

UNOFFICIAL COPY

Doc# 2130710306 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 11/03/2021 03:02 PM Pg: 1 of 6

Dec ID 20211101627172

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

KNOWN BY ALL THESE PRESENTS, that William O. Leatherman, Successor Trustee of the "E Jane Blew Trust Agreement dated August 1, 1995", whose address is 1165 N Hickory Ave, Arlington Heights, IL 60004, ("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 April 15, 2009, in the original principal amount of \$525,000.00 executed and delivered by Grantor to First Midwest Bank hereby grants, bargain, sells and conveys unto Secretary of Housing and Urban Development, all of the real property located in the City of Arlington Heights, Cook County, Illinois, and further described as:

LOT 20 IN BLOCK 2 IN ARLINGTON GREENS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES IN COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 1408517, IN COOK COUNTY, ILLINOIS.

Tax ID: 03-20-412-005-000 Common Address: 1165 N Hickory Ave, Arlington Heights, IL 60004

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 E. Jane Blew, as Trustee of the E. Jane Blew Trust Agreement Dated August 1, 1995 to First Midwest Bank dated April 15, 2009 and recorded on June 13, 2011 by Document Number: 1116416004, 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.

UNOFFICIAL COPY

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

William O. Leatherman
 William O. Leatherman, Successor

Trustee of the " E Jane Blew Trust Agreement dated August 1, 1995

State of Illinois
 County of Lake

This Warranty Deed was acknowledged before me on the 2nd day of September, 2021, by William O. Leatherman as his/her/their free act and deed.

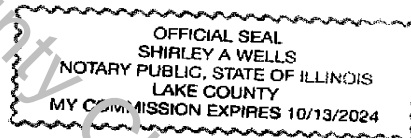
Shirley A Wells, Notary Public

My Commission Expires: 10/13/2024

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. 21IL00176-1



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: 10/7/2021

[Signature]
 Signature of Buyer, Seller or Representative

UNOFFICIAL COPY

ESTOPPEL AFFIDAVIT **EXHIBIT B**

STATE OF ILLINOIS
COUNTY OF COOK

William O. Leatherman, Successor Trustee of the "E Jane Blew Trust Agreement dated August 1, 1995, (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 Arlington Heights, Cook County, Illinois, described as:

LOT 20 IN BLOCK 2 IN ARLINGTON GREENS, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES IN COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 1408517, IN COOK COUNTY, ILLINOIS.

Tax ID # 03-20-412-005-000 Commonly known as: 1165 N Hickory Ave, Arlington Heights, IL 60004

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. William O. Leatherman, Successor Trustee of the "E Jane Blew Trust Agreement dated August 1, 1995 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 William O. Leatherman, Successor Trustee of the "E Jane Blew Trust Agreement dated August 1, 1995 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 William O. Leatherman, Successor Trustee of the "E Jane Blew Trust Agreement dated August 1, 1995 as their free and voluntary act; at the time of making the Warranty Deed William O. Leatherman, Successor Trustee of the "E Jane Blew Trust Agreement dated August 1, 1995, 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 William O. Leatherman, Successor Trustee of the "E Jane Blew Trust Agreement dated August 1, 1995 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,

UNOFFICIAL COPY

obligations, costs and charges heretofore existing under and by virtue of a certain mortgage granted by E. Jane Blew, as Trustee of the E. Jane Blew Trust Agreement Dated August 1, 1995 to First Midwest Bank dated April 15, 2009, in default on property described in the deed.

That William O. Leatherman, Successor Trustee of the "E Jane Blew Trust Agreement dated August 1, 1995 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 William O. Leatherman, Successor Trustee of the "E Jane Blew Trust Agreement dated August 1, 1995 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 William O. Leatherman, Successor Trustee of the "E Jane Blew Trust Agreement dated August 1, 1995 or, if the Warranty Deed has already been recorded, the property may be reconveyed to William O. Leatherman, Successor Trustee of the "E Jane Blew Trust Agreement dated August 1, 1995 by Quit Claim Deed. In the event that the premises are reconveyed William O. Leatherman, Successor Trustee of the "E Jane Blew Trust Agreement dated August 1, 1995 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 William O. Leatherman, Successor Trustee of the "E Jane Blew Trust Agreement dated August 1, 1995.



William O. Leatherman, Successor

Trustee of the "E Jane Blew Trust Agreement dated August 1, 1995

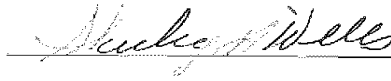
On Sept 22, 2024 before me, personally appeared William O. Leatherman, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), 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

UNOFFICIAL COPY

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. 21IL00176-1



Property of Cook County Clerk's Office

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: 9/22, 20 21

Signature: William O. Leatherman

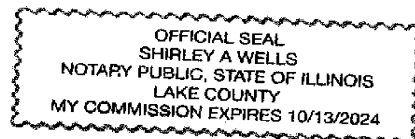
Grantor or Agent

Subscribed and sworn to before me:

By the said: William O. Leatherman

This 22nd, day of September, 20 21

Notary Public: Shirley A Wells



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: Oct 6, 20 21

Signature: [Signature]

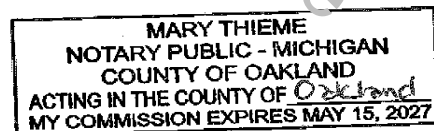
Grantee or Agent

Subscribed and sworn to before me:

By the said: Doreen Alli

This 13th, day of October, 20 21

Notary Public: Mary Thieme



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.)