### **UNOFFICIAL**



Doc#: 1326856042 Fee: \$50.00

Affidavit Fee: \$2.00 Karen A.Yarbrough

Cook County Recorder of Deeds
Date: 09/25/2013 03:44 PM Pg: 1 of 7

Doc#: 1326150020 Fee: \$48.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Affidavit Fee: \$2.00 Karen A. Yarbrough

Cook County Recorder of Deeds Date: 09/18/2013 12:11 PM Pg: 1 of 6

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

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

#### WARRANTY DEED

Mail taxes to: Golden Eagle Community Bank

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

WITNESSETH, that said Grantor, for and in consideration (if the sum of Ten Dollars (\$10.00) and other good and valuable considerations to Grantor, in hand paid by Grantor, 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 North 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 1.

Kinberly J. Weissman, Esq.

The Date

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.

\* Perreamoung to attach Rider with legal Departion

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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.

|   | GRANTOR: HUDSON DEVELOPMENT CORP.  By:  |
|---|---|
| STATE OF ILLPYOIS COUNTY OF COOK        | MICHELO SIRACK hype or print name  Hember  SS.  SS.   |
| SUBSCRIBED and Corp., by its authority. | SWOPN to before me this   |
|   | "OFFICIAL SEAL" Diane M Sclafani Nrtary Public, State of Illinois My Commussion Expires 5/16/2016 |
|   |   |

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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 Corpor nion 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 recognize i as a person and authorized to do business or acquire title to real estate under the laws of the State of illinois.

Dated: August \_\_\_\_\_\_, 2013

Signature.

Grantor or Agent

Continue Office

Subscribed and sworn to before me

by the said day of August, 2013.

Notary Publica

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

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

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## **UNOFFICIAL COPY**

#### 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 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.

| and the second | Ux.     |
|----------------|---------|
| Dated: August  | , 2012. |

Signature:

Grantee or Agent

Subscribed and sworn to before me

by the said

this \_\_\_\_\_ day of August, 2013.

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

This Instrument Prepared By:
Kimberly Weissman, Esq.
Law Offices of Kimberly J. Weissman, LLC
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Northbrook IL 60062

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This Instrument Prepared By:
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633 Skokic 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 Northbreak IL 60062

#### ESTOPPEL AFFIDAVIT

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

- 1. That Hudson is the identical party who made, executed and delivered a Deed to Golden Eagle Community Bank("GECB"), dated the 21 day of August, 2013, conveying the property commonly known as 3159-3161 North Halsted, Unit C 101, Chicago, Illinois, and more fully described on the attached Rider.
- 2. That prior to the above convey nce 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 san Hudson is liable.
- 3. That Hudson voluntarily, without any fraud, duress, or undue influence on the part of GECB, or its agents, attorneys, or employees, conveyed the above premises by Varranty Deed to GECB. The Deed was accepted by GECB subject to clear title and the terms of this Affidavic, and the Warranty Deed was executed for good and valuable consideration, including the payment to the arrant of Ten Dollars (\$10.00) by GECB, receipt of which is hereby acknowledged, and the assumption by GECP of all unpaid taxes, both regular and special, and the release of Hudson, as well as guarantor, Michelangelo Siricki, from all personal liability for such mortgage note, taxes, interest, or any other charges whatsoever covering the property above described. Notwithstanding any language to the contrary contained in the Warranty Deed, Padson 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 feet 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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### **UNOFFICIAL COPY**

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.

- 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 counsel and was not acting under any duress, undue influence, misapprehension, or misrepresentation by the GECB, its agent or attorney or other representative of 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 affiant, 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 dealing with or who may acquire an interest in the property described, and shall bind the respective heirs, executo s, administrators, successors, and assigns of the undersigned.

|                                       | ·/)   |
|---------------------------------------|---|
|                                       | HUDSON DEVELOPMENT CORP.  |
|                                       |   |
|                                       | By:   |
|                                       | MICHEUNGELOSTACHE of print name)  |
| STATE OF ILLINOIS                     | PRESIDENT OF  |
| COUNTY OF COOK                        | ) ss. )   |
| 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | SWORN to before me this   |
| Corp., by its authority.              |   |
|                                       | Land the same of the same   |
|                                       | Notary Public, State of Illinois (print or type name)                             |
|                                       | "OFFICIAL SEAL"   |
|                                       | Diane M Sciafani Notary Public, State of Illinois My Commission Expires 5/18/2018 |

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#### RIDER

#### LEGAL DESCRIPTION

PARCEL 1: UNIT C-101 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE 3161 N. HALSTED CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0811622093, IN THE NORTHWEST ½ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NO. G-1, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO IN COOK COUNTY, ILLIPOS.

P.I.N.: 14-28-100-039-1001 f/k/a 14-28-100-002

Address: 3159-3161 N. Helsted, Unit C-101, Chicago, Illinois 60657

EXHIBIT C