



Doc#: 1533615039 Fee: \$46.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/02/2015 01:03 PM Pg: 1 of 5

**SPECIAL WARRANTY DEED**

This instrument was prepared by  
and after recording return to:

Lewis & Gellen LLP  
200 W. Adams, Ste. 1900  
Chicago, Illinois 60606  
Attn: Mark Silverman

1401-8833148 CT

**SPECIAL WARRANTY DEED IN LIEU OF FORECLOSURE**

THIS SPECIAL WARRANTY DEED IN LIEU OF FORECLOSURE is made and delivered as of October 23, 2015, by Hector Duenas, Froilan Duenas and Telesforo Duenas whose addresses are each 12714 S. Winchester, #2, Blue Island, Illinois 60406 ("Grantor"), for consideration of ten dollars (\$10.00) and other good and valuable consideration, does hereby CONVEY AND WARRANT to DEARBORN STREET HOLDINGS LLC-Series 5 Rockford of 111 W. Monroe Street, Chicago, Illinois 60603 ("Grantee"), assignee for BMO HARRIS BANK, N.A. a National Banking Association.

WITNESSETH

That Grantor, for and in consideration of the forgiveness of the indebtedness described below, the adequacy of which is hereby acknowledged, have granted, bargained, sold, and conveyed to Grantee forever, the real property (hereinafter the "Property") situated in Cook County, Illinois commonly known as 15750 South Dixie Hwy, Markham, Illinois 60428 and legally described as:

PARCEL 1:

LOT 13 IN BLOCK 6 IN MARKHAM EAST SUBDIVISION, BEING A RESUBDIVISION OF PART OF TRANSPORTATION PARK, BEING A SUBDIVISION IN THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 14 IN BLOCK 6 IN MARKHAM EAST SUBDIVISION, BEING A RESUBDIVISION OF PART OF TRANSPORTATION PARK, BEING A SUBDIVISION IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 29, 1962 AS DOCUMENT 18435588, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 3 IN BLOCK 8 IN TRANSPORTATION PARK, BEING A SUBDIVISION OF LOT 6 IN GEORGE WESELOH'S SUBDIVISION OF ALL THOSE FRACTIONAL PARTS OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 14, LYING WEST OF THE CHICAGO AND VINCENNES ROAD, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CCRD REVIEWER  
RUSTO

REAL ESTATE TRANSFER TAX		25-Nov-2015
	COUNTY:	0.00
	ILLINOIS:	0.00
	TOTAL:	0.00

29-18-319-053-0000 | 20151101647057 | 0-604-616-768



**CITY OF MARKHAM**  
**Water Stamp**  
Date 11/24/15  
\$50.00 **3808**

**UNOFFICIAL COPY**

PINS: 29-18-319-053-0000, 29-18-319-054-0000, 29-18-320-016-0000

TOGETHER WITH all of Grantor's right, title and interest in and to: (a) all air, surface, mineral and subsurface interests and rights benefiting or otherwise relating to the Property; (b) all easements appurtenant to or otherwise benefiting the Property; and (c) any land lying in the back of any street, alley, road or avenue, whether in existence, abandoned, vacated or proposed, to the centerline thereof; with every privilege, right, title, interest, estate, reversion and remainder thereto belonging or in any way thereunto appertaining.

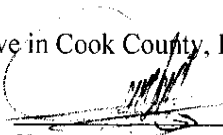
This Deed is absolute conveyance of the Property, subject to that certain Mortgage dated June 24, 2005 (as amended, restated, extended, or otherwise modified from time to time, the "Mortgage") and that certain Assignment of Rents dated June 24, 2005 (the "Assignment of Rents"), each granted by Grantor in favor of Amcore Bank N.A., and recorded July 25, 2005, as document numbers 0520614169 and 0520614170 with the Cook County, Illinois Recorder's Office, encumbering the Property,

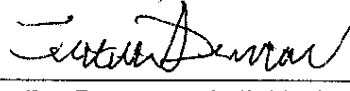
TO HAVE AND TO HOLD the Property, with all improvements thereon, unto Grantee in fee simple forever.

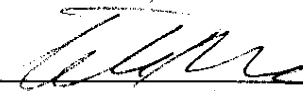
AND Grantor does hereby covenant with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that the Property is free and clear of all liens and encumbrances except for the Mortgage and Assignment of Rents listed above, unpaid taxes and assessments, and all exceptions and restrictions of record and that Grantor warrants the title to the Property for any acts of Grantor and will defend it against the lawful claims of all persons claiming by, through or under Grantor.

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

EXECUTED the date first stated above in Cook County, Illinois.

  
 \_\_\_\_\_  
**Hector Duenas**, an individual residing in Illinois

  
 \_\_\_\_\_  
**Froilan Duenas**, an individual residing in Illinois

  
 \_\_\_\_\_  
**Telesforo Duenas**, an individual residing in Illinois  
 Duenas.



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STATE OF ILLINOIS )  
COUNTY OF Cook ) SS:

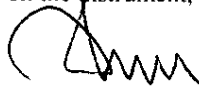
On October 23, 2015, before me, the undersigned Notary Public, personally appeared ~~Hector Duenas, personally known to me, or proved to me on the basis of satisfactory evidence, to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, he/she executed the instrument for the purposes set therein~~  
My Commission Expires Apr 14, 2016



Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS:

On October 23, 2015, before me, the undersigned Notary Public, personally appeared ~~Froilan Duenas, personally known to me, or proved to me on the basis of satisfactory evidence, to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, he/she executed the instrument for the purposes set therein~~  
My Commission Expires Apr 14, 2016



Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS:

On October 23, 2015, before me, the undersigned Notary Public, personally appeared ~~Telesforo Duenas, personally known to me, or proved to me on the basis of satisfactory evidence, to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, he/she executed the instrument for the purposes set therein~~  
My Commission Expires Apr 14, 2016



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

October 23, 2015   
Buyer, Seller or Representative

Send Subsequent Tax Bills To:  
Bayview Loan Servicing  
Attn: Brian Lee  
4425 Ponce De Leon Blvd.  
Coral Gables, FL 33146

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## **EXHIBIT A TO SPECIAL WARRANTY DEED IN LIEU OF FORECLOSURE DEED IN LIEU OF FORECLOSURE CERTIFICATE**

Hector Duenas, Froilan Duenas and Telesforo Duenas ("Borrowers") represent and warrant to BMO Harris Bank, N.A., a national banking association ("Bank"), and its respective successors and assigns, as follows:

1. Borrowers and Bank are parties to a certain Deed in Lieu of Foreclosure Agreement and Confidential Settlement Agreement and Release, both of even date herewith (the "Agreements"). Unless otherwise defined in this Certificate, all capitalized terms shall have the meanings ascribed to them in the Agreements.

2. Borrowers executed and delivered, or is contemporaneously with its execution and delivery hereof, executing, a certain deed dated October 23, 2015 (the "Deed") and other documents, conveying the Property to Lender.

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

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; Borrowers, by virtue of the Deed and the Agreements, 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 Borrowers and consists of Bank's agreement not to pursue a personal action for collection of the Judgment from Borrowers unless there is a default pursuant to any of the Agreements.

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

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 Borrowers by threats, duress, intimidation, overreaching conduct, unconscionable conduct, bad faith, or otherwise, and Borrowers, by executing and delivering the Agreements and the Deed, acted freely and voluntarily, and not under coercion or duress. Borrowers are proceeding with the transaction contemplated by the Agreements as a volunteer pursuant to what it perceives to be in its own best interest. Borrowers understand that the transactions contemplated by the Agreements 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 Agreements, Borrowers and Bank have determined the value of the Property to be less than the remaining indebtedness due to Bank by Borrowers.

9. This Certificate is made to induce Bank to accept the Deed, is made for the protection and benefit of Bank 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,

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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.

**BORROWER:**

By: [Signature]  
Name: Hector Duenas

By: [Signature]  
Name: Froilan Duenas

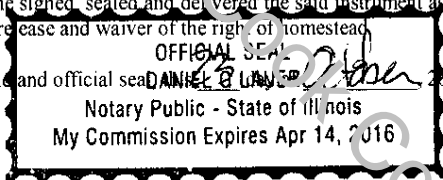
By: [Signature]  
Name: Telesforo Duenas

**Acknowledgment(s):**

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 Hector Duenas, 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 23 day of October, 2015.



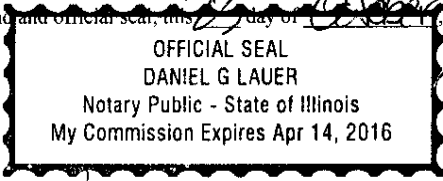
NOTARY PUBLIC

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

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 Froilan Duenas, 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 she signed, sealed and delivered the said instrument as her 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 23 day of October, 2015.



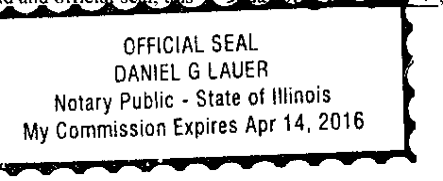
NOTARY PUBLIC

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

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 Telesforo Duenas, 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 23 day of October, 2015.



NOTARY PUBLIC

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