



Property not located in the corporate limits of the City of Des Plaines, Deed or Instrument not subject to transfer tax.

S. Brown 2/26/2021
City of Des Plaines

Doc# 2106116094 Fee \$85.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/02/2021 03:11 PM PG: 1 OF 5

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

KNOWN BY ALL THESE PRESENTS, that Casey Edwards, unmarried, whose address is 9254 Aspen Drive, Des Plaines, IL 60016, ("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, whose address is 2401 NW 23rd Street, Suite 1A1, 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 October 23, 2009, in the original principal amount of \$0.00 executed and delivered by Grantor to Wells Fargo Bank N.A. hereby grants, bargain, sells and conveys unto Secretary of Housing and Urban Development, all of the real property located in the City of Des Plaines, Cook County, Illinois, and further described as:

THE NORTH HALF OF LOT 223 IN TWIN OAKS 2ND ADDITION BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax ID: 09-15-111-041-0000

Common Address: 9254 Aspen Drive, Des Plaines, IL 60016

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 Casey Edwards, unmarried to Wells Fargo Bank N.A. dated October 23, 2009 and recorded on November 2, 2009 by Document Number: 0930622062, 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.

*\$207,500⁰⁰

REAL ESTATE TRANSFER TAX

09-Feb-2021



COUNTY: 0.00
ILLINOIS: 0.00
TOTAL: 0.00

09-15-111-041-0000

20210101624010 | 0-918-602-768

UNOFFICIAL COPY

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

Casey Edwards
Casey Edwards

State of Illinois
County of Cook

This Warranty Deed was acknowledged before me on the 8th day of January, 2021, by Casey Edwards, unmarried as his/her/their free act and deed.



Mary Ann Kowols
Notary Public

My Commission Expires: 6/19/2022

Drafted by and when recorded return to:
Randall S. Miller & Associates, LLC
120 North LaSalle Street, Suite 1140

Chicago, IL 60602
(312) 239-3432

File No. 20IL00402-1

ADDRESS OF GRANTEE & SUBSEQUENT TAX BILLS TO: Secretary of Housing and Urban Development, by Novad Management Consulting as Novad Management Consulting and Attorney in Fact, 2401 NW 23rd 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: 1/8/2021

[Signature]
Signature of Buyer, Seller or Representative

UNOFFICIAL COPY

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 the 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: 2/10/21, 20 21

Signature: *Mina Bryant*
Grantor or Agent

Subscribed and sworn to before me:

By the said:
This 17th, day of February, 20 21
Notary Public: *Mary Jo Bayer*



The grantee 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 the 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: 2/10/21, 20 21

Signature: *Mina Bryant*
Grantee or Agent

Subscribed and sworn to before me:

By the said:
This 17th, day of February, 20 21
Notary Public: *Mary Jo Bayer*



Note: Any person who knowingly submits a false statement concerning the identity of a Grantee shall be guilty of a Class C misdemeanor for the first offence and of a Class A misdemeanor for subsequent offences.

(Attach to deed or ABI to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

UNOFFICIAL COPY

ESTOPPEL AFFIDAVIT EXHIBIT B

STATE OF ILLINOIS
COUNTY OF COOK

Casey Edwards, unmarried, (hereinafter referred to as "borrower(s)"), being first duly sworn, depose and say:

That they are 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, its successors and assigns, dated the same date as this affidavit, conveying the following described property located in the City of Des Plaines, Cook County, Illinois, described as:

THE NORTH HALF OF LOT 23 IN TWIN OAKS 2ND ADDITION BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax ID # 09-15-111-041-0000

Commonly known as: 9254 Aspen Drive, Des Plaines, IL 60016

That this Affidavit is made to induce Lender to enter and close under the terms of the Agreement, and that they recognize 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. Casey Edwards, unmarried also certify that at the time of execution of this Affidavit they are 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 all rights of Casey Edwards, unmarried 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.

That the Warranty Deed was executed and delivered by Casey Edwards, unmarried as their free and voluntary act; at the time of making the Warranty Deed Casey Edwards, unmarried, 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 Casey Edwards, unmarried 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 Casey Edwards, unmarried to Wells Fargo Bank N.A. dated October 23, 2009, in default on property described in the deed.

UNOFFICIAL COPY

That Casey Edwards, unmarried is/are the true and lawful owner(s) 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 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 Casey Edwards, unmarried and they understand that if Secretary of Housing and Urban Development declines to accept delivery of the Warranty Deed or approve title, the unrecorded Warranty Deed may be returned to Casey Edwards, unmarried or, if the Warranty Deed has already been recorded, the property may be reconveyed to Casey Edwards, unmarried by Quit Claim Deed. In the event that the premises are reconveyed Casey Edwards, unmarried agree 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 merger of interests, so as to extinguish the mortgage lien (and that its receipt by Secretary of Housing and Urban Development 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 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, or the right of its successors in interest, to foreclose the mortgage if foreclosure is deemed desirable.

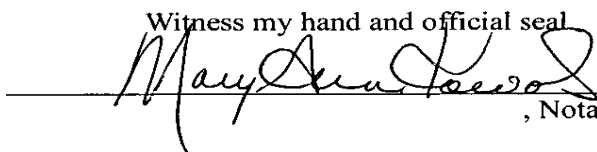
That this Affidavit is made for the protection and benefit of Secretary of Housing and Urban Development, and all other parties dealing with or who may acquire any interest in the property described in the Warranty Deed, is given to induce the acceptance of a voluntary conveyance, and shall bind the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


Casey Edwards

On January 8, 2021 before me, personally appeared Casey Edwards, unmarried, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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

Drafted by and when recorded return to:
Randall S. Miller & Associates, LLC
43252 Woodward Ave, Suite 180
Bloomfield Hills, MI 48302
File No. 20IL00402-1