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Mail To:
Peterson, Johnson & Murray, LLC
Attn: Dominick Lanzito
200 W. Adams St., Suite 2125
Chicago, Illinois 60606

Doc#: 2403241154 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 02/01/2024 02:49 PM Pg: 1 of 7
Dec ID 20240101624528
ST/CO Stamp 1-811-094-576

DEED IN LIEU OF FORECLOSURE

THIS DEED IN LIEU OF FORECLOSURE AGREEMENT (the "Agreement") is made and entered into this 25th day of JANUARY, 2024, (the "Effective Date") by and between KENNETH W. MANNs, JR., and THE CITY OF CALUMET CITY, a municipal corporation (the "City"). Kenneth W. Manns, Jr. is individually referred herein as an "Owner." The Owner and the City are collectively referred to herein as the "Parties."

WITNESSETH

WHEREAS, Kenneth W. Manns, Jr., is the owner of record of the property commonly known as 463 Oglesby, Calumet City, Illinois, ("463 Oglesby") which is legally described as follows:

LOT 22 IN BLOCK 1 IN SIBLEY BOULEVARD ADDITION TO CALUMET CITY, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N. No.: 29-12-227-011-0000

COMMONLY KNOWN AS: 463 Oglesby Ave., Calumet City, IL 60409 ("Subject Property").

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WHEREAS, the City of Calumet City provided the premises with the service of its public work employees for maintenance and emergency board-up measures.

WHEREAS, said reasonable charges for such use and services were not paid to the City.

WHEREAS, pursuant to 65 ILCS 5/11-139-18 of the Illinois Municipal Code, on June 26, 2023, a Notice of Lien was filed on the Property in the Office of the Cook County Recorder of Deeds as Document No. 2317710080, for the reasonable charges due for maintenance and emergency board-up measures on the Subject Property.

WHEREAS, pursuant to 65 ILCS 5/11-139-8 of the Illinois Municipal Code, the City of Calumet City has a lien on the Subject Property for maintenance and emergency board-up measures (the "Lien Claim").

WHEREAS, due to violations of the City of Calumet City Municipal Code existing at the Subject Property, the City issued a total of \$7,750.00 in fines to Kenneth W. Manns, Jr. in order to address the same, which remain unpaid to date.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Owner agree as follows:

1. The City accepts title to convey the Subject Property from Owner to the City as a deed in lieu of foreclosure on the Lien Claim and unpaid fines.
2. Accepting the title conveying the Subject Property from Owner to the City, hereby

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extinguishes any and all interests and claims the City may have had in the foreclosure and collection of the Lien Claim and unpaid fines, and any proceeding regarding such foreclosure and collection shall cease.

3. The deed conveying the Property from Owner to the City releases any and all obligations owed by Owner to the City regarding the payment and satisfaction of the Lien Claim and unpaid fines.

4. The parties hereto agree that this Agreement may be executed in multiple counterparts, which may be signed and delivered separately.

5. The Agreement constitutes the entire Agreement, and supersedes any and all other Agreements, whether oral or written, between the parties. No change or modifications of this Agreement shall be valid unless the same shall be in writing and signed by the City. No waiver or suspension of any provisions of this Agreement shall be valid unless in writing and signed by the City.

6. If any portions of this Agreement shall be, for any reason, invalid or unenforceable, such portions shall be ineffective only to the extent of such invalidity or unenforceability, and the remaining portion or portions shall nevertheless be valid, enforceable and in full force and effect.


7. The foregoing recital clauses to this Agreement are true and expressly incorporated into this Agreement and are a material part thereof herein.

8. This Agreement shall be governed in all respects, whether as to the validity,

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construction, capacity, performance, or otherwise, by the laws of the State of Illinois, County of Cook.

(Intentionally Left Blank)

REAL ESTATE TRANSFER TAX
 66177 MM 11/19/24
 Calumet City • City of Homes \$ 0

Property of Cook County Clerk's Office

Exempt under provisions of Paragraph E
Section 4 Real Estate Transfer Tax Act

Date 1-31-2024
Buyer, Seller or Representative

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IN WITNESS WHEREOF, the parties have hereunder set their hands and seals on this Agreement, as herein provided, and this Agreement shall be in full force and effect on the Effective Date herein above written.

THE CITY OF CALUMET CITY

By: *Thaddeus Jones*
Thaddeus Jones, Mayor



ATTEST:

By: *Christina Signorelli*

OWNER

x *Kenneth W. Manns, Jr.*
Kenneth W. Manns, Jr.

ATTEST:

By: *Christina Signorelli*



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GRANTOR/GRANTEE AFFIDAVIT: STATEMENT BY GRANTOR AND GRANTEE

AS REQUIRED BY §55 ILCS 5/3-5020 (from Ch. 34, par. 3-5020)

GRANTOR SECTION

The **GRANTOR** or her/his agent, affirms that, to the best of her/his knowledge, the name of the **GRANTEE** shown on the deed or assignment of beneficial interest (**ABI**) in a 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 another entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

DATED: 1 | 31 | 2024

SIGNATURE: [Signature]
GRANTOR or AGENT

GRANTOR NOTARY SECTION: The below section is to be completed by the NOTARY who witnesses the GRANTOR signature.

Subscribed and sworn to before me, Name of Notary Public:

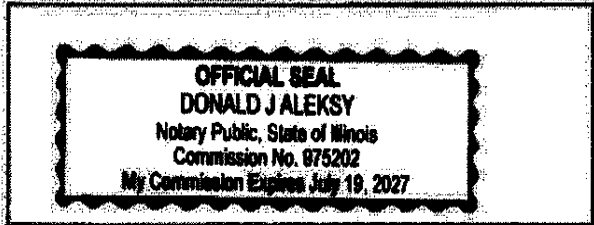
By the said (Name of Grantor): MAYOR JONES

On this date of: 1 | 31 | 2024

NOTARY SIGNATURE: [Signature]

[Signature]

AFFIX NOTARY STAMP BELOW



GRANTEE SECTION

The **GRANTEE** or her/his agent affirms and verifies that the name of the **GRANTEE** shown on the deed or assignment of beneficial interest (**ABI**) in a 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 and hold title to real estate under the laws of the State of Illinois.

DATED: 1 | 31 | 2024

SIGNATURE: [Signature]
GRANTEE or AGENT

GRANTEE NOTARY SECTION: The below section is to be completed by the NOTARY who witnesses the GRANTEE signature.

Subscribed and sworn to before me, Name of Notary Public:

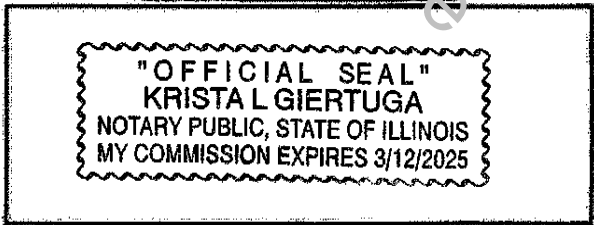
By the said (Name of Grantee): Tina Zekic

On this date of: 1 | 31 | 2024

NOTARY SIGNATURE: [Signature]

[Signature]

AFFIX NOTARY STAMP BELOW





CRIMINAL LIABILITY NOTICE
Pursuant to Section **55 ILCS 5/3-5020(b)(2)**, 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 OFFENSE**, and of a **CLASS A MISDEMEANOR**, for subsequent offenses.

(Attach to **DEED** or **ABI** to be recorded in Cook County, Illinois if exempt under provisions of the **Illinois Real Estate Transfer Act: (35 ILCS 200/Art. 31)**)

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Property of Cook County Clerk's Office

		COUNTY:	0.00
		ILLINOIS:	0.00
		TOTAL:	0.00
29-12-227-011-0000	20240101624528	1-811-094-576	