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(30) [64] [64]

Doc#: 1301641041 Fee: \$46.00 Karen A. Yarbiough RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 01/16/2013 10:48 AM Pg: 1 of 5

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This space is for recording information only.

#### WARRANTY DEED (INDIVIDUAL)

Larry Elliott and Julie Elliott, husband and wife, 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 Doed 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 Grantors, to the extent and as provided in the Agreement, from personal liability for a money judgment or deficiency judgment under that certain first morigage note (Note) executed on December 27, 2010, in the principal sum of ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$125,000.00), that certain Mortgage securing said Nove ovaring even date thereof and recorded on January 13, 2011, as Document No. 1101333019 ir. Cook County, Illinois, Records (Mortgage) and other "Security Documents" (as defined in Agreement), and for other good and valuable consideration in hand paid, the adequacy and sufficiency of which are hereby acknowledged, do hereby sell, grant, and convey to Grantee the real property commonly known as 12732 South Monitor Avenue 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 Loan Documents), 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 Grantors' 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, Grantors 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.

Grantors further declare that (a) this conveyance is freely and fairly made, executed, and delivered pursuant to the terms of the Agreement and with the advice, or opportunity for advice, of legal counsel of Grantors' 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 in connection therewith) with respect to the above described real property and all improvements

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thereon easements and appurtenances thereto described above; and (c) that fair and adequate consideration has been given for Grantors' waiver of all redemption and cure rights permitted by law as more fully set forth in the Agreement.

Grantors 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 thereon conveyed pursuant hereto shall remain subject to Grantee's Loan Documents, and 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 discharted 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 Grantors from any personal liability to the extent and as provided in the Agreement; provided, however, that the acceptance of Grantee of this Warranty Deed shall not prejudice, provided, however, that the acceptance of Grantee of this Warranty Deed shall not prejudice, provided, however, that the acceptance of Grantee of this Warranty Deed shall not prejudice, provided, however, or affect Grantee's or its secressors' 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, Grantors have executed this Warranty Deed as of the 2/2td day of November, 2012.

**GRANTORS:** 

Julie Elliott

arry Elliott

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STATE OF ILLINOIS ) ss COUNTY OF COOK
On this Alday of November, 2012, before me personally appeared Larry Elliott and Julie Elliott, to me known to be the persons that executed the within Warranty Deed and acknowledged to me that they executed the same as their free act and deed.  Given under my hand and official seal, this Alday of November, 20/2.  Additional Addi
My Commission Expires: 6/13/16  OFFICIAL SEAL PATRICIA E FOSTER NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:08/13/16
ILLINOIS TRANSFER STAMP EXEMPT UNDER PROVISIONS OF PARAGRAPH L, UNDER 35 ILCS 200/31-45 PROPERTY TAX CODE  Signed by Buyer, Seller or Representative //-21-/2
This document was drafted by and is to be returned to:
Janice Driggers  Janice Driggers  BURKE & HANDELY  1430 Branding Avenue, Suite 175  Downers Grove, IL 60515  Po Box 16  Willow Springs IL 60486

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### LEGAL DESCRIPTION EXHIBIT A

THE SOUTH 200 FEET (EXCEPT THE NORTH 95 FEET) OF LOT 46 IN ROBERT BARTLETT'S NAVAJO GARDENS, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 16, 1946 AS DOCUMENT 13796068, IN COOK COUNTY, ILLINOIS

PIN: 24-32-204 234-0000

2732 S. .

Coop County Clark's Office Commonly known vs: 12732 S. Monitor Avenue, Palos Heights, Illinois 60463

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Grantee or Agent

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#### 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, 13 Signature: Grantor or Agent
Subscribed and sworn to before me by the
said <u>Grantor</u>
this 41 day of January SEAL"
2013  OFFICIAL ASON
Hall Larson & NOTARY PUBLIC ST PIRES 8/2 INC.  Notary Public Emergence of the Public Strains of the Public Str
'C
The grantee or his agent affirms and verifies that the name of the grantee shown on the deed of assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation of foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, 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.

1-9 13 Signature:

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.]

Dated.

Subscribed and sworn to before me by the

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day of  $\$