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This Document Prepared By:
Erica Crohn Minchella
Attorney at Law
7538 St. Louis Ave.
Skokie, IL 60076



Doc# 2407322121 Fee \$93.00
ILRHSP FEE:\$18.00 RPRF FEE:\$1.00
KAREN A. YARBROUGH
COOK COUNTY CLERK'S OFFICE
DATE: 3/13/2024 3:25 PM
PAGE: 1 OF 10

Property of Cook County Clerk's Office

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Quit Claim Deed

ILLINOIS STATUTORY

MAIL TO:

Minchella & Associates, Ltd.
7538 St. Louis Ave
Skokie, Illinois 60076

NAME & ADDRESS OF TAXPAYER:

Community Partners for Affordable Housing
800 S Milwaukee Ave, Ste 201
Libertyville, IL 60048

THE GRANTORS Charles Carra

of the City of Evanston, of the County of Cook, State of Illinois for and in consideration of Ten (\$10.00) DOLLARS and other good and valuable consideration(s) in hand paid, CONVEY AND QUIT CLAIM TO

CPAH CLT LLC

of the Village of Libertyville, County of Lake and the State of Illinois, all interest in the following described real estate situation in the State of Illinois, to wit:

LOT 16 (EXCEPT THE NORTH 40 FEET THEREOF) AND THE NORTH 30 FEET OF LOT 15 IN BLOCK 5 IN GRANT AND JACKSON'S ADDITION TO EVANSTON, A SUBDIVISION IN THE SOUTH PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPLE MERIDIAN, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS.

TO HAVE AND TO HOLD the above granted premises unto the party of the second part forever.

The Deed in lieu of Foreclosure ("Deed") is absolute in effect and conveys fee simple title of the premises above described to the Grantee and does not operate as a security instrument of any kind.

Grantor hereby assigns and transfers to Grantee any equity of redemption and statutory rights of redemption concerning the real property and the security instrument described below.

Grantor is not acting under any misapprehension as to the legal effect of this Deed, nor under duress, undue influence or misrepresentation of Grantee, its agents, attorney or any other person. Grantor declares that this conveyance is freely and fairly made in accord with the Estoppel Affidavit attached hereto as Exhibit A

Consideration. The Deed relates to real property secured by the following security instrument:

CITY OF EVANSTON
EXEMPTION

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SEE EXHIBIT "B" FOR DESCRIPTION OF SECURITY INSTRUMENT

No Merger. Grantor agrees and acknowledges that its entry into this Deed and the other documents contemplated hereby shall not result in a merger of Assignee's interest under the Security Instrument with Grantee's interest under the Deed. The terms, covenants, representations, and warranties of this Agreement shall not merge into the Deed but shall survive the close of the transaction contemplated hereby.

In construction this Deed and where the context so requires, the singular included the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

Representations and Warranties. Grantor represents, warrants, and acknowledges that:

He is in default of his obligations under the Security Instrument and the Note and that the unpaid principal balance thereof together with interest thereupon is immediately due and payable to Community Partners for Affordable Housing without offset, defense, or counterclaim;

The Note and Mortgage are valid and binding agreements enforceable in accordance with their terms;

TAX CONSEQUENCES: The deed in lieu of your property included some type of debt forgiveness. Federal laws regarding the taxation of debt forgiveness changed under the Mortgage Forgiveness Debt Relief Act, which exempted certain borrowers from paying income tax on debt forgiveness for certain years. That act has been modified and extended several times since its passage, and currently includes the 2007-2025 tax years. As a result, certain borrowers who received a deed in lieu that includes debt forgiveness during one of these years may not have to pay income tax on the amount forgiven. Prior to the change in the law, the amount of debt forgiven was generally considered income to you in the year forgiven, unless you qualified for an income exclusion. You may wish to consult with a tax advisor about these potential income tax consequences.

Advice of Counsel. Grantor hereby agrees, represents, and warrants that it has had advice of competent counsel of his own choosing, or has willingly forgone advice of counsel, in negotiations for and the preparation of this Deed, that it has read this Deed or has had the same read to it by his counsel, that he has had this Deed fully explained by such counsel, and that he is fully aware of its contents and legal effect.

RIGHT TO FORECLOSE

GRANTOR AGREES AND ACKNOWLEDGES THAT NOTHING CONTAINED HEREIN SHALL AFFECT, AND GRANTEE HEREBY EXPRESSLY RESERVES, THE RIGHT TO FORECLOSE THE MORTGAGE BY JUDICIAL FORECLOSURE AND, IN CONNECTION WITH ANY SUCH FORECLOSURE, GRANTOR AND/OR GUARANTOR MAY, IN GRANTEE'S SOLE DISCRETION, BE NAMED AS A PARTY DEFENDANT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR SHALL AGREE TO ANY CONSENT TO JUDGMENT (OR SIMILAR PROCESS) AVAILABLE TO GRANTEE, AND GRANTEE WILL BE PERMITTED TO SEEK, OBTAIN, AND SATISFY A JUDGMENT THAT IN ANY SUCH FORECLOSURE PROCEEDINGS, PROVIDED, HOWEVER, THAT GRANTOR AND GUARANTOR SHALL NOT BE PERSONALLY LIABLE FOR SATISFACTION OF SUCH JUDGMENT. IF GRANTEE PURSUES ITS RIGHTS UNDER THIS SECTION, IT MAY DETRIMENTALLY AFFECT GRANTOR'S CREDIT RATING.

THE GRANTOR MAY, WITHOUT PENALTY, RESCIND THE CONVEYANCE WITHIN SEVEN DAYS, EXCLUDING SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS; AND THAT SUCH RESCISSION IS EFFECTIVE UPON DELIVERY OF A WRITTEN NOTICE TO THE LENDER OR ITS AGENT OR UPON MAILING OF SUCH NOTICE TO THE LENDER OR ITS AGENT BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED.

REAL ESTATE TRANSFER TAX

13-Mar-2024



COUNTY:	0.00
ILLINOIS:	0.00
TOTAL:	0.00

10-13-211-002-0000

| 20240201630088 | 1-388-108-336

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Permanent Index Number(s): 10-13-211-002-0000

Property Address: 1941 Jackson Ave., Evanston, IL

60201 Dated this 15 day of January, 2024

Charles Carra

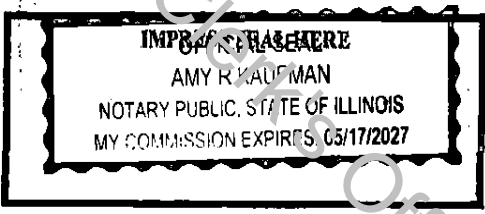
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Charles Carra personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set fo including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 15 day of January 2024

Amy R. Kaufman

Notary Public
My commission expires on 5/17/27



EXEMPT UNDER PROVISIONS OF PARAGRAPH E SECTION 4, REAL ESTATE TRANSFER ACT
DATE: 1/15/24
Charles Carra
Signature of Buyer, Seller or Representative.

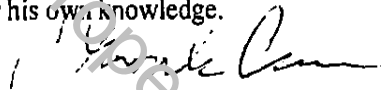
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GRANTOR(S) AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF COOK

CHARLES CARRA, named in the attached Deed in Lieu of Foreclosure, being first duly sworn upon oath, for himself, deposes and says:

That he or she has read the attached Deed in Lieu of Foreclosure and knows the contents thereof, and that every statement contained in the terms, warranties and covenants therein set forth is true or his own knowledge.

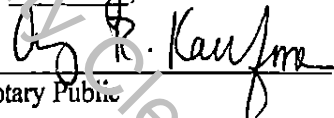


CHARLES CARRA

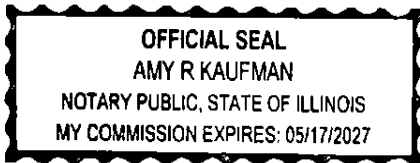
STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT **CHARLES CARRA**, personally known to me, or has produced _____, as identification, to be the same person whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15 day of January, 2024



Notary Public



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EXHIBIT "A" ESTOPPEL AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF COOK

CHARLES CARRA, being first duly sworn, depose and say: That he is the party who made, executed, delivered that certain Deed in Lieu of Foreclosure to **CPAH CLT LLC**, conveying the following described real estate, to-wit:

LOT 16 (EXCEPT THE NORTH 40 FEET THEREOF) AND THE NORTH 30 FEET OF LOT 15 IN BLOCK 5 IN GRANT AND JACKSON'S ADDITION TO EVANSTON, A SUBDIVISION IN THE SOUTH PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPLE MERIDIAN, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to **CPAH CLT LLC**, and was not and is not now intended as a security instrument of any kind; that it was the intention of affiant as Grantor in said deed to convey, and by said deed these affiants did convey to **CPAH CLT LLC**, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **CPAH CLT LLC**;

That in the execution and delivery of said deed affiants were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress.

That Grantee understands that upon execution of the Deed in Lieu of Foreclosure and this Estoppel Affidavit and accompanying documents to effectuate the recording of the Deed in Lieu of Foreclosure, the Grantor will pay the outstanding amount owed to Wintrust Bank so that there are no other liens against the property other than that of Community Partners for Affordable Housing, and no debt owed to Wintrust Bank. Additionally, Community Partners for Affordable Housing will cancel and terminate the lease on the property, and it shall be held for naught with no further obligation by the Grantor/Lessee.

The aforesaid deed was not given as a preference against any other creditor or the deponents or either of them; that at the time it was given there was no other claims subordinate to the lien of Community Partners for Affordable Housing or any other person or persons, firms or corporations, other than Wintrust Bank and Community Partners for Affordable Housing who have an interest, either directly or indirectly, in said premises; that these deponents are solvent and have no other creditors whose rights would be prejudiced by such conveyance, and that deponents are not obligated upon any bond or mortgage or other security whereby any lien has been created or exists against the premises described in said deed.

Property Address: 1941 Jackson Ave., Evanston, IL 60201

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That the consideration for said deed was and is payment to affiants of the sum of \$10.00 by Community Partners for Affordable Housing, agreement to forebear taking any action against affiants to collect on the obligations secured by the mortgage described below other than by foreclosure of that mortgage and to not seek, obtain or permit a deficiency judgment against affiants in such foreclosure action. Additionally, the lease on the property shall be deemed terminated and held for naught. The security instrument referred to herein as described as follows:

SEE EXHIBIT "B" FOR DESCRIPTION OF SECURITY INSTRUMENT

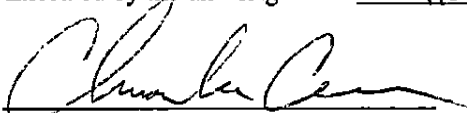
At the time of making said Deed in Lieu of Foreclosure, affiants believed and no believe that the aforesaid consideration therefore represents the fair value of the property so deeded.

This affidavit is made for the protection and benefit of **Community Partners for Affordable Housing**, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

That affiant will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

I (THE BORROWER/GRANTOR) UNDERSTAND THAT I HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED AND HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

Executed by the undersigned on January 15, 2024


CHARLES CARRA

**STATE OF ILLINOIS
COUNTY OF COOK**

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT **CHARLES CARRA**, personally known to me, or has produced _____, as identification, to be the same person whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15 day of January, 2024


Notary Public



Property Address: 1941 Jackson Ave., Evanston, IL 60201

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EXHIBIT B – DESCRIPTION OF SECURITY INTEREST

Mortgagee: Community Partners for Affordable Housing
Mortgagor: Charles Carra
Dated: 1/19/2016
Recorded: 1/27/2016
Reference: INSTRUMENT NO. 1602704017
Amount: \$10

Lessor: Community Partners for Affordable Housing
Lessee: Charles Carra
Dated 1/19/2016
Amount: \$25/month
Term: 99 years

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

Property Address: 1941 Jackson Ave., Evanston, IL 60201

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EXHIBIT C PERSONAL PROPERTY RELEASE

THIS PERSONAL PROPERTY RELEASE, made this 15 day of January 2024 between CHARLES CARRA, ("Grantor") who currently resides at 1941 Jackson Ave, Evanston, IL 60201 (the "Property") and CPAH CLT LL C ("Grantee") whose address is 800 S. Milwaukee Ave., Suite 201, Libertyville, IL 60048.

WHEREAS, Grantor agrees to vacate said Property no later than January 15, 2024 ("Vacancy Date") and to leave the property in broom clean condition free of interior and exterior trash, debris or damage and to remove all personal property from the Mortgaged Premises, Grantor agrees that Grantee and/or its successors and assigns may dispose of any personal property remaining in or on the Mortgaged Premises following the Vacancy Date in any manner and that this Personal Property Release shall be enforceable by Grantee and its successors and assigns. In consideration of Grantee's acceptance of a Deed in Lieu of Foreclosure of the Property, Grantor hereby releases and holds harmless Grantee and its servicers, representatives, agents, attorneys, Officers, Directors, employees, successor and assigns from any claim or liability, loss, costs, or expense, including reasonable attorney's fees for any and all personal property left in or on the Mortgaged Premises after the agreed upon Vacancy dated.

THE UNDERSIGNED GRANTOR HAS READ THE FOREGOING PERSONAL PROPERTY RELEASE AND UNDERSTANDS IT, AND HAS HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL AND AGREES THAT ALL COURTS AND AMBIGUITIES IN CONNECTION WITH THIS PERSONAL PROPERTY RELEASE SHALL BE CONSTRUED IN FAVOR OF THE RELEASED PARTY.

By: 

Grantor

Print name: CHARLES CARRA

Witness: 

Print name: Amy R. Kaufman

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GRANTOR/GRANTEE AFFIDAVIT: STATEMENT BY GRANTOR AND GRANTEE

AS REQUIRED BY §55 ILCS 5/3-5020 (from Ch. 34, per. 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: 01 | 17 | 2024

SIGNATURE: [Signature] - Agent for Charles Carra
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:

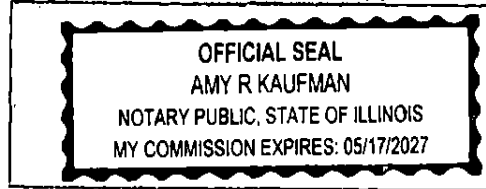
Amy R. Kaufman

By the said (Name of Grantor): Adam Picklin for Charles Carra

On this date of: 01 | 17 | 2024

NOTARY 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: 01 | 17 | 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:

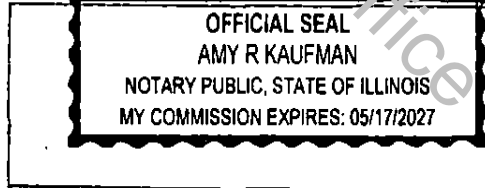
Amy R. Kaufman

By the said (Name of Grantee): Robert Anthony for CPA III CLT

On this date of: 01 | 17 | 2024

NOTARY 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)**