

# UNOFFICIAL COPY

Asset No. 1050500017



Prepared by and  
Recording requested by  
and when recorded return to:  
Sarah B. Fandrey  
25 NW Riverside Drive  
Second Floor  
Evansville, IN 47708-1210

Doc#: 1435716052 Fee: \$52.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Affidavit Fee: \$2.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/23/2014 12:55 PM Pg: 1 of 8

\_\_\_\_\_ space above this line for Recorder's use only

## SPECIAL WARRANTY DEED

STATE OF Illinois §  
§  
COUNTY OF Cook §

### RECITALS

Federal Deposit Insurance Corporation,  
WHEREAS, as Receiver for GreenChoice Bank, FSB, Chicago, Illinois  
(the "Institution"), acquired the Property by that certain Trustee's Deed dated  
10/23/2014, and recorded in as Document No. 1435213062 the records of  
Cook County, Illinois, on 12/18/2014; and

WHEREAS, as a matter of federal law, 12 U.S.C. § 1821(d)(2)(A)(i), the Receiver succeeded to all of the right, title, and interest of the Institution in and to, among other things, the Property.

NOW, THEREFORE, the Receiver (hereinafter, "Grantor"), whose address is 1601 Pavan Street, Dallas, Texas 75201, for and in consideration of ONE HUNDRED THOUSAND  
AND NO/100 DOLLARS (\$ 100,000 .00), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto ESEQUIEL LINARES

2025 S. Western Avenue, Chicago, Illinois 60608 ("Grantee"), whose address is  
property situated in Cook County, Illinois, as described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with any and all improvements thereto and all and singular the rights and appurtenances pertaining thereto, including, but not limited to, any right,

Special Warranty Deed (Cash) - Page 1  
For use with "fdieformresalescontract SWD record 040411 final.doc"

REAL ESTATE TRANSFER TAX		23-Dec-2014
	COUNTY:	0.00
	ILLINOIS:	0.00
	TOTAL:	0.00

16-26-218-020-0000 | 20141201650584 | 0-056-453-760

REAL ESTATE TRANSFER TAX		23-Dec-2014
	CHICAGO:	750.00
	CTA:	0.00
	TOTAL:	750.00

16-26-218-020-0000 | 20141201650584 | 1-760-643-712

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title and interest of Grantor in and to adjacent streets, alleys or rights-of-way (collectively, the "Property"), subject however to any and all exceptions, easements, rights-of-way, covenants, conditions, restrictions, reservations, encroachments, protrusions, shortages in area, boundary disputes and discrepancies, matters which could be discovered or would be revealed by, respectively, an inspection or current survey of the Property, encumbrances, access limitations, licenses, leases, prescriptive rights, rights of parties in possession, rights of tenants, co-tenants, or other co-owners, and any and all other matters or conditions affecting the Property, including, without limitation, any and all matters or conditions reflected on Exhibit "B" attached hereto and made a part hereof for all purposes, and whether known or unknown, recorded or unrecorded, as well as standby fees, real estate taxes, and assessments on or against the Property for the current year and subsequent years and subsequent taxes and assessments for prior years becoming due by reason of a change in usage or ownership, or both, of the Property; and any and all zoning, building, and other laws, regulations, and ordinances of municipal and other governmental authorities affecting the Property (all of the foregoing being collectively referred to as the "Permitted Encumbrances"). Grantee, by its acceptance of delivery of this Special Warranty Deed, assumes and agrees to perform any and all obligations of Grantor or the Institution under the Permitted Encumbrances.

FURTHER, GRANTEE, BY ITS ACCEPTANCE OF DELIVERY OF THIS SPECIAL WARRANTY DEED, ACKNOWLEDGES AND AGREES THAT (I) EXCEPT FOR THE SPECIAL (OR LIMITED) WARRANTY OF TITLE CONTAINED HEREIN, 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) ANY INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT OR HOPE TO 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 DESCRIPTION, POSSESSION, HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR ANY PART THEREOF, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR 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,

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WITHOUT LIMITATION, THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY OR ANY PART THEREOF, OF ANY HAZARDOUS MATERIALS; (ii) GRANTEE HAS FULLY INSPECTED THE PROPERTY AND THAT THE CONVEYANCE 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 SPECIAL WARRANTY 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.

Further, by its acceptance of delivery of this Special Warranty Deed, Grantee or anyone claiming by, through, or under Grantee, hereby fully releases Grantor, the Institution, and the FDIC in any and all of its various other capacities, and their respective employees, officers, directors, representatives, and agents from any and all claims, costs, losses, liabilities, damages, expenses, demands, actions, or causes of action that it or they may now have or hereafter acquire, whether direct or indirect, known or unknown, suspected or unsuspected, liquidated or contingent, arising from or related to the Property in any manner whatsoever. This covenant releasing Grantor, the Institution, and the FDIC in any and all of its various other capacities shall be a covenant running with the Property and shall be binding upon Grantee, its successors, and assigns.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging to Grantor, unto Grantee, its heirs, personal representatives, successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT SPECIALLY AND FOREVER DEFEND all and singular the Property unto Grantee, its heirs, personal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, subject, however, to the Permitted Encumbrances.

The fact that certain encumbrances, limitations, or other matters or conditions may be mentioned, disclaimed, or excepted in any way herein, whether specifically or generally, shall not be a covenant, representation, or warranty of Grantor as to any encumbrances, limitations, or any other matters or 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, or other matters or conditions mentioned, disclaimed, or excepted in any way herein, and nothing shall be

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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.

By its acceptance of delivery of this Special Warranty Deed, Grantee hereby assumes the payment of all *ad valorem* taxes, standby fees, and general and special assessments of whatever kind and character affecting the Property which are due, or which may become due, for the current tax year or assessment period and for any tax year or assessment period subsequent to the date of this Special Warranty Deed, including, without limitation, taxes or assessments for prior years becoming due by reason of a change in usage or ownership, or both, of the Property or any portion thereof.

IN WITNESS WHEREOF, this Special Warranty Deed is executed on 12-11 2014.

FEDERAL DEPOSIT INSURANCE CORPORATION,  
as Receiver for GreenChoice Bank, FSB, Chicago, Illinois

By: [Signature]

Name: **WESLEY C. NEWBOLD**  
**ATTORNEY IN FACT**

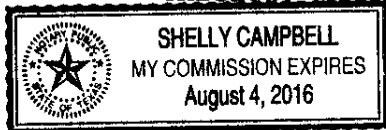
Title: Attorney in Fact

### ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 11<sup>th</sup> day of December, 2014, by Wesley C. Newbold, Attorney in Fact of the Federal Deposit Insurance Corporation, as Receiver for GreenChoice Bank, FSB, on behalf of said entity, Chicago, Illinois



[Signature]  
Notary Public, State of TEXAS

Exempt under provisions of Paragraph b 35 ILCS 200/31-45, Property Tax Code.  
FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for GreenChoice Bank,  
FSB, Chicago, Illinois

By: [Signature]

Name: **WESLEY C. NEWBOLD**  
Title: **ATTORNEY IN FACT**

Date: 12-11, 2014

Address of Grantee and being also where tax duplicates are to be sent: Esequiel Linares,  
2025 S. Western Avenue, Chicago, IL 60608

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## EXHIBIT "A" to Special Warranty Deed

[Legal Description of the Property]

Lot 7 in Kitchman's Subdivision of Lot 58 in Joy and Fritchie's Subdivision of the East 1/2 of the West 1/2 of the West 1/2 of the Northeast 1/4 of Section 26, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

FDIC

1: F Crank

2: A Fitchue

Date: 11/18/14

X E.F.  
BUYER INITIALS

12-11-14

Parcel ID Number: 16-26-218-020-000 Vol. No. 575

Common Address: 2451 S. St. Louis Avenue, Chicago, IL 60623



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## EXHIBIT "B" to Special Warranty Deed

From First American Title Insurance Company title commitment issued by Apex Title, LLC with an effective date of November 24, 2014 (revised December 1, 2014) ("Commitment").

1. Right or claims of parties in possession not shown by the public records.
2. Easements or claims of easements, not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
4. Any lien or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes, or special assessments, if any, not shown as existing liens by the public records.
6. Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of this Special Warranty Deed.
7. General real estate taxes for the year 2014 payable 2015 and subsequent years.
8. Intentionally omitted.
9. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.
10. Covenants, conditions, restrictions, setback lines, utility easements and any amendments thereto contained in the plat of the subdivision of the Land. A violation of the covenants, conditions and restrictions will not result in forfeiture or reversion of title.
11. Restrictions and protective covenants imposed with respect to the Property.
12. Intentionally omitted.
13. Intentionally omitted.
14. Intentionally omitted.
15. Intentionally omitted.
16. Easement for public utilities, sewage, drainage and incidental purposes as shown on the recorded plat of the subdivision.
17. Easement for public utilities, sewage, drainage and incidental purposes not appearing in the public records or apparent from an examination of the Property.

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18. Rights of the public, State of Illinois, the County, the Township and the Municipality in and to that part of the premises in question taken, used or dedicated for roads and highways.

19. Intentionally omitted.

20. Any lien or right to a lien under the Commercial Real Estate Broker Lien Act (770 ILCS 15/1).

21. Any lien or right to lien for services, labor, or materials heretofore or hereafter furnished for tenant improvements.

22. Unrecorded leases, if any, and rights of parties in possession under such unrecorded leases.

23. Subject to all existing sewer agreements and to any easements, either created or used, pursuant to said agreements.

24. Subject to all charges for sewer services and connections levied or assessed by governmental authorities.

25. Subject to all rights of public or quasi-public utilities, if any.

26. Subject to compliance with Federal or State laws and regulations governing disclosure of radon gas or lead-based paint and/or lead-based hazards.

27. Intentionally omitted.

28. Intentionally omitted.



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## First American

First American Title Insurance Company  
27775 Diehl Road  
Warrenville, IL 60555

### STATEMENT BY GRANTOR AND 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.

Dated 12/4/2014 Signature [Signature]  
Grantor or Agent

Subscribed and sworn to before me by the said Christopher L. Lucas affiant  
this 4th day of December, 2014



LYNN E. CARR  
Resident of Vanderburgh County, IN  
Commission Expires: March 21, 2017

Notary Public [Signature]

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 12/4/2014 Signature [Signature]  
Grantor or Agent

Subscribed and sworn to before me by the said Christopher L. Lucas affiant  
this 4th day of December, 2014



LYNN E. CARR  
Resident of Vanderburgh County, IN  
Commission Expires: March 21, 2017

Notary Public [Signature]

Note: Any person who knowingly submits a false statement concerning the identity of the 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.)

PROPERTY OF COOK COUNTY CLERK'S OFFICE