

# UNOFFICIAL COPY



FAIR # 22300108

Doc#: 1219133064 Fee: \$76.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/09/2012 11:29 AM Pg: 1 of 6

Asset No. 8878400002

Recording requested by  
and when recorded return to:

Ken Johnson  
191 W. Irving  
Wood Dale, IL 60191

space above this line for Recorder's use only

## SPECIAL WARRANTY DEED

STATE OF IL §  
COUNTY OF COOK §

The undersigned, Ballard Potter, L.L.C., a  
\_\_\_\_\_, ("Grantor"), whose mailing  
address is 1601 Bryan Street, Dallas, Texas 75201, for and in consideration of ONE HUNDRED AND  
TWENTY-FIVE THOUSAND AND NO/100 DOLLARS  
(\$ 125,000 .00), the receipt and sufficiency of which are hereby acknowledged, has GRANTED,  
SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto The Chicago Mar  
Thoma Church ("Grantee"), whose address is  
240 Potter Road, Des Plaines, IL 60016, that  
certain real property situated in Cook County, Illinois, as described on  
Exhibit "A" attached hereto and made a part hereof for all purposes, together with any and all improvements  
thereto and all and 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 any and all exceptions, easements, rights-of-way, covenants, conditions,  
restrictions, reservations, encroachments, protrusions, shortages in area, boundary disputes and  
discrepancies, matters which could be discovered or would be revealed by, respectively, an inspection or  
current survey of the Property, encumbrances, access limitations, licenses, leases, prescriptive rights,  
rights of parties in possession, rights of tenants, co-tenants, or other co-owners, and any and all other  
matters or conditions affecting the Property, including, without limitation, any and all matters or  
conditions reflected on Exhibit "B" attached hereto and made a part hereof for all purposes, and whether  
known or unknown, recorded or unrecorded, as well as 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 change in usage or ownership, or both, of the Property; and  
any and all zoning, building, and other laws, regulations, and ordinances of municipal and other

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For use with "fdicformresalescontract\_SWd\_sub\_040411\_final.doc"  
04APR11MJH  
fdicswdK\_swd\_SUB\_040411.doc

Exempt deed or instrument  
eligible for recordation  
without payment of tax.

S. Brown 6/26/12  
City of Des Plaines

Pin# 09-15-102-015-0000

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governmental authorities affecting the Property (all of the foregoing being collectively referred to as the "Permitted Encumbrances"). Grantee, by its acceptance of delivery of this Special Warranty Deed, assumes and agrees to perform any and all obligations of Grantor under the Permitted Encumbrances.

FURTHER, GRANTEE, BY ITS ACCEPTANCE OF DELIVERY OF THIS SPECIAL WARRANTY DEED, ACKNOWLEDGES AND AGREES THAT (i) EXCEPT FOR THE SPECIAL (OR LIMITED) WARRANTY OF TITLE CONTAINED HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, 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, WITHOUT 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, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE DESCRIPTION, POSSESSION, HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR ANY PART THEREOF, (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 PORTION 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 PORTION 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,

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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, 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 and the Federal Deposit Insurance Corporation (the "FDIC") in any and all of its various 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 and the FDIC in any and all of its various capacities shall be a covenant running with the Property and shall be binding upon Grantee, its successors, and assigns.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging to Grantor, unto Grantee, its heirs, personal representatives, successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT SPECIALLY AND FOREVER DEFEND all and singular the Property unto Grantee, its heirs, personal 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 Encumbrances.

The fact that certain encumbrances, limitations, or other matters or conditions may be mentioned, disclaimed, or excepted in any way herein, whether 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.

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 04APR11MJH  
 fdicswdK\_swD\_SUB\_040411.doc

REAL ESTATE TRANSFER		07/02/2012
	COOK	\$0.00
	ILLINOIS:	\$0.00
	<b>TOTAL:</b>	<b>\$0.00</b>



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EXHIBIT "A" to Special Warranty Deed

[Legal Description of the Property]

LOT 5 (EXCEPT THE EAST 17.00 FEET THEREOF) IN TALLANT'S GREEN ACRES, A SUBDIVISION OF LOT 8 IN FREDRICH MEINHAUSEN DIVISION OF LANDS IN SECTIONS 15 AND 16, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

280 Potter Road  
Des Plaines, IL 60016

Pin# 09-15-102-015-0000

mail tax bill to:

The Chicago Mar Thoma Church  
280 Potter Rd  
Des Plaines IL 60016

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EXHIBIT "B" to Special Warranty Deed

[Specific Permitted Encumbrances]

Property of Cook County Clerk's Office