SPECIAL WARRANTY DEED

Statutory (Illinois)

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THE GRANTOR,

Q & F PROPERTIES, INC. 8207 South St. Lawrence Avenue Chicago, Illinois 60619, 99634315

6067/0176 27 001 Page 1 of 8 1999-07-01 12:15:40

Cook County Recorder

35.00



a corporation crezed and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, for and in consideration of TEN DOLLARS, in hand paid, and pursuant to authority given by the Board of Directors of said corporation, GRANTS, BARGAINS AND SELLS unto ANTHONY J. RUSSELL, 36, 8430 South Muskegon, Avenue, in the City of Chicago, County of Cook, State of Illinois 60617, the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

PARCEL 1: THE SOUTH ½ OF LOT 19 (EXCEPT SUCH PART TAKEN, CONDEMNED, DEDICATED OR USED FOR PRAIRIE AVENUE), IN HURLBUT'S SUBDIVISION OF LOTS 6 AND 7 OF CLEAVER AND TAYLORS SUBDIVISION OF THE NORTH ½ OF THE SOUTH ½ OF THE EAST ½ OF THE SOUTH WEST 1/4 AND THE NORTH ½ OF THE SOUTH ½ OF THE EAST ½ OF THE SOUTH EAST ½ OF SECTION 3, TOWNSHIP 38 NORTH & ANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 18 IN HURLBUT'S SUBDIVISION OF LOTS 6 AND 7 IN CLEAVER AND TAYLOR'S SUBDIVISION OF THE NORTH ½ OF THE SOUTH ½ OF THE EAST ½ OF THE SOUTH WEST 1/4 WITH THE NORTH ½ OF THE SOUTH ½ OF THE WEST ½ OF THE SOUTH EAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF LOT 18 TAKEN FOR WIDENING FRAIRIE AVENUE), IN COOK COUNTY, ILLINOIS.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

SUBJECT TO: See attached.

Permanent Index Number (PIN): 20-03-315-029-0000 and 20-03-315-030-0000

Address of Real Estate: 4528-4530 South Prairie, Chicago, Illinois

IN WITNESS WHEREOF, said Grantor has caused its name to be signed to these presents by its President, and attested by its Secretary, this 2nd day of April, 1999.

Q & F PROPERTIES, INC.

Plorine Stephens, President

Attest:

Florine Stephens, Secretary
Michele S. Kurlander, Assistant Secretary

BOX 333-CTI

8 X

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

Florine Stephens, personally known to me to be the President and Secretary of Q & F PROPERTIES, INC., andand Michele S. Kurlander, personally known to me to be the Assistant Secretary of said corporation. personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared

thev severally they before me this day in person and acknowledged that the signed and delivered the said instrument as such President Assistant

and/Secretary of said corporation, pursuant to authority given by the Board of Directors of said corporation as the

free and voluntary act and doed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 2 day of April, 1999.

Commission expires

OFFICIAL SEAL

) SS.

REVENUE

STEVE966

lotary Public



*

This instrument was prepared by:

Michele S. Kurlander, Three First National Plaza, Suite 2315, Chicago, IL 60602

MAIL TO:

Lindenbaum Coffman Kurlander & Brisky, Ltd. Three First National Plaza, Suite 2315 Chicago, IL 60602 RECORDER'S OFFICE BOX NO. 318

SEND SUBSEQUENT TAX BILLS TO:

Anthony J. Russell 8430 South Muskegon Avenue Chicago, Illinois 60617

RIDER ATTACHED TO AND MADE A PART OF SPECIAL WARRANTY DEED FROM Q & F PROPERTIES, INC., AN ILLINOIS CORPORATION, GRANTOR, TO ANTHONY J. RUSSELL, GRANTEE, DATED APRIL 2, 1999

SUBJECT TO:

- 1. General exclusions in the title policy to be provided to Purchaser; building, building line and use or occupancy restrictions, conditions and covenants, conditions and restrictions of record.
- 2. Real .stree taxes, special assessments and installments thereof, that are not in default as to payment, and unpaid real estate taxes for 1996 and subsequent years.
- 3. Financing scattements, chattel mortgages and liens on personalty (a) filed more than five years prior to the Closing Dece and not renewed, or (b) filed against (i) property or equipment no longer located on the Rea' Fstate, or (ii) owned by tenants.
- 4. a. Rights of utility and cable television companies to lay, maintain, install and repair pipes, lines, poles, conduits, cable poxes and related equipment on, over and under the Real Estate.
 - b. Encroachments of stoops, cell are teps, trim cornices, lintels, window sills, awnings, canopies, ledges, fences, hedges, coping and retaining walls projecting from the Real Estate over any street or highway or over any adjoining property, and encroachments of similar elements projecting from adjoining property over the Real Estate.
 - c. Revocability or lack of right to maintain vau ts coal chutes, excavations or sub-surface equipment beyond the line of the Real Estate.
 - d. Matters that would be disclosed by an inspection of the Real Estate on the Date of Execution, and the state of facts disclosed by a survey
 - e. Agreement made May 25, 1894 and recorded June 4, 1894, Book 4794, Page 460 between Josephine Cashin and Husband and Richard T. Hanrahan and Wife to a party wall on the line between the north and south 1/2 of said Lot 19.
 - f. All pending code violation proceedings, including but not limited to those per ding under case number 97 M1-403685, under case number 95 M1-401765 filed March 16, 1995 by City of Chicago whereby permanent injunction was issued on September 26, 1995, and under case number 95 M1-406568 filed November 1, 1995 by City of Chicago whereby permanent injunction was issued on February 14, 1997 ("Proceedings").
 - g. Water and/or sewer services liens in favor of the City of Chicago against the land recorded July 28, 1992 as Document Number 92553035 in the amount of \$1,834.43.
 - h. Judgments, liens and other matters against the Purchaser.
 - i. Interest of Arlee Howard and Evelyn Howard under an agreement to purchase the land.

DECLARATION OF FORFEITURE AND EXTINGUISHMENT OF ALL RIGHTS
OF PURCHASER UNDER INSTALLMENT CONTRACT FOR DEED
DATED SEPTEMBER 22, 1995 BETWEEN ARLEE HOWARD AND EVELYN
HOWARD AS "PURCHASER" AND Q&F PROPERTIES, INC., AN ILLINOIS
CORPORATION AS "SELLER" WITH RESPECT TO THE PROPERTY
COMMONLY KNOWN AS 4528-4530 S. PRAIRIE, CHICAGO, ILLINOIS

WHEREAS, the above instrument (hereinafter called the "Contract") was entered into as set forth above between Arlee Howard and Evelyn Howard (hereinafter called "Purchaser") and Q&F Properties, Inc, an Illinois Corporation (hereinafter called "Seller") with respect to the real property commonly known as 4528-4530 S. Prairie, Chicago, Illinois and legally described as follows:

Parcel One: The south ½ of Lot 19 (Except such part taken, condemned, dedicated or used for Praisie Avenue) in Hurlbut's Subdivision of Lots 6 and 7 of Cleaver and Taylor's Subdivision of the North ½ of the South ½ of the East ½ of the South West 1/4 and the North ½ of the South ½ of the West ½ of the South East ½ of Section 3, Township 3 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; and

Parcel Two: Lot 18 in Hurlbut's Subdivision of Lots 6 and 7b in Cleaver and Taylor's Subdivision of the North ½ of the South ½ of the East ½ of the South West 1/4 with the North ½ of the South ½ of the West ½ of the South East 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian (Except that part of Lot 18 taken for widening Prairie Avenue), in Cook County, Illinois.

(hereinafter referred to as the "Premises"); and

WHEREAS, on March 5, 1999 Seller, through its legal counsel, Michele S. Kurlander of Lindenbaum Coffman Kurlander & Brisky, Ltd. notified the above describe Prachaser by a written notice of its intention to declare forfeiture of all rights under the Contract by reason of the Purchaser's defaults and the Seller's rights under paragraph 19.A.1 of the Contract and such notice was served by being mailed, certified mail, addressed to the Purchaser at 601 Seller's notice. Maywood, Illinois 60153 as required under paragraph 38 of the Contract; and

WHEREAS, said notice notified Purchaser of Purchaser's rights under Paragraph 19.D. of the Contract to pay "the entire unpaid principal balance of the Purchaser Price and accrued interest then outstanding" and cure "any other defaults of a monetary nature affecting the Premises or monetary claims arising from acts or obligations of Purchaser under" the "Contract" within twenty (20) days thereafter and thereby by doing so stop the forfeiture of its rights and obtain title to the Premises; and

WHEREAS, said notice specifically notified Purchaser of the principal balance due and

listed all defaults of the Purchaser including but not limited to the amounts due with respect to taxes and insurance premiums; and

WHEREAS, more than twenty (20) days have passed since said notice was placed in the mail by certified mail addressed to Purchaser as set forth above and Purchaser has not paid the unpaid principal balance or any other sums, or contacted Seller or its legal counsel by phone or letter or any other means;

NOW, THEREFORE, as Seller under that above described Contract dated September 22, 1995, the undersigned, Q&F Properties, Inc., an Illinois Corporation,

HEREBY DECLARES THAT ALL OF THE RIGHTS OF THE SAID ARLEE HOWARD AND EVELYN FOWARD, AS PURCHASER UNDER SAID CONTRACT ARE HEREBY FORFEITED AND EXTINGUISHED, AND THAT ALL PAYMENTS MADE BY THE SAID ARLEE HOWARD AND EVELYN HOWARD AS PURCHASER UNDER SAID CONTRACT WILL BE RETAINED BY SELLER PURSUANT TO SELLER'S RIGHTS UNDER SAID CONTRACT AND THAT ALL OF THE RIGHTS OF ARLEE HOWARD AND EVELYN HOWARD AS PURCHASER THEREUNDER ARE HEREBY FORFEITED.

In Witness Whereof, Florine Stephens, President of Q&F Properties has set her hands and seal at Chicago, Illinois, this 31st day of March, 2009.

By: Lanue Stephens, President

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Florine Stephens, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this dr. in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, and as the free and voluntary act of Q & F Properties, Inc., an Illinois Corporation, as

OFFICIAL SEAL

President of said Corporation, for the uses and purposes therein set forth.

) ss.

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:03/17/02

STATE OF ILLINOIS

COUNTY OF COOK

NOTARY PUBLIC

AFFIDAVIT OF SERVICE

Jose Goodman, being duly sworn on oath, deposes and says that on the April, 1999, she served a copy of DECLARATION OF FORFEITURE AND

99634315

EXTINGUISHMENT OF ALL RIGHTS OF PURCHASER UNDER INSTALLMENT CONTRACT FOR DEED DATED SEPTEMBER 22, 1995 BETWEEN ARLEE HOWARD AND EVELYN HOWARD AS "PURCHASER" AND Q&F PROPERTIES, INC., AN ILLINOIS CORPORATION AS "SELLER" WITH RESPECT TO THE PROPERTY COMMONLY KNOWN AS 4528-4530 S. PRAIRIE, CHICAGO, ILLINOIS on ARLEE HOWARD AND EVELYN HOWARD by sending a copy thereof to the last known address of the said ARLEE HOWARD and EVELYN HOWARD, 601 s. 9TH Avenue, Maywood, Illinois 60153 by certified mail with request for return receipt from the addressee.

Jone Doodman

Office

Subscribed and Sworn to

before me this 2 nd day of

NOTARY PUBLIC

OFFICIAL SEAL
TRACY J ROBINSON
OTARY PUBLIC, STATE OF ILLINOIS

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:03/23/02

Property of Cook County Clerk's Office

Mineael.

AFFIDAVIT OF SERVICE

Joyce Goodman, being duly sworn on oath, deposes and says that on the 5th day of April, 1999, she served a copy of DECLARATION OF FORFEITURE AND EXTINGUISHMENT OF ALL RIGHTS OF PURCHASER UNDER INSTALLMENT CONTRACT FOR DEED DATED SEPTEMBER 22, 1995 BETWEEN ARLEE HOWARD AND EVELYN HOWARD AS "PURCHASEN" AND Q&F PROPERTIES, INC., ANILLINOIS CORPORATION AS "SELLER" WITH RESPECT 79 THE PROPERTY COMMONLY KNOWN AS 4528-4530 S. PRAIRIE, CHICAGO, ILLINOIS or Arlee Howard and Evelyn Howard, 601 South 9th Avenue, Maywood, IL 60153 by depositing same in the United States Mail with proper First Class postage prepaid at 70 West Madison Street, Chicago, Illinois 50602 this 5th day of April, 1999 at or about 5:00 p.m.

Jone Doodne Joyce Goodman

SUBSCRIBED AND SWORN TO

before me this 5th day of April, 1999.

Notary Public

OFFICIAL SEAL
TRACY J ROBINSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/23/02

99634315

Property of County Clerk's Office

CLEAR BELL

OPPICIAL SEAL
TRACY J ROBINSON
STATE OF BLUMORE
MY COMMISSION EXPERSIONAL SEAL
MY COMMISSIONAL SEAL
MY COMMISSIONAL

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve; manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 195 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leas as and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal properly to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement apportenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or differ at from the ways above specified, at any time or times hereafter.

In no case shall any party dealing (ni) said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be cold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, cood done and limitations contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, or st deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming 20% or them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said a mestate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or inchest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as a forexaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby air cted not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust", or "upon condition", or "with limitations", or words of similar import, in accordance with the statute in such case made and provided

THIS CONVEYANCE IS MADE PURSUANT TO DIRECTION AND WITH AUTHORITY TO CONVEY DIRECTLY TO THE TRUST GRANTEE NAMED HEREIN.

99634315