

UNOFFICIAL COPY

This Instrument Prepared By
And After Recording Return To:
Polsinelli PC
161 North Clark Street, Suite 4200
Chicago, Illinois 60601
Attention: Kimberly K. Enders, Esq.



Doc#: 1415329015 Fee: \$50.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Affidavit Fee: \$2.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/02/2014 03:47 PM Pg: 1 of 7

Property of Cook County

(The Above Space for Recorder's Use Only)

DEED
(IN LIEU OF FORECLOSURE)
1460 PREMISES

Renaissance Northwest Highway LLC, an Illinois limited liability company (herein called the "**Grantor**"), in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor, by Grantee (herein below named), the receipt and sufficiency of which are hereby acknowledged and confessed, hereby conveys and quitclaims to TCF National Bank, a national banking association (hereinafter referred to as "**Grantee**"), whose address for the purpose of this Deed (the "**Deed**") is 800 Burr Ridge Parkway, Burr Ridge, Illinois 60527, Attn: Robert Henry, all of (i) the real property (the "**Land**") located in Cook County, Illinois and more particularly described in **Exhibit A**, attached hereto and made a part hereof for all purposes; together with (ii) all and singular, the benefits, privileges, easements, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto, and any and all right, title and interest of Grantor in and to adjacent roads, and rights-of-way (herein called the "**Rights and Appurtenances**"); and together with (iii) all buildings, fixtures and other improvements located on the Land (herein called the "**Improvements**") (the Land, Rights and Appurtenances, and Improvements being hereinafter referred to as the "**Property**").

TO HAVE AND TO HOLD the Property, together with all and singular any other rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns FOREVER.

UNOFFICIAL COPY

BUT IT IS HEREBY EXPRESSLY ACKNOWLEDGED AND AGREED that:

A. This Deed, and the conveyances being made hereby, are being executed, delivered and accepted in lieu of foreclosure, and that the same shall be interpreted and construed as an absolute conveyance to Grantee of all right, title and interest in the Property.

All of the liens and security interests (collectively, the "Liens") that evidence or secure the payment of those certain Promissory Notes dated July 26, 2010, executed by Grantor, in the principal amounts of \$8,752,340.33 ("1550 Note"), \$3,029,143.38 ("1480 Note"), \$3,038,758.14 ("1460 Note") and \$2,577,000 ("2010 Construction Loan Note") (collectively, the "Notes") now held by Grantee, are NOT RELEASED and NOT RELINQUISHED in any manner or respect whatsoever, which Liens shall remain valid and continuous and in full force and effect, unless and until released by written instrument (the "Lender Release") executed by the Grantee, or its successors and assigns, and recorded in the Real Property Records of Cook County, Illinois, which Lender Release may be made as, if and when Grantee, or its successors and assigns, shall determine in the exercise of its sole discretion.

There shall not in any event be a merger of any of the Liens with the title or other interest of Grantee by virtue of this conveyance and the parties expressly provide that each such interest in the Liens on one hand and title on the other shall be, and remain at all times SEPARATE and DISTINCT.

The title of Grantee in the Property under this Deed will not merge with the security interests of Grantee in the Property under the Liens and that for purposes of priority as between: (i) intervening or inferior liens, claims, or encumbrances on or against the Property, and (ii) the Liens, any and all rights of Grantee to exercise its remedies of judicial foreclosure of any of the Liens or any other remedies are expressly preserved hereby and for purposes of limitations and any other applicable time-bar defenses, the same are expressly extended as evidenced by this instrument.

The priority of the Liens is intended to be and shall remain in full force and effect and nothing herein or in any instruments executed in connection herewith shall be construed to subordinate the priority of the Liens to any other liens or encumbrances whatsoever.

Grantee's acceptance of title to the Property will not create any liability on Grantee's part to third parties that have claims of any kind against Grantor, in connection with the Property or otherwise. Grantee will not assume or agree to discharge any liabilities pertaining to the Property. This Deed does not confer any third party benefits on persons not a signatory to the Deed.

Nothing in this Deed shall increase, limit, modify or alter the liability of Grantor with respect to the Liens referenced in Section B above.

In no case shall any party dealing with Grantee in relation to said Property, or to whom said Property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by Grantee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said Property, or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of Grantee, or be

UNOFFICIAL COPY

obliged or privileged to inquire into any of the terms of said trust agreement, and every deed, trust deed, mortgage, lease or other instrument was executed by Grantee in relation to said Real Estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that Grantee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary under the trust and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said Property, and such interest is hereby declared to be personal property, and no such beneficiary shall have any title or interest, legal or equitable, in or to said Real Estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

This Deed is exempt from transfer taxes under the provisions of Paragraph (1), Section 31-45, Real Estate Transfer Tax Law.

UNOFFICIAL COPY

EXECUTED this 18th day of December, 2013.

**RENAISSANCE NORTHWEST HIGHWAY
LLC**, an Illinois limited liability company

By: ARDMIN PROPERTIES REAL ESTATE
INVESTMENT GROUP, INC., an Illinois
corporation

Its: Manager
By: [Signature] **AS PRESIDENT**
Name: Joseph H. Ardovitch
Title: President

Property of Cook County Clerk's Office

STATE OF ILLINOIS)

) S.S.

COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph H. Ardovitch, the President of Ardmin Properties Real Estate Investment Group, Inc., an Illinois corporation, manager of RENAISSANCE NORTHWEST HIGHWAY LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, in its capacity as the Manager for and on behalf of and as the free and voluntary act of RENAISSANCE NORTHWEST HIGHWAY LLC, an Illinois limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18 day of Dec, 2013

[Signature]
Notary Public

OFFICIAL SEAL
GREGORY S. GANN
Notary Public - State of Illinois
My Commission Expires Sep 01, 2015

My Commission Expires:

September 1, 2015



CITY OF PARK RIDGE
REAL ESTATE
TRANSFER STAMP

NO. 34518

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION OF 1460 PREMISES

PARCEL 1:

LOT 2 IN RENAISSANCE II, A RESUBDIVISION OF LOT 2 IN WILLIAMSBURG OFFICE COMPLEX, A SUBDIVISION BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, BOTH IN TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF PARK RIDGE, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED ON MARCH 17, 1976 AS DOCUMENT NUMBER 23419684, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL RIGHT, TITLE AND INTEREST IN AND TO THOSE CERTAIN NON-EXCLUSIVE INGRESS; EGRESS, PARKING AND SURFACE AND SUB-SURFACE DRAINAGE EASEMENTS CREATED PURSUANT TO DECLARATION AND GRANT OF EASEMENTS FILED FOR RECORD ON MARCH 31, 1986 AS DOCUMENT 86121687 OVER AND ACROSS THE PROPERTY DESCRIBED THEREIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1 IN WILLIAMSBURG OFFICE COMPLEX, A SUBDIVISION BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, BOTH IN TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF PARK RIDGE, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 12, 1975 AS DOCUMENT 23185011, IN COOK COUNTY, ILLINOIS.

LOTS 1, 4 AND 5 IN RENAISSANCE II, A RESUBDIVISION OF LOT 2 IN WILLIAMSBURG OFFICE COMPLEX, A SUBDIVISION BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22; IN TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LOCATED ON THE CITY OF PARK RIDGE, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED ON MARCH 17, 1976 AS DOCUMENT NUMBER 23419684, IN COOK COUNTY, ILLINOIS.

LOT 1 IN WILLIAM L. KUNKLE AND COMPANY'S RESUBDIVISION OF CERTAIN LOTS AND PARTS OF LOTS IN BLOCK 3, AND ALL OF THE VACATED ALLEY IN SAID BLOCK; TOGETHER WITH PART OF THE SOUTH 1/2 OF VACATED ASHLAND AVENUE, AND PART OF VACATED FARRELL AVENUE, ALL BEING IN FARRELL PARK, BEING A SUBDIVISION OF LOT 8 IN GARLAND ESTATES DIVISION OF LANDS IN SECTION 16 AND SECTION 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

PARCEL 3:

ALL RIGHT, TITLE AND INTEREST IN AND TO THOSE CERTAIN NON-EXCLUSIVE INGRESS, EGRESS, PARKING, UTILITY, SANITARY AND STORM SEWER EASEMENTS CREATED PURSUANT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FILED ON JANUARY 4, 1980 AS DOCUMENT NUMBER 25306315 OVER AND ACROSS THE PROPERTY DESCRIBED THEREIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1, 3, 4 AND 5 IN RENAISSANCE II, A RESUBDIVISION OF LOT 2 IN WILLIAMSBURG OFFICE COMPLEX, A SUBDIVISION BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, BOTH IN TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF PARK RIDGE, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED ON MARCH 17, 1976 AS DOCUMENT NUMBER 23419684, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS OF REAL ESTATE:

1460 Renaissance Drive
Park Ridge, Illinois 60068

PERMANENT TAX IDENTIFICATION NUMBERS:

09-21-206-017
09-21-206-018

UNOFFICIAL COPY

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.

Dated February 27, 2014 Signature: Kimberly K. Gunders
Grantor or Agent

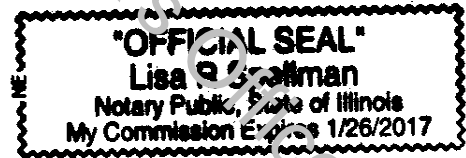
Subscribed and sworn to before me
by the said Kimberly K. Gunders
this 27 day of February,
2014.
Notary Public Lisa R. Spellman



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 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 February 27, 2014 Signature: Kimberly K. Gunders
Grantee or Agent

Subscribed and sworn to before me
by the said Kimberly K. Gunders
this 27th day of February,
2014.
Notary Public Lisa R. Spellman



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 the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)