

# UNOFFICIAL COPY

FIRST AMERICAN TITLE  
ORDER# 2292230



Doc#: 1421026053 Fee: \$54.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/29/2014 11:09 AM Pg: 1 of 9

**This document prepared by:**

Troutman Sanders LLP  
600 Peachtree Street Suite 5200  
Atlanta, Georgia 30308  
Attn: John E. Buehner, Esq.

After recording return to: *frank hills to*

Selene Finance LP  
9990 Richmond Avenue  
Suite 100  
Houston, TX 77042  
Attn: Danny Smith

## SPECIAL WARRANTY DEED

**THIS SPECIAL WARRANTY DEED**, made this 14th day of January, 2010, and delivered and effective as of that same day, between **TAYLOR, BEAN & WHITAKER MORTGAGE CORP.**, a Florida corporation, Debtor in Possession pursuant to Chap. 11 Bankruptcy Case No. 3:09-bk-07047-JAF in the United States Bankruptcy Court, Middle District of Florida, Jacksonville Division, having an office at 315 N.E. 14th St., Ocala, FL 34470 ("**Grantor**"), and **SELENE RMOF REO ACQUISITION II LLC**, a Delaware limited liability company, having an office at 650 Madison Avenue, 19th Floor, New York, NY 10022 ("**Grantee**").

**WITNESSETH** that Grantor, in consideration of the sum of **Ten Dollars (\$10.00)** and other good and valuable consideration paid, the receipt of which are hereby acknowledged, does **SELL AND CONVEY** unto Grantee, its successors and assigns:

**ALL THAT CERTAIN** tract, parcel or piece of land situate in the County of **COOK**, State of Illinois, more fully described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Property**").

**SUBJECT TO** those permitted encumbrances shown on **Exhibit "B"** attached hereto and incorporated herein by this reference.

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*[Handwritten initials]*

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Property of Cook County Clerk's Office

REAL ESTATE TRANSFER TAX		14-Jul-2014
	CHICAGO:	288.75
	CTA:	115.50
	TOTAL:	404.25
13-34-220-039-0000   20140701611815		1-755-275-392

REAL ESTATE TRANSFER TAX		14-Jul-2014
	COUNTY:	19.25
	ILLINOIS:	38.50
	TOTAL:	57.75
13-34-220-039-0000   20140701611815		0-891-576-448

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**TO HAVE AND TO HOLD** the Property aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto Grantee, its successors and assigns forever; Grantor hereby covenants that the said Property are free and clear from any encumbrance made or suffered by Grantor other than those permitted encumbrances described on **Exhibit "B"**; and that it will **WARRANT** and forever **DEFEND** the right and title to the Property unto Grantee against the lawful claims of all persons owning, holding or claiming by, through, or under Grantor, but not otherwise.

By accepting this deed, Grantee expressly acknowledges and agrees that, except for the limited warranties of title set forth in this deed, neither Grantor nor any of its parent, officers, directors, employees, agents, representatives or attorneys (together with Grantor, the "Grantor Parties") has made any guaranties, promises, statements, assurances, representations or warranties, express or implied, to Grantee including, without limitation, any pertaining to the status of title to the Property, the suitability of the Property for any purpose, the profitability of owning or operating the Property, the physical or environmental condition thereof, the suitability, habitability or merchantability or fitness of the Property for Grantee's intended use or for any use whatsoever, the rental income or expenses thereof, the net or gross acreage contained therein, the zoning thereof, the existence or satisfaction of any local, state or federal approvals or permits for the development or use thereof, the availability or existence of water, sewer or other utilities, the existence or nonexistence of any hazardous substances or materials in, on or under the Property, or as to any other past, present or future matter whatsoever. Grantee has made such independent investigations and engaged in such other due diligence as it deems to be warranted into the physical condition, title, nature, validity, enforceability, collectability and value of the Property, and all other facts Grantee deems material for its purchase of the Property, and Grantee is entering into this transaction solely on the basis of that investigation and Grantee's own judgment. Grantee acknowledges that it has not relied, and is not relying, upon any information, document, sales brochures or other literature, maps, sketches, drawings, plans, projection, pro forma, statement, representation, guarantee or warranty (whether express or implied, oral or written, material or immaterial) that may have been given by or made by or on behalf of Grantor or any of the Grantor Parties.

**GRANTEE ACKNOWLEDGES AND AGREES THAT IT HAS SATISFIED ITSELF REGARDING THE CONDITION OF THE PROPERTY, AND THAT THE PROPERTY IS BEING ACQUIRED "AS IS AND WITH ALL FAULTS." BY ACCEPTANCE OF THIS DEED, GRANTEE HEREBY ASSUMES THE RESPONSIBILITY AND RISK OF ALL DEFECTS TO AND CONDITIONS OF THE PROPERTY, INCLUDING ANY SUCH DEFECTS AND CONDITIONS THAT CANNOT BE OBSERVED BY CASUAL INSPECTION. GRANTEE HEREBY RELEASES THE GRANTOR PARTIES FROM ANY AND ALL AMOUNTS, ACTIONS, DEMANDS, CLAIMS, COSTS, EXPENSES, DAMAGES AND LIABILITIES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS) (COLLECTIVELY, THE "RELEASED LIABILITIES") RELATING TO OR ARISING FROM THE CONDITION OR STATUS OF, OR ANY OTHER MATTER IN ANY WAY PERTAINING TO, THE PROPERTY, WHETHER SUCH RELEASED LIABILITIES ARE KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, PATENT OR LATENT.**

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This deed is given pursuant to one or more orders issued pursuant to Section 363 of the Bankruptcy Code in United States Bankruptcy Court, Middle District of Florida, Jacksonville Division, in Case No. 3:09-bk-07047-JAF.

[Signatures appear on following page.]

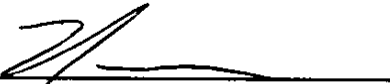
**COOK COUNTY**  
**RECORDER OF DEEDS**  
**SCANNED BY \_\_\_\_\_**

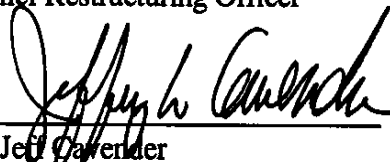
Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Grantor has set its hand unto this Special Warranty Deed the day and year written below.

**TAYLOR, BEAN & WHITAKER MORTGAGE CORP.**, a Florida corporation

By:   
Neil Luria  
Chief Restructuring Officer

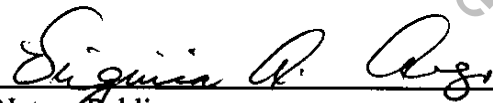
Attest:   
Jeff Cavender  
Assistant Secretary

[CORPORATE SEAL]

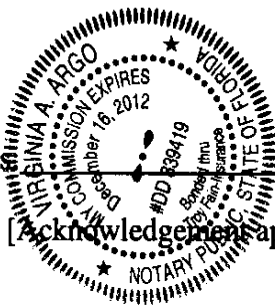
STATE OF FLORIDA     )  
  ) SS.  
COUNTY OF MARION    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Neil Luria, personally known to me to be the Chief Restructuring Officer of Taylor, Bean & Whitaker Mortgage Corp., a Florida corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Chief Restructuring Officer, she/he signed and delivered said instrument as Chief Restructuring Officer of said corporation, pursuant to authority given by the Board of Directors of said corporation as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14th day of January, 2010.

  
Notary Public

My Commission Expires



[Acknowledgement appears on following page.]

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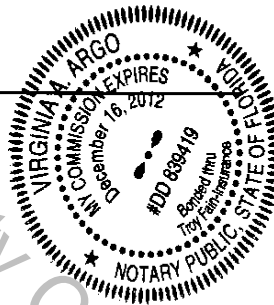
STATE OF FLORIDA     )  
  ) SS.  
COUNTY OF MARION    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jeff Cavender, personally known to me to be the Assistant Secretary of Taylor, Bean & Whitaker Mortgage Corp., a Florida corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Assistant Secretary, he signed and delivered said instrument as Assistant Secretary of said corporation, pursuant to authority given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14th day of January, 2010.

*Virginia A. Argo*  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



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## EXHIBIT A

### LEGAL DESCRIPTION

LOT 28 AND THE SOUTH 1/2 OF LOT 29 IN BLOCK 2 IN HARTLEY'S ADDITION TO PENNOCK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-34-220-039-0000

2108 N Keeler Ave  
Chicago IL 60639

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## EXHIBIT B

### PERMITTED EXCEPTIONS

The conveyance and foregoing warranty of title are expressly subject to (i) any liens, conditions, restrictions, reservations and easements affecting the Property that are contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title that may have not expired by a time limitation contained therein or otherwise become ineffective, (ii) any taxes or assessments to be paid by Grantor or Grantee that are to be prorated for the year of closing as set forth herein or that are not yet due and payable, (iii) any standard printed exceptions in title insurance commitments, (iv) rights of all tenants or persons in possession of the Property, (v) any unrecorded claims for liabilities and/or encumbrances for labor and material furnished for improvements on the Property, (vi) all building and zoning ordinances, regulations and conditions, and (vii) all matters that would be revealed by a current and accurate survey of the Property.



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## AFFIDAVIT – PLAT ACT

RECORDER OF COOK COUNTY

STATE OF TEXAS )  
COUNTY OF HARRIS ) <sup>SS</sup>

resides at \_\_\_\_\_, being duly sworn on oath, states that he/she  
ILCS 205/1 for one of the following reasons: that the attached deed is not in violation of 765

1. The sale or exchange is of an entire tract of land not being a part of a larger tract of land
2. The division or subdivision of the land is into parcels or tracts of five acres or more of size, which does not involve any new streets, or easements of access.
3. The division is of lots or blocks of less than one acre in any recorded subdivision, which does not involve any new streets or easements of access.
4. The sale or exchange of land is between owners of adjoining and contiguous land.
5. The conveyance is of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
6. The conveyance is of land owned by a railroad or other public utility, which does not involve any new streets or easements of access.
7. The conveyance is of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
8. The conveyance is made to correct descriptions in prior conveyances.
9. The sale or exchange is of parcels or tracts of land following the division in to no more than two parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access.
10. The sale is of a single lot of less than five acres from a larger tract, the dimensions and configurations of said larger tract having been determined by the dimensions and configurations of said larger tract on October 1, 1973, and no sale prior to this sale, or any lot or lots from said larger tract having taken place since October 1, 1973, and a survey of said single lot having been made by a registered land surveyor.

**CIRCLE THE NUMBER OF ALL APPLICABLE STATEMENTS ABOVE.**

Affiant further states that he/she makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording, and that all local requirements applicable to the subdivision of land are met by the attached deed and the tract described therein.

\_\_\_\_\_

SUBSCRIBED AND SWORN to before me this 12<sup>th</sup> day of May, 2010.

Janelle DJS  
Notary Public  
My commission expires: 4-21-13

