# **UNOFFICIAL COPY**

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.: 88831000013



Doc#: 1305839030 Fee: \$50.00 Karen A. Yarbrough RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 02/27/2013 09:48 AM Pg: 1 of 7

Real Estate Transfer Tax

\$5

SPECIAL WARRANTY DEED

STATE OF ILLINO'S

COUNTY OF COOK

TOWN Real Estate Transfer Tax
OF S500
Real Estate Transfer Tax

Real Estate Transfer Tax

\$75

Space above this line for Recorder's use only.

The undersigned, REO, LLC, an Illinois limited liability company ("Grantor"), whose mailing address is 1601 Bryan Street, Dallas Texas 75201, for and in consideration of FIFTY-EIGHT THOUSAND AND NO/100 DOLLAR'S (358,000.00), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SCID and CONVEYED and by these presents does GRANT, SELL and CONVEY unto ELIZABETA CONTRERAS a married woman and DANNY HERNANDEZ an unmarried man (collectively referred to as "Grantee"), joint tenants with full rights of survivorship, and not as tenants in common, whose address is 1838 S. 51st Avenue, Cicero, Illinois 60804, that certain real property situated in Cook County, Illinois, as described on Exhibit "A" attached hereto and made a part hereof for a" purposes, together with any and all improvements thereto and all and singular the rights and appurte lances 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, prescriptive rights, rights of any tenants under any leases covering the Property or any portion thereof, 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 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.

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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 CRANTEE 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, OF 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 GRAY, OR 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 GRANTCR, 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, APL 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

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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 i eirs, 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 some against third parties.

By its acceptance of delivery of this Special Warrant, 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, this Special Warranty Deed is executed on 2013.

REO, LLC

By: To Pith

Name: GNEG FITTS

Title: MANAGER

 COOK
 \$0.00

 ILLINOIS:
 \$0.00

 TOTAL:
 \$0.00

16-20-306-035-0000 | 20130201601262 | U13SQR

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### EXHIBIT "A" to Special Warranty Deed

LOT 3 (EXCEPT THE SOUTH 30 FEET AND EXCEPT THE NORTH 66.5 FEET THEREOF) IN BLOCK 2 IN MANDEL AND HYMAN'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Common Address: 1624 S. 60th Ct., Cicero, IL 60804 1. 16-20-.

COOK COUNTY CLERK'S OFFICE

Tax I.D. No.: 16-20-306-035-0000

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### EXHIBIT "B" to Special Warranty Deed

[Specific Permitted Encumbrances]

From First American Title Insurance Company title commitment issued by Apex Title, LLC with an effective date of December 10, 2012 (revised December 19, 2012) ("Commitment").

- 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 land pursuant to the "Minmum 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. Any lien or right to heat, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 5. Taxes or special assessments if any, not shown as existing liens by the public records.
- Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of this Special Warranty Deed.
- 7. General real estate taxes for the year 2012 payabl 2013 and subsequent years.
- 8. Rights of the public, State of Illinois, the County, the Township and the Municipality in and to that part of the premises in question taken, used or dedicate 1 for roads and highways.
- 9. Conditions, restrictions, setback lines, utility easements and any anendments thereto contained in the plat of the subdivision of the Property.
- 10. Restrictions and protective covenants imposed with respect to the Property
- 11. Easement for public utilities, sewage, drainage and incidental purposes apparent from an examination of the Property.
- 12. Unrecorded leases, if any, and rights of parties in possession under such unrecorded leases.
- Subject to all existing sewer agreements and to any easements, either created or used, pursuant to said agreements.

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- 14. Subject to all charges for sewer services and connections levied or assessed by governmental authorities.
- 15. Subject to all rights of public or quasi-public utilities, if any.
- 16. Subject to compliance with Federal or State laws and regulations governing disclosure of radon gas or lead-based paint and/or lead-based hazards.

Property of Cook County Clerk's Office

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#### STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his assignment of beneficial interest in a land trust is either authorized to do business or acquire and hold title to reacquire and hold title to real estate in Illinois, or other acquire title to real estate under the laws of the State Dated	er a natural person, an Illinois co eal estate in Illinois, a partnersh entity recognized as a person a of Illinois.  Signature	orporation or foreign corporation hip authorized to do business or
Subscribed and sworn to before me by the said (1/2) this	name of the grantee shown on Illinois corporation or foreign cor etnership authorized to do busin	the deed or assignment of beneficial poration authorized to do business each 21. 2017
estate in Illinois, or other entity recognized as a person estate under the laws of the State of Illinois.  Dated	on and authorized to do busines Signature	or acquire and note the real
Subscribed and sworn to before me by the said CHA this day of day of Notary Public May (AN)	ARY , 201-3	EYNN E. CARR  GEAL Hasident of Vanderburgh County, IN  Carnission Expires: March 21, 2013

Note: Any person who knowingly submits a false statement concerning the identity of the 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 Section 4 of the Illinois Real Estate Transfer Tax Act.)