Doc# 2309715001 Fee \$85.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00
KAREN A. YARBROUGH
COOK COUNTY CLERK
DATE: 04/07/2023 09:43 AM PG: 1 OF 5

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

KNOWN BY ALL THESE PRESENTS, that Josephine Phillips, a single woman, whose address is 12039 S Princeton, Chicago, IL 60628, ("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 451 7th Street SW, Washington DC, DC 20/10, ("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 July 15, 2011, in the original principal ranount of \$163,500.00 executed and delivered by Grantor to Mortgage Electronic Registration System, Inc. (MERS) solely as nominee for Urban Financial Group Inc. hereby grants, bargain, sells and conveys unto Secretary of Housing and Urban Development, all of the real property located in the City of Chicago, Cook County, Illinois, and further described as:

LOT 29 (EXCEPT THE SOUTH 20 FEET THEREOF) AND ALL OF LOT 30 AND THE SOUTH 10 FEET OF LOT 31 IN BLOCK 23, IN WEST PULLMAN, A SUBDIVISION OF THE WEST HALF OF THE NORT!! EAST QUARTER AND THE NORTH WEST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MEXIDIAN, IN COOK COUNTY, ILLINOIS.

Tax ID: 25-28-210-012-0000 Common Addres : 12039 S Princeton, Chicago , IL 60628

Together with all the benefits, privileges, easements, the ements, 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 apportenances 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 Josephine Phillips, a single woman to Mortgage Electronic Registration System, Inc. (MERS) solely as nominee for Urban Financial Group Inc. dated July 15, 2011 and recorded on August 9, 2011 by Document Number: 1122118011, 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**

Josephine Phillips

Josephine Phillips

My Commission Expires:

State of A	zon
County of	neel

This Warranty Defa was acknowledged before me on the

day of the section of

as his/her/their free act and deed.

CARINA JUNEZ
Notary Public - Arizon
Pinal County
Commission # 568552
My Comm. Expires Sep 6, 2023

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. 22IL00114-1

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:

Signature of Buyer, Seller or Representative

 REAL ESTATE TRANSFER TAX
 03-Apr-2023

 CHICAGO:
 0.00

 CTA:
 0.00

 TOTAL:
 0.00

25-28-210-012-0000 | 20230101637925 | 0-246-896-848

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

SE-28-210-012-0000   20230101637925   1-186-322-640   0.00	czoz-idw-co		ANT MATICINATION	71410770
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2309715001 Page: 3 of 5

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#### ESTOPPEL AFFIDAVIT EXHIBIT B

STATE OF ILLINOIS COUNTY OF COOK

Jose in the Phillips, a single woman , (hereinafter referred to as "borrower(s)"), being first duly sworn, denose 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 Chicago, Cook County, Illinois, described as:

LOT 29 (EXCEPT THE SOUTH 20 FEET THEREOF) AND ALL OF LOT 30 AND THE SOUTH 10 FEET OF LOT 31 IN BLOCK 23, IN WEST PULLMAN, A SUBDIVISION OF THE WEST HALF OF THE NORTH EAST QUARTER AND THE NORTH WEST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MUKIDIAN, IN COOK COUNTY, ILLINOIS. Tax ID # 25-28-210-012-0000 Commonly known as: 12039 S Princeton, Chicago, IL 60628

That this Affidavit is made to induce Lender of enter and close under the terms of the Agreement, and that they recognize that Lender will row 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. Josephine Phillips, a single woman 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 Josephine Phillips, a single woman including homested and redemption, and was not intended as a mortgage, trust, or conveyance of seculity of any kind; and that possession of the premises has been or will be voluntarily surrendered to socretary of Housing and Urban Development.

That the Warranty Deed was executed and delivered by Josephine Phillips, a single woman as their free and voluntary act; at the time of making the Warranty Deed Josephine Phillips, a single woman, 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 Josephine Phillips, a single woman 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 Josephine Phillips, a single woman to Mortgage Electronic Registration System, Inc. (MERS) solely as nominee for Urban Financial Group Inc. dated July 15, 2011, in default on property described in the deed.

That Josephine Phillips, a single woman is/are the true and lawful owner(s) of the

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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 Josephine Phillips, a single woman and they understand that if Secretary of Housing and Urban Development declines to accept delivery of the Warranty Deed or approve of the Warranty Deed may be returned to Josephine Phillips, a single woman or, if the Warranty Deed has already been recorded, the property may be reconveyed to Josephine Phillips, a single woman by Quit Claim Deed. In the event that the premises are reconveyed to sephine Phillips, a single woman 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 Josephine Phillips, a single woman.

Josephine Phillips

CARINA JUAREZ

Notary Public - Arizona
Pinal County
Commission # 568552
My Comm. Expires Sep 6, 2023

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. 22IL00114-1

2309715001 Page: 5 of 5

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#### 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:	
Signature:	Josephine Shillips Grantor or Agent
Subscribed and sworn to before me	
This 9 day of 20 72	CARINA JUAREZ Notary Public - Arizona
This 4, day of 5, 20 7 2  Notary Public:	Pinal County Commission # 568552 My Comm. Expires Sep 6, 2023

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 45 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: 9/9 , 20 77	Tś
Signature:	Car Del
Subscribed and sworn to before me:  By the said: Day of Hill	Grantee or Agent
This 9th, day of Sept, 2022 Notary Public: Krutin Carnon Offi	K. KORNOWSKI Notary Public, State of Michigan County of Oakland My Commission Expires Jul. 02, 2025 Acting in the County of Oakland

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.)