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This Instrument Prepared By: Kimberly Weissman, Esq. Law Offices of Kimberly J. Weissman, LLC 633 Skokie Blvd., Suite 400 Northbrook IL 60062

Affidavit Fee: \$2.00 Karen A.Yarbrough Cook County Recorder of Deeds Date: 09/18/2013 12:11 PM Pg: 1 of 6

RHSP Fee:\$9.00 RPRF Fee: \$1.00

1326150020 Fee: \$48.00

After Recording Return to:
Kimberly Weissman, Esq.
Law Offices of Kimberly J. Weissman, LLC
633 Skokie Blvd , Suite 400
Northbrook IL 00052

WARRANT' DEED

Mail taxes to: Golden Eagle Community Bank

THIS INDENTURE is made on the day of Adgust, 2013, by and between Hudson Development Corp. (hereinafter, "Grantor") and Golder Eagle Community Bank, hereinafter, "Grantee".

WITNESSETH, that said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to Grantor, in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to the Grantee, and grantee's successors and assigns, forever, the real estate situated in Cook County, Illinois, located at 3159-3161 (So.th Halsted, Unit C-101, and more fully described on the attached Rider.

This transaction is exempt from transfer tax under 35 ILCS 200/31-45 paragraph L.

Rimberly J. Weissman, Esq.

Only

On

SUBJECT TO: Conditions, restrictions, reservations, limitations and easements of record, if any, but any such interest that may have been terminated is not hereby reimposed; and subject to applicable zoning ordinances, taxes and assessments for the year 2013, and subsequent years. It is the intent of the parties that the fee granted herein shall not merge with the lien of the Mortgage executed May 7, 2008, for the ultimate benefit of Grantee.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

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IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by its authorized signatory as set forth below.

RANTOR: UDSON DEVELOPHENT CORP. TELOS IRACK (type or print name)
PRESIDENT
this

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STATEMENT BY GRANTOR

The Grantors or their agent affirm that, to the best of their knowledge, the name of the Grantee shown on the Deed or Assignment of Beneficial Interest in a land trust is 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 title to real estate under the laws of the State of Illinois.

Signature:

Orantor or Agent

Subscribed and sworn to before me

by the said

J. OHL

day of Amount 2013

Notary Public:

"OFFICIAL SEAL"
Diane M Sclafani
Notary Public, State of Illinois
My Commission Expires 5/16/2016

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633 Skokie Blvd., Suite 400
Northbrook IL 60062

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STATEMENT BY GRANTEE

The Grantee or its agent affirms that, to the best of his/her 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 Illinear, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Signature:

Grantee or Agent

Subscribed and sworn to before me

day of

y Commission Expires

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Law Offices of Kimberly J. Weissman, LLC
633 Skokie Blvd., Suite 400
Northbrook IL 60062

After Recording Return to: Kimberly J. Weissman, Esq. Law Offices of Kimberly J. Weissman, LLC 633 Skokie Blvd., Suite 400 Northbrook 1L 60062

ESTOPPEL AFFIDAVIT

Michelause lo Siracki, authorized signatory of Hudson Development Corp. (hereinafter, "Hudson"), after first being duly sworn, depose and says:

- 2. That prior to the above conveyance to GECB, Hudson was the fee owner of the above property. This property was encumbered by a Mortgage to GECB, dated May 7, 2008, and recorded on May 9, 2008, as Document No. 0813041044 in the official records of Cook County, Illinois. This Mortgage was executed in the original amount of \$344,000.00, for which sum Hudson is liable.
- That Hudson voluntarily, without any fraud, duress, or undue influence on the part of GECB, or its agents, attorneys, or employees, conveyed the above premise by Warranty Deed to GECB. The Deed was accepted by GECB subject to clear title and the terms of the Affidavit, and the Warranty Deed was executed for good and valuable consideration, including the payment to the affiant of Ten Dollars (\$10.00) by GECB, receipt of which is hereby acknowledged, and the assumption by GECB of all unpaid taxes, both regular and special, and the release of Hudson, as well as guarantor. Michelange of Siracki, from all personal liability for such mortgage note, taxes, interest, or any other charges whatsoever overing the property above described. Notwithstanding any language to the contrary contained in the Warran y Died, Hudson hereby acknowledges that the fee granted therein shall not merge with the lien of the Mortgage and that the property conveyed pursuant to the Deed shall remain subject to the Mortgage without further personal liability to the affiant and/or guarantor, Michelangelo Siracki.
- 4. That the Warranty Deed and conveyance from Hudson to GECB was executed as a voluntary act and that the Deed was accepted at the request of Hudson. The authorized representatives felt and still feel that, at the time of the execution of the Warranty Deed, the mortgage indebtedness and other charges above mentioned represented a fair value of the property so deeded. Your affiant, on behalf of Hudson, further swears that the considerations above mentioned are absolutely fair and adequate and that Hudson's indebtedness on the Mortgage above mentioned for principal and interest and the taxes which are now due on the above property is approximately the value, or greater than the value, of the property described.
- 5. The affiant, on behalf of Hudson, its successors and assigns, hereby declares that the Warranty Deed which affiant executed to GECB is to be construed at all times as conveying the full title and

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all interest in the above property and not as security for any debt or conditional sale. Further, there has not been, nor will be, any agreement between the Hudson and GECB for Hudson to re-purchase or lease the above property from the grantee in the above Warranty Deed.

- 6. That the possession of the property was surrendered to GECB at the time the Warranty Deed was delivered. The Deed was not given as a preference against any other creditors of Hudson. At the time the Deed was given, there was no other person or persons, firm, or corporation, other than GECB, interested either directly or indirectly in the property. That Hudson is not obligated upon any bond or other mortgage whereby any lien has been created or exists against the property described in the Deed. That Hudson, by its authorized signatory, in executing the Deed to the GECB was acting with the advice or opportunity for advice of counce and was not acting under any duress, undue influence, misapprehension, or misrepresentation by the GECB. It was the intention of Hudson, as grantor of the Warranty Deed, to convey and by said Deed, did convey to GECB, grantee in the Deed, all of its right, title, and interest absolutely, including its equity of redemption in and to the premises described in the Deed.
- 7. The affant, as authorized signatory of Hudson, further swears that Hudson has had its legal rights in this transaction explained to it, or has had the opportunity for explanation, and that is has full knowledge of the fact that they would have had a time period in which to redeem, had the Mortgage been foreclosed.

This Affidavit is made for the protection and benefit of the grantee in the Deed, GECB, its successors and assigns, and all other parties hereafter lealing with or who may acquire an interest in the property described, and shall bind the respective heirs, executors, administrators, successors, and assigns of the undersigned.