

WARRANTY DEED
131-560889

AFTER RECORDING RETURN
THIS INSTRUMENT TO:

(For Recorder's Use Only)

STUI 35654

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THIS INSTRUMENT WITNESSETH: that **ANDREW M. CUOMO**, Secretary of Housing and Urban Development, Washington, D.C., acting by and through the Federal Housing Commissioner, (hereinafter referred to as "Grantor") for and in consideration of the sum of **ONE DOLLAR (\$1.00)** in hand paid, and other good and valuable consideration conveys and warrants to **GEORGE F. HAENNICKE, 2707 South Clinton, Berwyn, IL 60402** hereinafter referred to as "Grantee(s)", all interest in the real estate commonly known as **2507 South Wesley Avenue, Berwyn, IL 60402**, which is legally described as follows:

Lot 17 in Oak Park Avenue Home Addition, being a Subdivision of Lot 6 in part of the West 51.49 Acres of the West 1/2 of the Northeast 1/4 and the East 41 Acres of the East 1/2 of the Northwest 1/4 of Section 30, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 2507 SOUTH WESLEY AVENUE, BERWYN, IL 60402.

PIN# 16-30-226-003

BEING the same property acquired by the Grantor pursuant to the provisions of the National Housing Act, as amended (12 USC 1701 et. seq.) and the Department of Housing and Urban Development Act (79 Stat. 667).

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SAID CONVEYANCE is made **SUBJECT** to all covenants, restrictions, easements, reservations, conditions and rights appearing of record against the above described property; also **SUBJECT** to any state of facts which an accurate survey of property would show.

"The purpose of the following covenant is to insure that the property conveyed herein is used for homeownership and is occupied as a primary residence by a police officer in accordance with the objectives of the Grantor's Officer Next Door Sales Program. Grantee, a police officer, shall own and occupy, as a primary residence, the property conveyed herein. This covenant shall be subject and subordinate to any mortgage or deed of trust executed by Grantee to finance or refinance the acquisition of the property conveyed herein and shall be extinguished upon the foreclosure of such mortgage or the conveyance of the property by deed in lieu of foreclosure. The covenants and conditions contained in this paragraph shall terminate, shall be of no further effect, and shall not be enforceable on or after [date of third year anniversary of closing] or unless terminated earlier in writing by Grantor. The acceptance of this deed by the Grantee shall constitute an acceptance of the use restrictions described in this paragraph."

SAID CONVEYANCE is also made **SUBJECT** to the Assignment Agreement between Grantee and the City of Berwyn, Illinois, requiring Grantee to reimburse the City of Berwyn, Illinois, as liquidated damages, one thirty-sixth (1/36) of the amount of the discount received by Grantee from the purchase price for the premises, said discount being \$40,000.00, for each month less than thirty-six (36) months Grantee fails to live in the premises, commencing on the date this deed is recorded; provided, however, the Assignment Agreement is subject and subordinate to any mortgage or deed of trust executed by Grantee to finance or refinance the acquisition of the property conveyed herein and shall be extinguished upon the foreclosure of such mortgage or the conveyance of the property by deed in lieu of foreclosure.

IN WITNESS WHEREOF the undersigned on this 13th day of March, 1998, has set her hand and seal as **LEAD SINGLE FAMILY HOUSING REPRESENTATIVE FOR, ILLINOIS STATE OFFICE**, Chicago, Illinois, for and on behalf of the said Secretary of Housing and Urban Development under authority and by virtue of the Code of Federal Regulations, Title 24, Chapter 11, Part. 200, Subpart. D.

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Scaled and Delivered
in the Presence of:

Andrew M. Cuomo, Secretary of
Housing and Urban Development, Washington D.C.
by Federal Housing Commissioner

[Signature]
[Signature]

[Signature]
Barbara J. Alexander - Mohammed
Lead Single Family Housing Representative
For Illinois State Office

"EXEMPT" under provisions of Paragraph (b),
Section 4, Real Estate Transfer Tax Act

5/1/98 [Signature]
Date Buyer, Seller or Representative

THIS TRANSACTION IS EXEMPT UNDER
PARAGRAPH D OF THE BERWYN CITY
CODE SEC. 888.06 AS A REAL ESTATE
TRANSACTION.
DATE 5-22-98 TELLER 16

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, BERANICE F. HARTFIELD a Notary Public in and for the County and State
aforesaid, do hereby certify that BARBARA J. ALEXANDER - MOHAMMED, who is
personally well known to me to be the duly appointed **DIRECTOR OF SINGLE FAMILY
DIVISION, ILLINOIS STATE OFFICE**, Chicago, Illinois, and the person who executed the
foregoing instrument bearing the date of May 6, 1998 by virtue of the authority vested in her
by the Code of Federal Regulations, Title 24, Chapter 11, Part. 200, Subpart. D. appeared before
me this day in person and acknowledge that she signed, sealed and delivered the same instrument
as her free and voluntary act as **DIRECTOR OF SINGLE FAMILY DIVISION, ILLINOIS
STATE OFFICE**, Chicago, Illinois, for and on behalf of ANDREW M. CUOMO, Secretary of
Housing and Urban Development, Washington, D.C., for the uses and purposes herein set forth.

Given under my hand and Notarial Seal this 6 day of May, 1998.



[Signature]
Notary Public

PREPARED BY:

PAUL S. NICOLOSI, Esquire
PHILIP A. NICOLOSI & ASSOCIATES
Attorneys at Law
190 Buckley Drive, Suite 102
Rockford, IL 61107

SEND SUBSEQUENT TAX BILLS TO:

George F. Haennicke
2507 South Wesley Avenue
Berwyn, IL 60402

