



Doc#: 1501329021 Fee: \$48.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/13/2015 10:18 AM Pg: 1 of 6

Recording requested by  
and when recorded return to:

Ricardo Gudino  
1510 S. 49th Avenue  
Cicero, IL 60804

space above this line for Recorder's use only

SPECIAL WARRANTY DEED

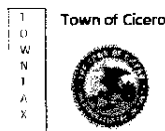
STATE OF ILLINOIS §  
§  
COUNTY OF COOK §

The undersigned, AAB Property Development, Inc., a  
Illinois Corporation ("Grantor"), whose mailing  
address is 1601 Bryan Street, Dallas, Texas 75201, for and in consideration of  
FIFTY FIVE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS  
(\$55,400 .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  
Ricardo Gudino ("Grantee"), whose address is  
8114 S. 47th Avenue, Cicero, IL 60804, that  
certain real 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, 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**

NATE 14-0333

Special Warranty Deed (Cash) - Page 1  
For use with "fdicformresalescontract\_SWD\_sub\_040411\_final.doc"

04AF	<b>REAL ESTATE TRANSFER TAX</b>	13-Jan-2015
fdics	<b>COUNTY:</b>	27.75
	<b>ILLINOIS:</b>	55.50
	<b>TOTAL:</b>	83.25



Address: 1510 S 49TH AVE	<b>Real Estate Transfer Tax</b>
Date: 01/08/2015	\$554.00
Stamp #: 2015 514	Payment Type: Cash
By: kduvakis	Compliance #:
	2014-05MCH4LM

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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 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, 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,

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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 and the Federal Deposit Insurance Corporation (the "FDIC") in any and all of its various 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 and the FDIC in any and all of its various 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 who may ever lawfully claim 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 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.

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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 12/24/14.

AAB Property Development, Inc.,  
an Illinois Corporation

By: 

Name: AAB Property Development, Inc.

Title: ~~Attorney in Fact~~ Vice President

**Richard A. Healy**  
**Assistant Manager**  
**Vice President**

### ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 24<sup>th</sup> day of December, 2014,  
by Richard A Healy, Vice President of AAB Property Development  
on behalf of said entity.

  
Notary Public, State of TEXAS



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## EXHIBIT "A"

LOT 5 IN BLOCK 50 IN GRANT LOCOMOTIVE WORKS ADDITION TO CHICAGO IN SECTION 21 TOWNSHIP 39 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Being the same property as transferred by JUDICIAL SALE DEED on May 5, 2014 and recorded May 7, 2014 from INTERCOUNTY JUDICIAL SALES CORPORATION to AAB PROPERTY DEVELOPMENT, INC., recorded in Deed Book/Page NA and/or Instrument 141274058.

Pin# 16-21-229-020-0000  
1510 S 49<sup>th</sup> Ave  
Cicero, IL 60804

FDIC

1: FCrank \_\_\_\_\_

2: afitchue \_\_\_\_\_

Date: 07/23/14 \_\_\_\_\_

*[Signature]* 11-12-14

Cook County Clerk's Office



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## EXHIBIT "B" to Special Warranty Deed

### [Specific Permitted Encumbrances]

- 1) General real estate taxes for the year 2014 and subsequent years.
- 2) Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees, if any.
- 3) Any lien or right to a lien, in favor of any property manager established pursuant to the provisions of the Illinois Mechanic's Lien Act.
- 4) Rights or claims of parties other than the insured in actual possession of any or all the property.
- 5) Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments, encumbrances, violations, variations, or adverse circumstance affecting the title or land that would be disclosed by an accurate and complete survey of the Land.
- 6) The lien of real estate tax or assessments imposed on the title by a governmental authority due or payable, but unpaid.
- 7) Any lien, or right to a lien, for services labor or material heretofore or hereafter furnished imposed by law and not shown by the public records.
- 8) Covenants, conditions, restrictions, reservations, access limitations, licenses, prescriptive rights, zoning, building, and other laws, regulations, and ordinances of municipal and other governmental authorities affecting the property.