

# UNOFFICIAL COPY

**AFTER RECORDING RETURN TO  
AND MAIL TAX BILLS TO:**

Northbrook Bank and Trust Company  
1100 Waukegan Road  
Northbrook, Illinois 60062  
Attention: Timothy McGrouary



**Doc#:** 1329529081 **Fee:** \$50.00  
RHSP Fee:\$9.00 RPRF Fee: \$1.00  
Affidavit Fee: \$2.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/22/2013 04:43 PM Pg: 1 of 7

**THIS DOCUMENT PREPARED BY:**

Schiff Hardin LLP  
233 S. Wacker Drive, Suite 6600  
Chicago, Illinois 60606  
Attention: David Sattelberger

(Space above this line for recording purposes)

**This deed conveys an interest of the Federal Deposit Insurance Corporation. The Federal Deposit Insurance Corporation, acting in any capacity, is exempt from the Illinois Real Estate Transfer Tax, prescribed by 35 ILCS 200/31-10 per 12 U.S.C. Section 1825(b)(1) and Section 1823(d)(3)(A).**

**RECEIVER'S DEED  
(Owned Real Property)**

**(Deed Without Covenant, Representation, or Warranty)**

STATE OF ILLINOIS           §  
  §  
COUNTY OF COOK           §

The **FEDERAL DEPOSIT INSURANCE CORPORATION**, as **Receiver for The Community Bank of Ravenswood, Chicago, Illinois** (herein referred to as "Grantor"), whose address is 1601 Bryan Street, Dallas, Texas 75201, the said Depository Institution having been placed in receivership on August 6, 2010, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration paid to Grantor by **Northbrook Bank and Trust Company** (herein referred to as "Grantee"), whose address is 1100 Waukegan Road, Northbrook, Illinois 60062, the receipt and sufficiency of which are hereby acknowledged, does by this Receiver's Deed (herein referred to as "Deed") hereby GRANT, SELL and CONVEY to Grantee, without covenant, representation, or warranty of any kind or nature, express or implied,

Receiver's Deed

City of Chicago  
Dept. of Finance  
**654572**



Real Estate  
Transfer  
Stamp

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and subject to all Encumbrances, as hereinafter defined, and to the limitations, matters, and conditions herein set forth, all of Grantor's right, title and interest, if any, in the real property situated in Cook County, Illinois described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with all of Grantor's right, title and interest in all improvements and fixtures located thereon and affixed thereto (hereinafter collectively referred to as the "Property").

**TO HAVE AND TO HOLD** the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors and assigns forever, without covenant, representation, or warranty whatsoever, and subject to all Encumbrances and to the limitations and conditions herein set forth.

**PROVIDED, HOWEVER,** the Property is conveyed without covenant, representation, or warranty of any kind or nature, express or implied, and subject to all encumbrances, exceptions, and any and all other matters or conditions affecting the Property (herein referred to individually and collectively as "Encumbrances"), including, without limitation: (a) real property ad valorem taxes, standby fees, general and special assessments, maintenance fees, other taxes, assessments and fees, and subsequent taxes and assessments for prior years due to change in land usage or ownership; (b) zoning and land use laws, regulations, and ordinances of municipal and other governmental authorities; (c) all existing, recorded, valid, and otherwise enforceable covenants, conditions, restrictions, mineral interests, reservations, liens, and other encumbrances and matters of record affecting the Property, of whatever kind, character, or nature; (d) all existing, valid, and otherwise enforceable easements, rights-of-way, access limitations, licenses, and leases, whether written or oral, recorded or unrecorded, express or implied; (e) prescriptive rights; (f) rights of parties in possession; (g) rights of tenants, co-tenants, or other co-owners; (h) shortages in area, boundary disputes and discrepancies, encroachments, and protrusions; (i) matters which could be discovered by an inspection of the Property; and (j) matters which would be revealed by a current survey of the Property. Grantee, by its execution and acceptance of delivery of this Deed, assumes and agrees to perform all of Grantor's obligations under the Encumbrances.

FURTHER, GRANTEE, BY ITS EXECUTION AND ACCEPTANCE OF DELIVERY OF THIS DEED, ACKNOWLEDGES AND AGREES THAT (i) 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) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY 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 OWNERSHIP, TITLE, POSSESSION, HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR

Receiver's Deed

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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, (H) 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, OF ANY HAZARDOUS MATERIALS; (ii) GRANTEE HAS FULLY INSPECTED THE PROPERTY AND THAT THE CONVEYANCE AND DELIVERY HEREUNDER OF THE PROPERTY IS "AS IS" AND "WITH ALL FAULTS", AND GRANTOR 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 GRANTOR, 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, ARE HEREBY EXPRESSLY, UNCONDITIONALLY, AND IRREVOCABLY WAIVED, DISCLAIMED, AND EXCLUDED FROM THIS 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.

The fact that Encumbrances, limitations, or matters or other conditions may be mentioned, disclaimed, or excepted in any way herein, whether specifically or generally, and whether in the body hereof or any exhibit hereto, shall not be a covenant, representation, or warranty of Grantor as to Encumbrances, limitations, or matters or other 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, matters, or other 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 same against third parties.

Grantee hereby assumes the payment of all ad valorem taxes, standby fees, general and special assessments, maintenance fees, and other taxes, assessments and fees, of whatever kind and character affecting the Property which are due, or which may become due, for any tax year or assessment period prior or subsequent to the effective date of this Deed, including, without limitation, taxes or assessments becoming due by reason of a change in usage or ownership, or both, of the Property.

Receiver's Deed

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This Deed is executed pursuant to that certain Purchase and Assumption Agreement between Grantor and Grantee dated as of August 6, 2010.

IN WITNESS WHEREOF, this Receiver's Deed is executed this 26<sup>th</sup> day of September, 2013, but to be effective for all purposes, however, as of August 6, 2010.

**GRANTOR:**

**FEDERAL DEPOSIT INSURANCE CORPORATION,  
as Receiver for The Community Bank of Ravenswood,  
Chicago, Illinois**

By: Richard D. Marshall

Name (print): Richard D. Marshall

Title: Attorney in Fact

ACKNOWLEDGMENT

STATE OF IL §

COUNTY OF Cook §

This instrument was acknowledged before me on the 26<sup>th</sup> day of September, 2013, by Richard D. Marshall, Attorney in Fact for the Federal Deposit Insurance Corporation, as Receiver for The Community Bank of Ravenswood, Chicago, Illinois, on behalf of said entity in the capacity stated.



Christina Q Kaiser  
Notary Public, State of Illinois

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**GRANTEE:**

Northbrook Bank and Trust Company

By: X *Timothy McGrouary*

Name (print): Timothy McGrouary

Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF Ill §

COUNTY OF Cook §

This instrument was acknowledged before me on the 26<sup>th</sup> day of September, 2013, by Timothy McGrouary of Northbrook Bank and Trust Company, Northbrook, Illinois, on behalf of said entity in the capacity stated.



*Christina Q. Kaiser*  
Notary Public, State of IL

Exempt from Illinois Real Estate Transfer Taxes under 35 ILCS 200/31-45(e), and from Cook County Real Estate Transfer Taxes under Sec. 6.E, and from Chicago Real Property Transfer Tax under 3-33-060(E)

**Send Subsequent Tax Bills To:**

Northbrook Bank and Trust Company  
1100 Waukegan Road  
Northbrook, Illinois 60062  
Attention: Timothy McGrouary

X *Timothy McGrouary*  
Agent

Dated: September 26<sup>th</sup>, 2013

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## EXHIBIT "A"

LOTS 15, 16, 17, 18, 19, 20, 21 AND 22 IN THE SUBDIVISION BY FRANK SCHAEGLER OF THE SOUTH 4 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 2300-2318 West Lawrence Avenue, Chicago, Illinois 60625

Property Index Numbers:    14-07-319-032-0000  
   14-07-319-033-0000  
   14-07-319-034-0000  
   14-07-319-035-0000  
   14-07-319-037-0000  
   14-07-319-038-0000

Property of Cook County Clerk's Office

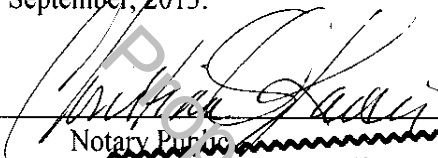
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## STATEMENT BY GRANTOR / GRANTEE

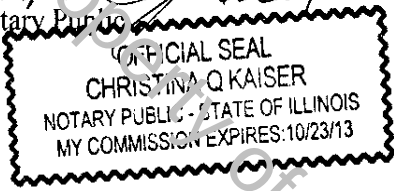
The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate 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 title to real estate under the laws of the State of Illinois.

Subscribed and sworn before me this 26<sup>th</sup> day of September, 2013.

FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for The Community Bank of Ravenswood, Chicago, Illinois

  
\_\_\_\_\_  
Notary Public

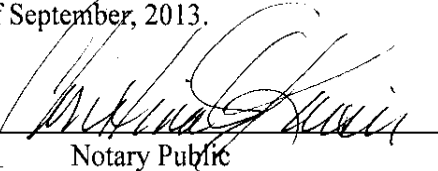
By: Richard D. Marshall



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 under the laws of the State of 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.

Subscribed and sworn before me this 26<sup>th</sup> day of September, 2013.

NORTHBROOK BANK AND TRUST COMPANY

  
\_\_\_\_\_  
Notary Public

By: 



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 45 OF THE ILLINOIS REAL ESTATE TRANSFER TAX ACT.]