

UNOFFICIAL COPY

Doc#: 2025939207 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 09/15/2020 02:23 PM Pg: 1 of 5

Dec ID 20200601612479

City Stamp 0-545-908-448

WARRANTY DEED **(IN LIEU OF FORECLOSURE)**

KNOWN BY ALL THESE PRESENTS, that Michael J. Day, Trustee, in Trust, under the Walter Day, Jr., Living Trust dated September 21, 2009, whose address is 7416 S. Sangamon, Chicago, IL 60621, ("GRANTORS"), in consideration of the sum of ONE AND 00/100 dollars (\$1.00), and other good and valuable consideration paid by Secretary of Housing and Urban Development, his/her Successors and Assigns, whose address is 2401 NW 23rd Street, Suite 1D, Oklahoma City OK 73107, ("GRANTEE"), the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the agreement of Grantee to not enforce against Grantor, as a personal obligation, that certain Promissory Note (herein the "Note"), dated May 20, 1998, in the original principal amount of \$90,000.00 executed and delivered by Grantor to Senior Income Reverse Mortgage Corporation hereby grants, bargain, sells and conveys unto Secretary of Housing and Urban Development, his/her Successors and Assigns, all of the real property located in the City of Chicago, Cook County, Illinois, and further described as:

LOT 540 IN DOWNING AND PHILLIPS NORMAL PARK ADDITION, A SUBDIVISION OF THE EAST 1/2 OF THE NORTH EAST 1/4 (EXCEPT THE SOUTH 149.8 FEET THEREOF) OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Tax ID: 20-29-227-022-0000

Common Address: 7416 S. Sangamon, Chicago, IL 60621

Together with all the benefits, privileges, easements, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto, and any and all right, title and interest of Grantor in and to adjacent roads, and rights of way; and together with all buildings, fixtures and other improvements located on the Land (herein called "Improvements"); together with all personal property situated in, on or about the Land and any Improvements; (herein called the "Personalty") (the Land, Rights and Appurtenances, Improvements and Personalty being hereinafter referred to as the "Property"); subject to existing building and use restrictions, easements and zoning ordinances, if any.


TO HAVE AND TO HOLD the Property, together with any other rights and appurtenances thereto in any way belonging unto Grantee, its successors and assigns FOREVER, and Grantor does hereby bind himself and his heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND the Property, subject to said Exceptions as aforesaid, unto Grantee, its successors and assigns, against any person whomsoever lawfully claiming or to claim the same or any part thereof.

BUT IT IS HEREBY EXPRESSLY ACKNOWLEDGED AND AGREED that:

A. The Warranty Deed, and the conveyances being made hereby, are being executed, delivered and accepted in lieu of foreclosure of that mortgage granted by Walter Day Jr. and Marie Day to Senior Income Reverse Mortgage Corporation dated May 20, 1998 and recorded on May 29, 1998 by Document Number: 98446778, Cook County Records, and that same shall be interpreted and construed as an absolute conveyance to Grantee of all right, title and interest in the Property, including specifically but without limitation, any equity or rights of redemption of Grantor therein or thereto. No merger of the mortgage and the fee is intended at this time.

B. The Estoppel Affidavit attached hereto as Exhibit B is made a part hereof and incorporated herein by this reference.

UNOFFICIAL COPY


Michael J. Day, Trustee, in trust, under the Walter Day, Jr. Living Trust Dated September 21, 2009

State of ILLINOIS
County of COOK

This Warranty Deed was acknowledged before me on the 13th day of June, 2020, by Michael J. Day, Trustee, in trust, under the Walter Day, Jr., Living Trust Dated September 21, 2009, as his free act and deed.




_____, Notary Public

My Commission Expires: Oct 20, 2021

Drafted by and when recorded return to:
Naomi Kowalsky
Randall S. Miller & Associates
43252 Woodward Ave. #180
Bloomfield Hills, MI 48302
File No. 20IL00117-1

ADDRESS OF GRANTEE & SUBSEQUENT TAX BILLS TO: Secretary of Housing and Urban Development, his/her Successors and Assigns, by Novad Management Consulting as Novad Management Consulting and Attorney in Fact, 2401 NW 21st Street, Suite 1A1, Oklahoma City, OK 73107

***TAX EXEMPT PURSUANT TO PARAGRAPH L, SECTION 4, OF THE REAL ESTATE TRANSFER TAX ACT.**

I hereby declare that the attached deed represents a transaction EXEMPT UNDER PROVISIONS OF PARAGRAPH L, SECTION 4, REAL ESTATE TRANSFER ACT.

DATE: 4/17/2020

Signature of Buyer, Seller or Representative

REAL ESTATE TRANSFER TAX		16-Jul-2020
	CHICAGO:	0.00
	CTA:	0.00
	TOTAL:	0.00 *

20-29-227-022-0000 | 20200601612479 | 0-545-908-448

* Total does not include any applicable penalty or interest due.

UNOFFICIAL COPY

ESTOPPEL AFFIDAVIT EXHIBIT B

STATE OF ILLINOIS
COUNTY OF COOK

Michael J. Day, (hereinafter referred to as "borrower(s)"), being first duly sworn, depose and say:

That he is authorized to make this Affidavit and have personal knowledge of all facts sworn to in this Affidavit and are the identical parties who made, executed and delivered a certain Warranty Deed to Secretary of Housing and Urban Development, his/her Successors and Assigns, its successors and assigns, dated the same date as this affidavit, conveying the following described property located in the City of Chicago, Cook County, Illinois, described as:

LOT 540 IN DOWNING AND PHILLIPS NORMAL PARK ADDITION, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE SOUTH 149.8 FEET THEREOF) OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Tax ID # 20-29-227-022-0000

Commonly known as: 7416 S. Sangamon, Chicago, IL 60621

That this Affidavit is made to induce Lender to enter and close under the terms of the Agreement, and that he recognizes that Lender will rely on this Affidavit and if it were not for the truth and accuracy of the statements and agreements set forth herein, Lender would not close the transactions contemplated by the Agreement, including, without limitation, the acceptance of the Warranty Deed pursuant thereto.

That the property described above is undamaged by fire, flood, earthquake, tornado or waste. Michael J. Day, Trustee also certifies that at the time of execution of this Affidavit he is of full age and that the Warranty Deed is an absolute conveyance of title to the premises in effect as well as in form, conveying and releasing to Secretary of Housing and Urban Development, his/her Successors and Assigns all rights of Michael J Day, Trustee including homestead and redemption, and was not intended as a mortgage, trust, or conveyance of security of any kind; and that possession of the premises has been or will be voluntarily surrendered to Secretary of Housing and Urban Development, his/her Successors and Assigns.

That the Warranty Deed was executed and delivered by Michael J. Day as his free and voluntary act; at the time of making the Warranty Deed Michael J. Day, felt and still feel, that the mortgage indebtedness represents the fair value of the property conveyed, that the Warranty Deed was not given as a preference against any other creditors, that Walter Day Jr. and Marie Day is/are solvent and will remain solvent after the conveyance of the Warranty Deed, and that they have no other creditors whose rights would be prejudiced by such conveyance.

That no Agreement or contract for conveyance or other deed of conveyance or written lease or other writing whatsoever are in existence adversely affecting the title to the premises and that the sole consideration for the Warranty Deed was and is the full satisfaction of all debts, obligations, costs and charges heretofore existing under and by virtue of a certain mortgage granted by Walter Day Jr. and Marie Day to Senior Income Reverse Mortgage Corporation dated May 20, 1998, in default on property described in the deed.

That Michael J. Day, Trustee is the true and lawful owner of the property and that up to this date no contracts for the furnishing of labor or materials on the property or upon any building on the land have been made which has not been fully completed and paid for, nor have

UNOFFICIAL COPY

any materials which have not been fully paid for been furnished for use upon the land or any building, and that no contract of any kind has been made nor anything done, suffered or permitted in relation to the land or any building or improvement, in consequence of which any lien may be claimed or enforced against the land under the Mechanic's Lien or Construction Lien laws of Illinois.

That it has been explained to Michael J. Day, Trustee and he understands that if Secretary of Housing and Urban Development, his/her Successors and Assigns declines to accept delivery of the Warranty Deed or approve title, the unrecorded Warranty Deed may be returned to Michael J. Day, Trustee or, if the Warranty Deed has already been recorded, the property may be re-conveyed to Michael J. Day, Trustee by Quit Claim Deed. In the event that the premises are re-conveyed Michael J. Day agrees that the mortgage shall continue as a lien against the property until such time as the indebtedness is paid and satisfied in full. The Warranty Deed was executed and delivered with the expressed understanding that it does not operate, even though placed on record, to effect the merge of interests so as to extinguish the mortgage lien (and that its receipt by Secretary of Housing and Urban Development, his/her Successors and Assigns does not constitute legal delivery and shall be of no binding force or effect whatsoever) until such time as Secretary of Housing and Urban Development, his/her Successors and Assigns consents to the acceptance and approval of title. The receipt or return of the Warranty Deed shall in no way restrict the right of Secretary of Housing and Urban Development, his/her Successors and Assigns, or the right of its successors in interest, to foreclose the mortgage if foreclosure is deemed desirable.

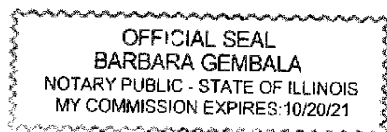
That this Affidavit is made for the protection and benefit of Secretary of Housing and Urban Development, his/her Successors and Assigns, and all other parties dealing with or who may acquire any interest in the property described in the Warranty Deed, is given to induce the acceptance of a voluntary conveyance, and shall bind the respective heirs, personal representatives, administrators and assigns of Michael J. Day, Trustee.

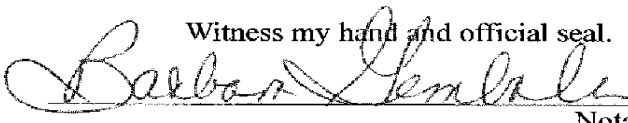

 Michael J. Day, Trustee, in trust, under the Walter Day, Jr. Living Trust Dated September 21, 2009

On June 1, 2020 before me, personally appeared Michael J. Day, Trustee, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ILLINOIS that the foregoing paragraph is true and correct.

Witness my hand and official seal.




 , Notary Public

UNOFFICIAL COPY

Drafted by and when recorded return to:
Naomi Kowalsky
Randall S. Miller & Associates
43252 Woodward Ave, Suite 180
Bloomfield Hills, MI 48302
File No. 20IL00117-1

Property of Cook County Clerk's Office