

# UNOFFICIAL COPY

Doc#: 1529655154 Fee: \$58.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/23/2015 09:50 AM Pg: 1 of 6

Dec ID 20151001637060  
ST/CO Stamp 1-741-410-368

## WARRANTY DEED COOK COUNTY, ILLINOIS

This document prepared by  
And after recording return to:

Lewis & Gellen, LLP  
Attn: Evan Ahto  
200 W Adams, Ste 1900  
Chicago, Illinois 60606

(The Above Space for Recorder's Use Only)

Harold J. Volman, Jr. and Edna K. Volman, whose address is 17556 Woodbrook Lane in the City of Lockport and State of Illinois ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to the undersigned by Gulf Coast Bank and Trust Company, a Louisiana State-Chartered Bank, whose address is 200 St. Charles Avenue, Suite 300, New Orleans, Louisiana 70130 ("Grantee"); the receipt and sufficiency of such consideration being hereby acknowledged, Grantor does hereby convey and warrants unto Grantee that certain real property being more particularly described in Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements and fixtures situated thereon (collectively, the "Property"); subject to:

- (a) General real estate taxes for 2014 and thereafter;
- (b) Covenants, conditions and restrictions of record; and
- (d) Building lines and easements, if any.

Grantor warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances.

Grantor does for Grantor and Grantor's successor's and assigns forever hereby covenant and warrant to Grantee that Grantor is lawfully seized in fee simple of said premises; that the premises are free from all encumbrances, that Grantor has a good right to sell or convey the same as aforesaid; and to forever warrant and defend the title to the said land against all claims whatsoever.

The Warranty Deed is given by Grantor as a deed in lieu of foreclosure. See Certificate attached as Exhibit B.

And the said Grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

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In Witness Whereof, the Grantor aforesaid has hereunto set its hand and seal this 28<sup>th</sup> day of September, 2015.

**GRANTOR:**

HAROLD J. VOLMAN, JR.

By: *Harold J. Volman*

Name: Harold J. Volman, Jr.

EDNA K. VOLMAN

By: *Edna K. Volman*

Name: Edna K. Volman

**Acknowledgment(s):**

State of Illinois

County of Cook

Ss.

**REAL ESTATE TRANSFER TAX**

22-Oct-2015



COUNTY:	0.00
ILLINOIS:	0.00
<b>TOTAL:</b>	<b>0.00</b>

18-03-115-003-0000 | 20151001637060 | 1-741-410-368

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Harold J. Volman, Jr., 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 he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 28<sup>th</sup> day of September, 2015.



State of Illinois

County of Cook

Ss.

NOTARY PUBLIC

*Joseph Hill*  
My Commission Expires 9/13/17

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Edna K. Volman, 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 he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 28<sup>th</sup> day of September, 2015.



COOK COUNTY - ILLINOIS TRANSFER STAMPS  
Exempt Under Provision of Paragraph L, Section 31-45,  
Real Estate Transfer Act,  
September 28, 2015

*Edna K. Volman*  
Buyer, Seller or Representative

NOTARY PUBLIC

*Joseph Hill*  
My Commission Expires 9/13/17

Send Subsequent Tax Bills to:  
Gulf Coast Bank and Trust Company  
Attn: Rick Orillion  
200 St. Charles Avenue, Suite 300  
New Orleans, Louisiana 70130

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## EXHIBIT A TO WARRANTY DEED

### LEGAL DESCRIPTION

#### LEGAL DESCRIPTION:

LOTS 8 AND 9 IN BLOCK 6 IN WEST GROSSDALE, A  
SUBDIVISION OF THE WEST 1/4 OF SECTION 3, TOWNSHIP  
38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 18-03-115-003-0000

COMMONLY KNOWN AS: 9115 Ogden Avenue, Brookfield, Illinois 60513

Property of Cook County Clerk's Office

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Exhibit B

## DEED IN LIEU OF FORECLOSURE CERTIFICATE

Harold J. Volman, Jr. and Edna K. Volman (interchangeably, "Pledgor" or "Seller") represent and warrant to Gulf Coast Bank and Trust Company, a Louisiana State-Chartered Bank ("Lender"), and its respective successors and assigns, as follows:

1. Pledgor, Lender and Awnings Unlimited, Inc., an Illinois corporation ("Borrower") are parties to a certain Deed in Lieu of Foreclosure Agreement of even date herewith ("Agreement"). Unless otherwise defined in this Certificate, all capitalized terms shall have the meanings ascribed to them in the Agreement.

2. Seller executed and delivered, or is contemporaneously with its execution and delivery hereof, executing, a certain deed dated September 24, 2015 (the "Deed") and other documents, conveying the Property to Lender.

3. The Deed was executed and delivered pursuant to the Agreement.

4. The Deed was intended to be and is an absolute conveyance of title to the Real Estate to Lender in effect as well as in form. The Deed was not and is not intended to serve or operate as a mortgage, deed to secure debt, security agreement, trust conveyance, deed of trust, lien, security interest, or security of any kind; Seller, by virtue of the Deed, the Agreement, and the other Borrower/Pledgor Documents, waived, relinquished, and gave up any and all right, title, and interest, legal, equitable, or otherwise in the Property. The consideration for the Deed was and is for the benefit of Pledgor and consists of Lender's execution and delivery of the Covenant Not to Sue.

5. The Deed was executed and delivered as the result of the Pledgor's request and was the free and voluntary act of Pledgor. Pledgor has no creditors whose rights would be prejudiced by the Deed. Pledgor's execution and delivery of the Agreement and the other Borrower/Pledgor Documents is not the result of duress or undue influence, intimidation, misapprehension, bad faith, unconscionable conduct, overreaching conduct, or misrepresentation by Lender, or any agent, attorney, or any other representative of Lender. Pledgor has been represented by legal counsel of their own choosing throughout the transactions contemplated or referenced in the Agreement.

6. Except as disclosed in Schedule 1, if attached hereto, no work, labor, or materials have been supplied to the Property upon which anyone could base a mechanics' lien, equitable lien, or any other type of lien against the Property which has not been fully paid for.

7. Lender has not taken advantage of Pledgor by threats, duress, intimidation, overreaching conduct, unconscionable conduct, bad faith, or otherwise, and Pledgor and Borrower, by executing and delivering the Agreement, the Deed, and the other Borrower/Pledgor Documents, acted freely and voluntarily, and not under coercion or duress. Pledgor is proceeding with the transaction contemplated by the Agreement as a volunteer pursuant to what it perceives to be in its own best interest. Pledgor understands that the transactions contemplated by the Agreement may have adverse tax consequences and have consulted with such tax, legal, and accounting advisors with respect to such consequences as they have deemed advisable.

8. After consummation of the transaction contemplated by the Agreement, Pledgor and Lender have determined the value of the Property to be equal to the remaining mortgage balance.

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9. This Certificate is made to induce Lender to accept the Deed, is made for the protection and benefit of Lender and their successors, grantees, and assigns, any title insurers who may now or hereafter insure Lender's respective interests in the Property, and all other parties hereafter dealing with or who may acquire any interest in the Property, all of whom may rely on this Certificate.

10. The undersigned will, and will cause their representatives, trustees, affiliates, officers, directors, shareholders, employees, and agents to testify, declare, depose or certify before any competent tribunal, officer, or person, in any case now pending or that may hereafter be constituted, to the truth and accuracy of the particular facts set forth above.

11. All representations and warranties made in this Affidavit shall be deemed remade on and as of the Closing Date.

**SELLER:**

HAROLD J. VOLMAN, JR.

EDNA K. VOLMAN

By: [Signature]  
Name: Harold J. Volman, Jr.

By: [Signature]  
Name: Edna K. Volman

**Acknowledgment:**

State of Illinois )  
County of Cook ) Ss.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Harold J. Volman, Jr., 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 he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

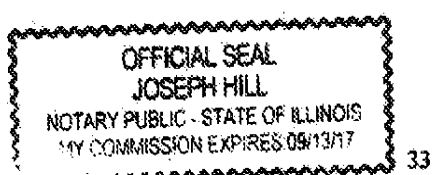
Given under my hand and official seal, this 28<sup>th</sup> day of September, 2015.

State of Illinois )  
County of Cook )  


NOTARY PUBLIC  
[Signature]  
My Commission Expires 9/13/17

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Edna K. Volman, 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 he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 28<sup>th</sup> day of September, 2015.

State of Illinois )  
County of Cook )  


NOTARY PUBLIC  
[Signature]  
My Commission Expires 9/13/17



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STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee, the deed or assignment of beneficial interest in a land trust is either a corporation or foreign corporation authorized to do business or acquire and hold title in Illinois, a partnership authorized to do business or acquire and hold title 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 10-28, 2015 Signature: [Signature]  
Grantor or Agent

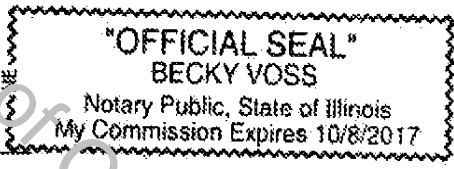
Subscribed and sworn to before me by the

said ABOVE NAMED

this 27th day of OCTOBER

2015

[Signature]  
Notary Public



The grantee or his agent affirms and verifies that the name of the grantee, the deed or assignment of beneficial interest in a land trust is either a natural person 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 10-28, 2015 Signature: [Signature]  
Grantee or Agent

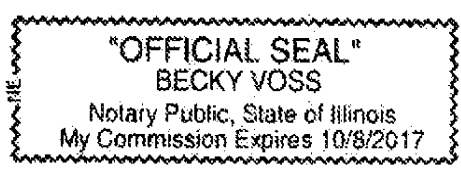
Subscribed and sworn to before me by the

said ABOVE NAMED

this 27th day of OCTOBER

2015

[Signature]  
Notary Public



NOTE: Any person who knowingly submits a false statement concerning the identity of the grantor or grantee is 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 Illinois Estate Transfer Tax Act.]