

# UNOFFICIAL COPY



Asset No. 10507000008  
Prepared by and  
Recording requested by  
and when recorded return to:  
Sarah B. Fandrey  
25 N.W. Riverside Drive  
Second Floor  
Evansville, IN 47708-1210

Doc#: 1509813006 Fee: \$58.00  
RHSP Fee: \$9.00 RPPF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/08/2015 08:42 AM Pg: 1 of 11

space above this line for Recorder's use only

## SPECIAL WARRANTY DEED

STATE OF ILLINOIS §  
§  
COUNTY OF COOK §

REAL ESTATE TRANSFER TAX		08-Apr-2015
	COUNTY:	0.00
	ILLINOIS:	0.00
	TOTAL:	0.00

25-08-206-015-0000 | 20150301668854 | 1-105-885-568

## RECITALS

WHEREAS, The National Republic Bank of Chicago, Chicago, Illinois (the "Institution"), acquired the Property by that certain Judicial Sale Deed dated September 19, 2013, and recorded as Document 1328322099 of the records of Cook County, Illinois on October 10, 2013; and

WHEREAS, the Institution was closed by the Office of the Comptroller of the Currency on October 24, 2014, and the Federal Deposit Insurance Corporation (the "FDIC") was appointed as receiver for the Institution (the "Receiver"); 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.

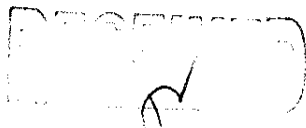
NOW, THEREFORE, the Receiver (hereinafter, "Grantor"), whose address is 1601 Bryan Street, Dallas, Texas 75201, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said Grantor paid by Grantee named herein, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto GO HALSTEAD LLC, an Illinois limited liability company ("Grantee"), whose mailing address is P.O. Box 681, Itasca, Illinois 60143

, that certain real property situated in Cook County, Illinois, described on Exhibit "A" attached hereto and made a part hereof for all purposes,

Special Warranty Deed (Cash) - Page 1  
For use with "fdieformresalescontract\_LF\_recorp\_040411\_final.doc"  
04APR11VMJH  
fdieLFK\_sw\_d\_REC\_040411.doc

REAL ESTATE TRANSFER TAX		08-Apr-2015
	CHICAGO:	7,050.00
	CTA:	0.00
	TOTAL:	7,050.00

25-08-206-015-0000 | 20150301668854 | 1-256-880-512



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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 all 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, as well as zoning, building, and other laws, regulations, and ordinances of municipal and other governmental authorities, if any, affecting the Property, and all matters set forth on Exhibit "B" attached hereto and made a part hereof for all purposes (all of the foregoing being collectively referred to as the "Permitted Exceptions").** Grantee, by its execution and 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 Exceptions.

FURTHER, GRANTEE, BY ITS EXECUTION AND 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 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 PART 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

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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 PART 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 legal 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 legal 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 Exceptions.

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

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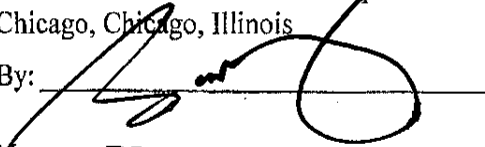
obligation, to challenge or enforce the existence, validity, enforceability, scope, or location of same against third parties.

All *ad valorem* taxes and assessments for the Property for the year in which this Special Warranty Deed is executed have been prorated by the parties hereto as of the date of this Special Warranty Deed. By its execution and 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 this 27 day of 3, 2015.

GRANTOR:

FEDERAL DEPOSIT INSURANCE CORPORATION,  
as Receiver for The National Republic Bank of  
Chicago, Chicago, Illinois

By: 

Name: **RICHARD A HEALY**  
**ATTORNEY IN FACT**

Title: Attorney in Fact

GRANTEE:

GO HALSTEAD LLC

an Illinois limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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obligation, to challenge or enforce the existence, validity, enforceability, scope, or location of same against third parties.

All *ad valorem* taxes and assessments for the Property for the year in which this Special Warranty Deed is executed have been prorated by the parties hereto as of the date of this Special Warranty Deed. By its execution and 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 this 30<sup>th</sup> day of March, 2015.

GRANTOR:

FEDERAL DEPOSIT INSURANCE CORPORATION,  
as Receiver for The National Republic Bank of Chicago  
Chicago, Illinois

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Attorney in Fact

GRANTEE:

GO HALSTEAD LLC  
an Illinois limited liability company

\_\_\_\_\_

By: Peter Gromopoulos

Name: PETER GROMOPOULOS

Title: MANAGER







**UNOFFICIAL COPY**EXHIBIT "A" to Special Warranty Deed

[Legal Description of the Property]

Lots 1, 2, 3 and 4 (except that part of said lots taken for widening of streets), in Block 21, in Henry Welp's Halsted Street Addition to Washington Heights, being a subdivision of Lot 4, of the Subdivision of part of the South east 1/4 of Section 5, Township 37 North, Range 14 East of the Third Principal Meridian, lying East of the Chicago Rock Island and Pacific Railroad, together with Lot 1, of the Subdivision of the Northeast 1/4 of Section 8, Township 37 North, Range 14 East of the Third Principal Meridian, lying East of the Chicago Rock Island and Pacific Railroad, recorded July 3, 1873 as document 110960, in Cook County, Illinois.

FDIC

1: RHealy 11/25/14\_

2: Aftchue\_\_\_\_\_

Date: 11/25/14\_\_\_\_

Parcel ID Numbers: 25-08-206-015-0000 (Vol. 454)  
 25-08-206-016-0000 (Vol. 454)  
 25-08-206-017-0000 (Vol. 454)  
 25-08-206-018-0000 (Vol. 454)

Common Address: 9500 - 9518 S. Halsted Street, Chicago, Illinois 60628-1028

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## EXHIBIT "B" to Special Warranty Deed

[Specific Permitted Encumbrances]

From First American Title Insurance Company title commitment issued by Apex Title, LLC with an effective date of February 20, 2015 (revised March 2, 2015) ("Commitment").

1. Intentionally omitted.
2. Intentionally omitted.
3. Intentionally omitted.
4. Intentionally omitted.
5. Intentionally omitted.
6. Intentionally omitted.
7. The second installment of general real estate taxes for the year 2014 payable 2015 and subsequent years.
8. Intentionally omitted.
9. Intentionally omitted.
10. Intentionally omitted.
11. Intentionally omitted.
12. Intentionally omitted.
13. Intentionally omitted.
14. Intentionally omitted.
15. Lease made between ABC Realtor, LLC, landlord, and Subway Real Estate Corp., tenant, dated July 15, 2004, and recorded July 27, 2005 as document no. 0520815174, demising the land for a term of 5 years with three 5 year renewal options, together with the terms and provisions contained therein.

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16. Encroachment of an overhead sign located mainly on the land described herein, onto the property North and adjoining the land described herein, as shown on the plat of survey Number 2003-4400 prepared by United Survey, dated December 24, 2003.
17. Intentionally omitted.
18. 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.
19. Restrictions and protective covenants imposed with respect to the Property.
20. Easement for public utilities, sewage, drainage and incidental purposes as shown on the recorded plat of the subdivision.
21. Easement for public utilities, sewage, drainage and incidental purposes not appearing in the public records or apparent from an examination of the Property.
22. 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.
23. Intentionally omitted.
24. Intentionally omitted.
25. Any lien or right to lien for services, labor, or materials heretofore or hereafter furnished for tenant improvements.
26. Unrecorded leases, if any, and rights of parties in possession under such unrecorded leases.
27. Subject to all charges for sewer services and connections levied or assessed by governmental authorities.
28. Subject to all rights of public or quasi-public utilities, if any.
29. Subject to compliance with Federal or State laws and regulations governing disclosure of radon gas or lead-based paint and/or lead-based hazards.
30. Intentionally omitted.
31. 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 1/6/2015

Signature   
Grantor or Agent

Subscribed and sworn to before me by the said Christopher L. Lucas affiant  
this 6th day of January, 2015

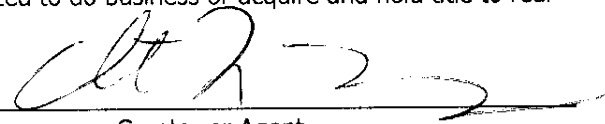


**LYNN E. CARR**  
Resident of Vanderburgh County, IN  
Commission Expires: March 21, 2017

Notary Public 

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 1/6/2015

Signature   
Grantor or Agent

Subscribed and sworn to before me by the said Christopher L. Lucas affiant  
this 6th day of January, 2015



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

Notary Public 

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