Prepared by, recording requested by and when recorded return to:

Christopher L. Lucas Apex Title, LLC 25 N.W. Riverside Drive Evansville, IN 47708 Asset No.: 10113000867



Doc#: 1225845047 Fee: \$52.25 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 09/14/2012 11:03 AM Pg: 1 of 7

SPECIA'L WARRANTY DEED

STATE OF ILLINGIS
COUNTY OF COOK

Space above this line for Recorder's use only.

RECITALS

WHEREAS, InBank, Oak Forest, Illinois (the "Institution"), successor in interest to Interstate Bank of Oak Forest, acquired the Property by that certain Trustee's Deed dated March 29, 1983 and recorded March 30, 1983 as Document No. 26552618 and by the certain Trustee's Deed dated March 29, 1983 and recorded March 30, 1983 as Document No. 26552619 of the records of Cook County, Illinois; and

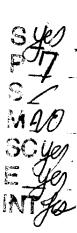
WHEREAS, the Institution was closed by the Illinois Department of Financial and Professional Regulation – Division of Banking on September 4, 2009 and the Federal Deposit Insurance Corporation (the "FDIC") was appointed as receiver for the Instituton (the "Receiver"); and

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 Two Hundred Forty Thousand and no/100 Dollars (\$240,000.00), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto James M. Brigham ("Grantee"), whose address is 15505 S. Ciccro Avenue, Oak Forest, Illinois 60452, 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,

REAL ESTATE TRANSFER		09/04/2012	
		соок	\$120.00
		ILLINOIS:	\$240.00
		TOTAL:	\$360.00

28-15-300-004-0000 | 20120601605098 | 4KUVA7



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 a 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 assers ments 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 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 or the institution under the Permitted Encumbrances.

FURTHER, GRANTEE, BY IS ACCEPTANCE OF DELIVERY OF THIS SPECIAL WARRANTY DEED, ACKNOWLE OCES AND AGREES THAT (i) EXCEPT FOR THE SPECIAL (OR LIMITED) WARRANTY OF TITLE CONTAINED HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SI ECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTUR 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, HABITAPULITY, 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, PURPOSE, OR EFFECT WHETHER EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, ARE HERLBY EXPRESSLY, UNCONDITIONALLY, AND IRREVOCABLY WAIVED, DISCLAIMED, AND EXCLUDED FROM THIS SPECIAL WARRANTY DEED, NOTWITHST ANDING 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, 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 Prope ty in any manner whatsoever. This covenant releasing Grantor, the Institution, and the FDIC in any and all of its various other 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 here by bind itself, its successors and assigns, to WARRANT SPECIALLY AND FOREVER LEFEND 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.

By its 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 whatever kind and character affecting the Property which are due, or which may become due, for the current tax 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.

IN WITNESS WHEREOF, , 2012.	this Special Warranty Deed is executed on <u>VIIII WAR</u>
FEDERAL DEFOSIT INSURANCES Receiver for It Penk, successor Interstate Bank of Cak Forest	CE CORPORATION, in interest to
By:	
Name: LINDA DER STATTORNEY II	Y-IRBY ————————————————————————————————————
Fitle: Attorney in Fact	7
	ACKNOWLEDGEMENT
STATE OF ILLINOIS	
COUNTY OF	_ §
This instrument was acknown the Chica Devas Rhs	Attorney in Fact of the Federal Esposit Insurance ank, successor in interest to Interstate B.u k of Oak Forest, on
Corporation, as Receiver for InBa behalf of said entity.	ink, successor in interest to Interstate Burk of Oak Porest, on
My Commission Expires:	Signature of Notary Public
My County of Residence:	VICKI L. ROBINSON Printed Name of Notary Public
Send Tax Bills to:	
James M. Brigham 15505 S. Cicero Avenue Oak Forest, IL 60452	SATORTONS
	> \ \(\text{OF HTV \(\text{OF} \)

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EXHIBIT "A" TO SPECIAL WARRANTY DEED

Lots 20 and 21 in Block 29 in A. S. McIntosh and Company's Cicero Avenue Subdivision in the West ½ of Section 15 and the East ½ of Section 16, Township 36 North, Range 13 East, of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 15507 South Cicero Avenue, Oak Forest, Illinois 60452

Tax I.D. No.: 28-15-300-004-0000 and 28-15-300-005-0000

EXHIBIT "B" TO SPECIAL WARRANTY DEED

- 1. Right or claims of parties in possession not shown by the public records.
- 2. Easements or claims of easements, not shown by the public records.
- Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the Real Estate pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
- 4. Taxes, or special assessments, if any, not shown as existing liens by the public records.
- Defects, liens, excumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 6. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
- 7. Second installment of general real estate tax is for the year 2011 payable 2012 and subsequent years.
- 8. Agreement No. 1568 made by and between City of Cak Forest, a municipal corporation and Interstate Bank of Oak Forest recorded September 6, 1991 as document 91461922 relating to Contract for Regulation of Parking of Motor Vehicles, Traffic Regulations and Enforcement of City Ordinances, and all Terms and Provisions contained the eight
- 9. Covenants and Restrictions contained in deed recorded May 4, 1934 as document 11394565 relating to the cost of buildings to be erected on the Real Estate. We delete any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
- 10. Easement in favor of the Commonwealth Edison Company, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Real Estate 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. 27188526 (Affects the North 8 feet of Lot 21).
- 11. Terms, Provisions and Conditions of the Traffic Regulation Agreement made by and between the City of Oak Forest and Interstate Bank recorded January 31, 2008 as Document 0803147040.

- 12. Easement in favor of the Commonwealth Edison Company, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Real Estate 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. 0829734012 (Affects the West. 10 feet of Lots 20 and 21 and other property.
- 13. Terms, conditions and provisions as contained in Parking and Access Easement Agreement by and between MB Financial Bank, N.A. and Federal Deposit Insurance Corporation, as Receiver for InBank recorded September 3, 2010 as document no. 1024633097.
- 14. Coverants, conditions, restrictions, setback lines, utility easements and any amendments thereto contained in the plat of the subdivision of the Real Estate. A violation of the covenants, conditions and restrictions will not result in forfeiture or reversion of title. We delete any coverant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
- 15. Easements for public utilities, sewage, drainage and incidental purposes appearing in the public records or apparent non an examination of the Real Estate.
- 16. Any lien or right to lien for services, labor, or materials heretofore or hereafter furnished for tenant improvements.
- 17. Unrecorded leases, if any, and rights of parties in possession under such unrecorded leases.
- 18. Drainage rights of the owners and of all parties interes ed in all lands drained by and through.
- 19. Subject to all rights of public or quasi-public utilities, if any.

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