

# UNOFFICIAL COPY

**This Instrument Prepared by And  
After Recording Return to:**

Louis D. Bernstein  
Bernstein Law Firm, LLC  
350 North Clark Street, Suite 400  
Chicago, Illinois 60654

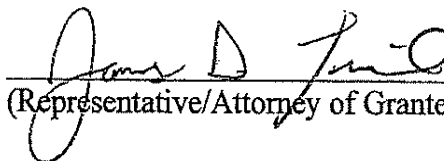
Doc#: 2126447081 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 09/21/2021 12:14 PM Pg: 1 of 6

Dec ID 20210401699575  
ST/CO Stamp 1-200-013-456  
City Stamp 1-217-364-112

(For Recorder's Use Only)

Exempt under the provisions of paragraph (1) of the Illinois Real Estate Transfer Tax Law, 35 ILCS 200/31-45(3)

6/16/21  
(Date)

  
(Representative/Attorney of Grantee)

## DEED IN LIEU OF FORECLOSURE

This DEED IN LIEU OF FORECLOSURE ("Deed") is made this 16th day of June, 2021, between ARTHUR 7159 LLC, an Illinois limited liability company, having an address at 215 Inverway, Inverness, IL 60067 ("Grantor"), and CONANT ROAD LLC, its successors or assigns, of 2637 W. Medill Avenue, Chicago, IL 60647 ("Grantee").

Grantor, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of such consideration being hereby acknowledged, CONVEYS and WARRANTS to Grantee,

ALL that certain plot, piece, or parcel of land situated, lying, and being in the County of COOK, State of Illinois, and more particularly described in Exhibit A attached hereto (the "Land"),

TOGETHER with all buildings, foundations, structures, and other improvements and fixtures, erected, installed, or located in, on, or at the Land (collectively, the "Improvements"),

TOGETHER with all of Grantor's right, title, and interest, if any, in and to all easements, rights of way, and other rights appurtenant to the Land,

TOGETHER with all of Grantor's right, title, and interest, if any, to any streets and roads abutting, in front of, or adjoining the Land to the center lines thereof,

TOGETHER with the appurtenances and all of the estate and rights of the Grantor in and to the Land and the Improvements (collectively, the "Property"),

SUBJECT, HOWEVER, to all those certain encumbrances described in Exhibit B attached hereto (the "Permitted Exceptions"),

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**TO HAVE AND TO HOLD** the Property, subject to the Permitted Exceptions, unto Grantee and Grantee's heirs, successors, and assigns forever.

This Deed is an absolute, present, unconditional, and irrevocable conveyance of title, in effect as well as form, and is not intended as a mortgage, trust conveyance, or security of any kind. There is no agreement for Grantee or anyone else to reconvey the Property to Grantor under any circumstances whatsoever. This Deed is delivered pursuant to that certain Deed in Lieu of Foreclosure Agreement dated March 18, 2021, entered into between Grantor and DEAN ZANELLA ("Lender"), which is incorporated by reference in this Deed.

Grantor acknowledges, represents, and confirms that this transaction is fair and equitable based on Grantor's reasonable determination of the value and financial condition of the Property. Grantor understands the effect of the delivery of this Deed to Grantee and is acting freely and voluntarily, and is not under any coercion or duress. Grantor acknowledges, represents, and confirms that by the delivery of this Deed Grantor is not rendered insolvent and this Deed is not being delivered for the purpose of defrauding creditors or avoiding any payment of any of its debts.

It is the purpose and intent of Grantor and Grantee that any mortgage held by DEAN ZANELLA affecting the Property (the "Mortgage") shall not merge into the fee interest conveyed hereby, and such Mortgage shall remain as a good and valid mortgage, separate and apart from any other interest of Grantee or any other person in the Property.

Grantor's acknowledgments and assurances in this Deed are made to induce any title company to issue an owner's policy of title insurance in favor of the Grantee affecting the Property and are further made to protect and benefit Grantee and its successors and assigns, and all other persons who may hereafter acquire an interest in the Property.

Grantor agrees to execute any additional documents that Grantee may reasonably deem necessary or desirable to carry out the purposes hereof.

The words "Grantor" and "Grantee" shall be construed as if they read "Grantors" or "Grantees," respectively, whenever the sense of this Deed requires.


[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Grantor has duly executed this Deed the day and year first above written.

GRANTOR:

ARTHUR 7159 LLC, an Illinois limited liability company

By:   
Michael Moyer, Manager

MAIL FUTURE TAX BILLS TO:

Conant Road LLC  
2637 W. Medill Avenue  
Chicago, Illinois 60647

Property of Cook County Clerk's Office

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STATE OF ~~ILLINOIS~~ <sup>ARKANSAS</sup> )  
 ) SS

COUNTY OF ~~COOK~~ <sup>WASHINGTON</sup>

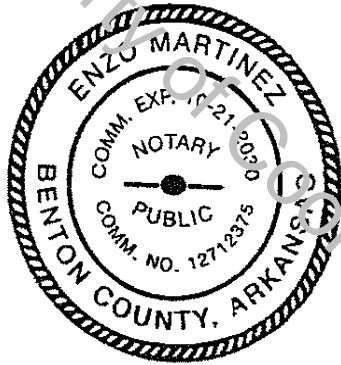
The foregoing instrument was acknowledged before me this 16 day of June, 2021, by Michael Moyer, as the Manager of ARTHUR 7159 LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager and appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said ARTHUR 7159 LLC, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16 day of June, 2021.

*Enzo Martinez*

Notary Public

My commission expires: 10-21-2020



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## EXHIBIT A Property Description

LOTS 6, 7, 8, 9, 10 AND 11 IN POWELL'S SUBDIVISION OF LOTS 12-15 IN GRAY'S SUBDIVISION OF 8 ACRES LYING EAST AND ADJOINING 25 ACRES OF PLANT ROAD IN NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Property: 2149, 2157, 2161 and 2163 N. Milwaukee Avenue  
Chicago, Illinois 60647

Permanent Index Number: 13-36-202-052-0000  
13-36-202-053-0000  
13-36-202-054-0000  
13-36-202-055-0000

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## EXHIBIT B Permitted Exceptions

1. Outstanding real estate taxes for 2018 and all subsequent years.
2. Lease made by NEW CONGRESS, LLC, an Illinois limited liability company, to AEG LIVE CHICAGO, LLC, dated on or about August 26, 2016, a memorandum of which was recorded August 26, 2016, as Document No. 1623934045.
3. Mortgage dated April 25, 2017, and recorded May 25, 2017, as Document No. 1714529024, made by ARTHUR 7159 LLC, an Illinois limited liability company, to DEAN ZANELLA, his successors or assigns, to secure an indebtedness in the amount of \$2,500,000.00.
4. Easements, covenants, conditions and restrictions of record.

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