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Doc#: 1226933046 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/25/2012 10:38 AM Pg: 1 of 8

This Document Prepared By:
John Vranicar
Senior Attorney
Federal Deposit Insurance Corporation
200 North Martingale Road, Suite 200
Schaumburg, Illinois 60173

After Recording Return To:
Palos Professional Plaza Partners
c/o Gregory J. Paetow
6419 Fox Lane
Palos Heights, IL 60463

Mail Tax Bills To:
Palos Professional Plaza Partners
c/o Gregory J. Paetow
6419 Fox Lane
Palos Heights, IL 60463

The Federal Deposit Insurance Corporation, acting in any capacity, is exempt from the Illinois Real Estate Transfer Tax, prescribed by 35 ILCS 200/31-10 per 12 U.S.C. §1825(b)(1) and §1823(d)(3)(A).

RECEIVER'S DEED

(Deed Without Covenant, Representation, or Warranty)

STATE OF ILLINOIS §
§
COUNTY OF COOK §

This Receiver's Deed is entered into as of September 20, 2012 between **FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for Palos Bank and Trust Company**, Palos Heights, Illinois (herein referred to as "Grantor"), whose address is 200 North Martingale Road, Schaumburg, Illinois 60173, and **PALOS PROFESSIONAL PLAZA PARTNERS**, Palos Heights, Illinois, an Illinois general partnership (herein referred to as "Grantee"), whose address and principal place of business is c/o Gregory J. Paetow, 6419 Fox Lane, Palos Heights, IL 60463. Palos Bank and Trust Company was placed in receivership on August 13, 2010 by the Illinois Department of Financial and Professional Regulation – Division of Banking

For and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, SELL and CONVEY to Grantee, **without covenant, representation, or warranty** of any kind or nature, express or implied, and any and all warranties that might arise by common law and any covenants or warranties created by statute, as the same may be hereafter amended or superseded, are excluded, all of Grantor's right, title and interest in and to that certain real property situated in Cook County, Illinois, being described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with all

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of Grantor's right, title and interest in any and all improvements and fixtures thereon and thereto (hereinafter collectively referred to as the "Subject Property"), 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, **subject however to** all liens, 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 Subject Property, encumbrances, impositions (monetary and otherwise), 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 Subject Property, as well as standby fees, real estate taxes, and assessments on the Subject Property for the current year and prior and subsequent years, and subsequent taxes and assessments for prior years due to change in land usage or ownership, and any and all zoning laws, regulations, and ordinances of municipal and other governmental authorities affecting the Subject Property (all of the foregoing being collectively referred to as the "Permitted Encumbrances"). Grantee, by its execution and acceptance of delivery of the Receiver's Deed, assumes and agrees to perform all of Grantor's obligations under the Permitted Encumbrances.

FURTHER, GRANTEE, BY ITS EXECUTION AND ACCEPTANCE OF DELIVERY OF THIS RECEIVER'S DEED, ACKNOWLEDGES AND AGREES THAT (i) 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 SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE SUBJECT PROPERTY, (C) THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE SUBJECT PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE OWNERSHIP, TITLE, POSSESSION, HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SUBJECT PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE SUBJECT PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE SUBJECT PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO, (H) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE SUBJECT PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE SUBJECT 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 SUBJECT PROPERTY, OF ANY HAZARDOUS MATERIALS; (ii) GRANTEE HAS FULLY INSPECTED THE SUBJECT PROPERTY AND THAT THE CONVEYANCE AND DELIVERY HEREUNDER OF THE SUBJECT PROPERTY IS "AS IS", "WHERE IS", AND "WITH ALL FAULTS", AND GRANTOR HAS NO OBLIGATION TO ALTER, REPAIR, OR IMPROVE THE SUBJECT PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO; AND (iii) NO WARRANTY HAS ARISEN THROUGH TRADE,

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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 RECEIVER'S 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 execution and acceptance of delivery of this Receiver's Deed, Grantee or anyone claiming by, through, or under Grantee, hereby fully releases Grantor, its employees, officers, directors, representatives, and agents from any and all claims, costs, losses, liabilities, damages, expenses, demands, actions, or causes of action that it 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 Subject Property in any manner whatsoever. This covenant releasing Grantor shall be a covenant running with the Subject Property and shall be binding upon Grantee, its successors and assigns.

TO HAVE AND TO HOLD the Subject Property together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, its successors and assigns forever, **without covenant, representation, or warranty whatsoever, subject 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, and whether in the body hereof or any exhibit hereto, 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.

Grantee hereby assumes the payment of all ad valorem taxes, standby fees, and general and special assessments of whatever kind and character affecting the Subject Property which are due, or which may become due, for any tax year or assessment period prior or subsequent to the effective date of this Receiver's Deed, including, without limitation, taxes or assessments becoming due by reason of a change in usage or ownership, or both, of the Subject Property.

[Signatures appear on next page.]

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IN WITNESS WHEREOF, this Receiver's Deed is executed by Grantor and Grantee on the dates set forth below their respective signatures hereinbelow, but to be effective for all purposes, however, as of the date first written above.

GRANTOR:

**FEDERAL DEPOSIT INSURANCE CORPORATION,
as Receiver for Palos Bank and Trust Company, Palos
Heights, Illinois**

By: _____

Name: Robert M. Stone
Title: Attorney in Fact

Date: _____, 2012

Property of Cook County Clerk's Office

ACKNOWLEDGMENT

STATE OF ILLINOIS



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COUNTY OF COOK

This instrument was acknowledged before me on the 31st day of May, 2012 by Robert M. Stone, Attorney in Fact of the FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for Palos Bank and Trust Company, Palos Heights, Illinois, on behalf of said entity.

Genepha Campbell
Notary Public, State of Illinois



REAL ESTATE TRANSFER	09/20/2012
 	COOK \$0.00
	ILLINOIS: \$0.00
	TOTAL: \$0.00

23-25-433-019-0000 | 20120901603062 | UFDYGA

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GRANTEE:

PALOS PROFESSIONAL PLAZA PARTNERS, AN Illinois general partnership, Palos Heights,, Illinois

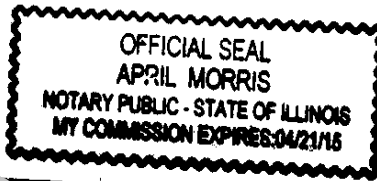
By: *Georgeann Iles*
Georgeann Iles, Managing Partner

Date: May 29, 2012

ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK



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This instrument was acknowledged before me on the 29 day of May, 2012, by Georgeann Iles of **PALOS PROFESSIONAL PLAZA PARTNERS**, Palos Heights, Illinois, on behalf of said entity.

April Morris
Notary Public, State of Illinois

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EXHIBIT "A"

Legal Description

LOT 2 IN PALOS BANK PLAZA RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1 AND 2 IN PALOS BANK PLAZA SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED September 19, 2012 AS DOCUMENT NO. 1226310077.

Property Identification Number: 23-25-433-019-0000

Commonly known as: 12628-12632 S. Harlem Ave., Palos Heights, Illinois **60463**

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GRANTOR/GRANTEE STATEMENT

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 a 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: May 29, 2012.

Signature of Grantor: **PALOS PROFESSIONAL PLAZA PARTNERS**, an Illinois general partnership

By: Georgeann Iles
Georgeann Iles, Managing Partner

Subscribed and sworn to before me
this 29 day of May, 2012.

Inga Sutkus
Notary Public



The Grantee, 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 a 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: _____, 2012.

Signature of Grantee: **FEDERAL DEPOSIT INSURANCE CORPORATION**, as Receiver for Palos Bank and Trust Company, Palos Heights, Illinois

By: _____
Name: Robert M. Stone
Title: Attorney In Fact

Subscribed and sworn to before me
this ___ day of _____, 2012.

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 ABL to be recorded in Cook County, Illinois, if exempt under the provisions of the Illinois Real Estate Transfer Tax Act.)

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GRANTOR/GRANTEE STATEMENT

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 a 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: _____, 2012.

Signature of Grantor: **PALOS PROFESSIONAL PLAZA PARTNERS**, an Illinois general partnership

By: _____
Georgeann Iles, Managing Partner

Subscribed and sworn to before me
this ____ day of _____, 2012.

Notary Public

The Grantee, 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 a 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: _____, 2012.

Signature of Grantee: **FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for Palos Bank and Trust Company, Palos Heights, Illinois**

By: _____
Name: Robert M. Stone
Title: Attorney In Fact

Subscribed and sworn to before me
this 31st day of May, 2012.

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 the provisions of the Illinois Real Estate Transfer Tax Act.)