B.U.I.L.D. Incorporated, an Illinois not-for-profit corporation 1223 N. Milwaukee

Chicago, IL 60642

1134310051 Page: 5 of 9

# **UNOFFICIAL COPY**

IN WITNESS WHEREOF, this Special Warranty Deed is executed on this day of November, 2011.		
GRANTOR:		
FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for ShoreBank		
By: Name: Randall E. Newsome Title: Attorney in Fact		
GRANTEE.		
B.U.I.L.D. Incorporated, an Illinois not-for-profit corporation  By: D.		
STATE OF ILLINOIS §		
COUNTY OF COOK §		
This instrument was acknowledged before me of the day of November, 2011, by Randall E. Newsome, Attorney in Fact of the Federal Deposit Insurance Corporation, as Receiver for ShoreBank on behalf of said entity.		
Notary Public, State of Illinois  STATE OF ILLINOIS   COUNTY OF COOK   This instrument was acknowledged before me on the 25th day of NOVEMBER  ON BULLED INCORPOLATED , on behalf of said entity. BUFORD		
Notary Public, State of ZLLINOIS		
Prepared By:  Colleen Morrison  Meridian Title Corporation  22 W. Washington, Suite 1500  Chicago, IL 60602  OFFICIAL SEAL  TERESA A. QUINLAN  NOTARY PUBLIC, STATE OF ILLINOIS  MY COMMISSION EXPIRES 12-1-2013		
Name and Address of Taxpaver/Address of Property:		

Name and Address of Taxpayer/Address of Property: B.U.I.L.D. Incorporated, an Illinois not-for-profit corporation 1223 N. Milwaukee Chicago, IL 60642

1134310051 Page: 6 of 9

## **UNOFFICIAL COPY**

#### STATEMENT BY GRANTOR AND GRANTEE

The grantor or its agent affirms that, to the best of its 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 title to real estate under the laws of the State of Illinois.

title to real estate under the laws of the State of Illin	101S.
Dated:	Signature:
	Colland
	Grantor or agent
Subscribed and sworn to before me this	PROPERSENT DATE OF HOSTORS NORTH PUBLIC - CONTROL OF MITTORS NORTH PUBLIC - CONTROL OF MITTORS
Notary Public The grantee or its agent affirms and ver.f	CAN CANNAGE TO THE STATE OF THE

The grantee or its agent affirms and ver fies that the name of the grantee shown on the deed or assignment of beneficial interest in a 1and 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 title to real estate under the laws of the State of Illinois.

Dated: NOVIMBLE 29, 2011

Signature

Grantee or agent

Subscribed and sworn to before me this 2974 day of November 22011

Notary Public 40 h h. L

OFFICIAL SEAL
TERESA A. QUINLAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12-1-2013

Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class A 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, IL if exempt under provisions of Section 4 of III. Real Estate Transfer Tax Act.] 4836-5465-6268.1

1134310051 Page: 7 of 9

## **UNOFFICIAL COPY**

#### EXHIBIT "A"

(Legal Description)

That part of Lots 78 and 79 lying South of the South line of West Congress Parkway in School Trustees' Subdivision of the North part of Section 16, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 16-16-223-004-0000

3-c Pess: 5100 Of County Clarks Office Property Address: 5100 W. Harrison, Chicago, IL

1134310051 Page: 8 of 9

## UNOFFICIAL COPY

#### EXHIBIT "B"

#### (Permitted Exceptions)

- 1. Taxes for the year 2011 and subsequent years are a lien not yet due and payable.
- 2. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 3. Lease made by Board of Education of the City of Chicago to Union Building Corporation, a corporation of Michigan dated July 10, 1957 and recorded February 3, 1987 as Document No. 87066422, derrising the land for a term of years beginning August 1, 1957 and ending July 31, 2032, and all rights the rounder of, and all acts done or suffered thereunder by, said Lessee or by and party claiming by, through, or under said Lessee.

  AND

Sublease made by Unior, Bailding Corporation to SHOREBANK CORPORATION dated December 23, 1986 and recorded February 3, 1987 as Document No. 87066423, demising the land for a term of years beginning January 1, 1927 at a ending July 30, 2032, and all rights thereunder of, and all acts done or suffered thereunder by said Lessee or by any party claiming by, through, or under said Lessee.

Assignment of Lease dated February 15, 200? by and between City of Chicago (Assignor) and SHOREBANK CORPORATION (Assignee) and recorded February 20, 2001 as Document No. 0010132577, assigning all of the right, title and interest of the Assignor in the Lease, and releasing all of the right, title and interest of the Assignor in the Lease, and releasing Union Building Corp. from all obligations under the Lease.

- 4. Easement in favor of the Illinois Bell Telephone Company, Γ'le Commonwealth Edison Company and Group W Cable, and its/their respective successors and assigns, †σ install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the Grant recorded/filed as Document No. 89348612.
- 5. The following matters as shown on the plat of survey prepared by CEMCON, 1 td. dated May 5, 2011, Job No. 783.005:

Encroachment of the fence located mainly on our land over onto the land South and adjoining by about .5 feet to .6 feet;

Encroachment of the brick wall located mainly on the land over one the land South and adjoining by about .4 feet;

Unrecorded sanitary easement as disclosed by sanitary sewer.

1134310051 Page: 9 of 9

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Exempt under provisions of Paragraph "B"

Section 31 – 45, Real Estate Transfer Tax Act.

Property of Cook County Clark's Office

