UNOFFICIAL COPY

Doc#: 1301641040 Fee: \$46.00 Karen A. Yarbrough RHSP Fee: \$10.00 Cook County Recorder of Deeds
Date: 01/16/2013 10:47 AM Pg: 1 of 5

1 All

PR0002118

This space is for recording information only.

WARRANTY DEED (CORPORATION)

ELLIOTT BUILDERS, INC., Itlinois corporation, whose address is 12732 South Monitor Avenue, Palos Heights, IL 60463 (Grantor), in consideration of the payment of Ten and no/100ths Dollars (\$10.00), the execution of a Deed in Lieu of Foreclosure Agreement of even date herewith (the "Agreement") between Grantor and BSLB LLC, a Limited Liability Company, whose address is PO Box 16 Willow Springs, IL 60480 (Grantee), and the release of Grantor, to the extent and as provided in the Agreement, from personal liability for a money judgment or deficiency judgment under that ceruin first mortgage note (Note) executed on November 2, 2009, in the principal sum of ONE HUNDRED EIGHTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$187,500.00), that certain Mortgage securing said Note bearing date of August 16, 2011 and recorded on September 14, 2011, as Document No. 1125704010 in Cook County, Illinois, Records (Mortgage) and other "Security Documents" (as defined in Agreement), and for other good and valuable consideration in hard paid, the adequacy and sufficiency of which are hereby acknowledged, do hereby sell, grant and convey to Grantee the real property commonly known as 12149 S. Nagle and located in the City of Palos Heights, County of Cook, State of Illinois, and legally described on Exhibit "A" attached hereto, together with all improvements thereon and easements and appurtenances thereto, subject only to the lien of the Mortgage and other Security Documents (collectively, Grantee's Loun Documents), unpaid real estate taxes, easements, restrictions, and other matters of record, matters disclosed by a current survey of the real property and the improvements thereon, and the rights of the parties in possession.

This Warranty Deed is an absolute conveyance and grant of all Grantor's right, title, and interest in the above-described real property and improvements thereon and easements and appurtenances thereto and is not intended as a mortgage, trust conveyance, or security of any kind, Grantor having sold, granted, and conveyed the above-described real property and all improvements thereof and easements and appurtenances thereto to Grantee for a fair and adequate consideration.

Grantor further declares that (a) this conveyance is freely and fairly made, executed, and delivered pursuant to the terms of the Agreement and with the advise, or opportunity for advice, of legal counsel of Grantor's selection; (b) that there are no agreements, oral or written, other than this Warranty Deed and the Agreement (and all documents referred to therein and executed

S Y S Y S C Y S C INT



UNOFFICIAL COPY

in connection therewith) with respect to the above described real property and all improvements thereon easements and appurtenances thereto described above; and (c) that fair and adequate consideration has been given for Grantor's waiver of all redemption and cure rights permitted by law as more fully set forth in the Agreement.

Grantor and Grantee state that it is their express intention that the fee interest herein granted in the above-described real property and all improvements thereof and easements and appurtenances thereto conveyed pursuant to this Warranty Deed shall not merge with or extinguish the lien of Grantee's Loan Documents, or the interests of Grantee or its successors' or assigns' thereunder, but will be and remain at all times separate and distinct, and that the above-described real property conveyed and all improvements thereon and easements and appurtenances there conveyed pursuant hereto shall remain subject to Grantee's Loan Documents, and Grantee's Loan Documents shall remain in full force and effect now and hereafter until and unless the real property described above and all improvements thereof and easements and appurtenances thereto shall be sold at a foreclosure sale or the lien of Grantee's Loan Documents shall be discovered by Grantee through a recorded written instrument.

The execution and delivery of this Warranty Deed is and shall be construed as Grantee's release of Grantor from any personal litability to the extent and as provided in the Agreement; provided, however, that the acceptance by Grantee of this Warranty Deed shall not prejudice, limit, restrict, or affect Grantee's or its successors' and assigns' claims of priority under Grantee's Loan Document over any other liens, charges, claims, or encumbrances of any kind whatsoever, or the validity and enforceability of Grantee's Loan Documents except as set forth herein.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed as of the <u>21st</u> day of <u>November</u>, <u>2012</u>.

GRANTOR:

ELLIOTT BUILDERS, INC., an I'ninois corporation,

By: Larry Elliott, President

F:\SBC\ElliottBuilders\DeedInLieu\WarrantyDeed in Lieu of Foreclosure. 12149 S. Nagle

UNOFFICIAL COPY

STATE OF Illinois)) ss
COUNTY OF COOK	55

On this 21 day of November, 20/2, before me personally appeared Larry Elliott. S. President of ELLIOTT BUILDERS, INC., an Illinois corporation, to me known to be the person that executed the within Warranty Deed and acknowledged to me that he executed the same at his free act and deed:

Given under my rand and official seal, this 2/2 day of November, 2012.

Notary Public

My Commission Expires: 6/3/16

OFFICIAL SEAL
PATRICIA E FOSTER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRESSION 346

ILLINOIS TRANSFER STAMP EXEMPT UNDER PROVISIONS OF PARAGRAPH L, UNDER 35 ILCS 200/31-45 PROPERTY TAX CODE

Signed by Buyer, Seller or Representative

<u> 11-31-</u>12

Tax Statements for the real property in this instrument should be sent to:

BSLB, LLC P. O. Box 16 Willow Springs, IL 60480

This document was drafted by and is to be returned to:

Janice Driggers
BURKE & HANDELY
1430 Branding Avenue, Suite 175
Downers Grove, IL 60515

1301641040D Page: 4 of 5

UNOFFICIAL COPY

LEGAL DESCRIPTION EXHIBIT A

THE SOUTH 160 FEET OF THE EAST 126.04 FEET OF THE WEST 156.04 FEET OF LOT 2 IN PLEASANT VIEW, BEING A RESUBDIVISION OF LOT 1 (EXCEPT THE EAST 33 FEET THEREOF) AND LOTS 2, 3 AND 4 IN HENRY SLANGES SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/2 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO A TRACT OF LAND LYING IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30, IN COOK COUNTY, ILLINOIS.

PIN: 24-30-203-50×-0000

149 S. N.

COOK COUNTY CLOTH'S OFFICE Commonly known as: 12149 S. Nagle, Palos Heights, IL 60463

1301641040D Page: 5 of 5

UNOFFICIAL COPY

STATEMENT BY GRANTOR AND 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 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, Signature: Grantor or Agent
Subscribed and swori (t) before me by the
said Grantor
this 9th day of January
2013 SEAL"
Hail Rarson NOTARY PUBLIC. STATE OF ILLINOIS MY COMMISSION EXPIRES 8/2/2015
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 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,
Subscribed and sworn to before me by the

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 provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]

SGRTORE2

brantee