

**WARRANTY DEED
AND MEMORANDUM OF
LEASE
(INDIVIDUAL TO CORPORATION)**



MAIL TO:

Bradtke + Zimmermann
1190 S. ELMHURST Rd. Suite 200
Nt. Prospect, IL 60067

NAME & ADDRESS OF TAXPAYER:

JAMES CALZARETTA
1537 D N. Clybourn
Chicago, IL 60610

18081081S

THIS WARRANTY DEED AND MEMORANDUM OF LOT LEASE ASSIGNMENT ("Deed") is given this 29th day of August, 2000, by ROBYN L. KUNST and KENNETH R. KUNST, husband and wife, of the City of Chicago, County of Cook, State of Illinois ("Grantor"), to JAMES CALZARETTA, who currently resides at in the City of Chicago, County of Cook, State of Illinois ("Grantee").

RECITALS

1. The Housing Authority of the City of Chicago, Illinois, as landlord (the "Ground Lessor"), and Orchard Park Limited Partnership, an Illinois limited partnership, as tenant (the "Ground Lessee") have previously entered into that certain Ground Lease Agreement dated as of February 10, 1995, a memorandum of which was recorded in the Office of the Cook County Recorder of Deeds on April 27, 1995 as Document Number 95278768 as amended by that Amendment to Ground Lease dated July 1, 1996, a memorandum of which was recorded in the Office of the Cook County Recorder of Deeds on September 6, 1996 as Document Number 96683221 as further amended by that Second Amendment to Ground Lease dated December 30, 1996, a memorandum of which was recorded in the Office of the Cook County Recorder of Deeds on December 31, 1996 as Document Number 96983508 (the "Master Lease") affecting certain real property of which the Real Estate (as hereinafter defined) is a part. The term of the Master Lease expires on November 30, 2093, which term may be extended under certain conditions for an additional consecutive ninety-nine (99) year period.

2. Ground Lessee, as landlord, and Grantor, as tenant, have previously entered into that certain Residential Lot Lease dated June 30, 1997 (the "Lot Lease"). The Lot Lease leases to Grantor the real estate (except the improvements thereon), together with all rights, privileges, easements and appurtenances thereto, described in the legal description attached hereto as Exhibit A (the "Real Estate") for a terms ending one (1) day prior to the expiration of the then existing term of the Master Lease.

3. Grantor, as assignor, and Grantee, as assignee, have entered into that certain Lot Lease Assignment dated of even date herewith (the "Lot Lease Assignment"). The Lot Lease Assignment assigns to Grantee all of Grantor's rights and interests: (1) under the Lot Lease and the Declaration (as defined in the Lot Lease); (2) under the Master Lease; and (3) to all Improvements (as defined in the Master Lease).

BOX 333-CTI

4. This Deed is a memorandum of the Lot Lease Assignment. This Deed is not a complete summary of the Lot Lease or the Lot Lease Assignment. The provisions in this Deed shall not be used in interpreting the provisions of the Lot Lease or the Lot Lease Assignment.

5. The Real Estate is improved with a townhome and garage (the "Structures").

6. In connection with the assignment of the lease of the Real Estate to Grantee pursuant to the Lot Lease Assignment, Grantor desires to convey and Grantee desires to accept title to the Structures located on the Real Estate.

Now, therefore, in consideration of the foregoing Recitals (which are incorporated herein by this reference) and the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration paid by Grantee (the receipt of which Grantor acknowledges), Grantor does hereby CONVEY to Grantee the Structures located on the Real Estate.

Grantor covenants, promises and agrees, to and with Grantee, its heirs and assigns, that it has not done or permitted anything to be done to the Real Estate which would in any way encumber the Structures except as stated in this Deed. Grantor also covenants, promises, and agrees that it WILL WARRANT AND DEFEND the Real Estate against all persons making any lawful claim by, through or under Grantor, subject to the following permitted exceptions:

- (1) current non-delinquent real estate taxes and taxes for subsequent years;
- (2) special taxes or assessments for improvements not yet completed and other assessments or installments which are not due and payable at the time of Closing;
- (3) plat of subdivision affecting the Structures;
- (4) public, private and utility easements;
- (5) covenants, conditions and restrictions of record;
- (6) applicable zoning and building laws, ordinances and restrictions, as amended from time to time;
- (7) rights of public or quasi public utilities for maintenance facilities together with right of the public, the State of Illinois and the municipality in and to that part of the land lying within Weed Street;
- (8) Declaration of Easements, Restrictions and Covenants for Orchard Park.
- (9) party walls;
- (10) alleys, roads and highways (if any);

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- (11) Title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which Grantee shall remove at that time by using the loan proceeds to be paid upon delivery of this Deed;
- (12) matters over which the title insurer is willing to insure;
- (13) acts done or suffered by Grantee;
- (14) Grantee's mortgage;
- (15) terms, conditions and restrictions of the Master Lease; and
- (16) Declaration of Trust in favor of U.S Department of Housing and Urban Development affecting the fee ownership of the Ground Lessor.

Grantor has executed this Deed as of the date first written above.

Permanent Index Number(s): 17-01-101-069-0000 + 17-04-101-074-0000
Property Address: 1537D N. Clybourn, Chicago, IL 60610

Dated this 29th day of August, 2000

Robyn L. Kunst (Seal)
ROBYN L. KUNST

Kenneth R. Kunst (Seal)
KENNETH R. KUNST

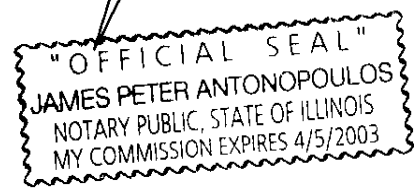
STATE OF ILLINOIS) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT ROBYN L. KUNST KENNETH R. KUNST, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 29th day of August, 2000.

James Peter Antonopoulos
Notary Public

My commission expires on 4/5 03.



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NAME & ADDRESS OF PREPARER:
JAMES P. ANTONOPOULOS
ATTORNEY AT LAW
5045 NORTH HARLEM AVENUE
CHICAGO, ILLINOIS 60656-3501

COOK CO. NO. 016
1 2 9 3 1 5

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX

SEP 18 '00

DEPT. OF REVENUE

327.50

P.B. 10776

1 5 5 8 2 3

Cook County
REAL ESTATE TRANSACTION TAX

REVENUE STAMP SEP 18 '00

P.B. 11424

163.75

★ 1 3 3 2 8 8 ★
★ CITY OF CHICAGO ★
★ REAL ESTATE TRANSACTION TAX ★

★ DEPT. OF REVENUE SEP 13 '00 ★
★ P.B. 11193 ★

★ 999.00 ★

★ 1 3 3 2 8 3 ★
★ CITY OF CHICAGO ★
★ REAL ESTATE TRANSACTION TAX ★

★ DEPT. OF REVENUE SEP 13 '00 ★
★ P.B. 11193 ★

★ 999.00 ★

★ 1 3 3 2 9 ★
★ CITY OF CHICAGO ★
★ REAL ESTATE TRANSACTION TAX ★

★ DEPT. OF REVENUE SEP 13 '00 ★
★ P.B. 11193 ★

★ 458.25 ★

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00730440



CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 ST5018081 NWA
STREET ADDRESS: 1537 D N. CLYBOURN
CITY: CHICAGO COUNTY: COOK
TAX NUMBER: 17-04-101-069-0000

LEGAL DESCRIPTION:

PARCEL 1:
LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1 OF THE CONDITIONS AND STIPULATIONS OF THE POLICY) CREATED BY INSTRUMENT (REFERRED TO HEREIN AS THE SUBLEASE), A MEMORANDUM OF WHICH WAS RECORDED JUNE 10, 1997 AS DOCUMENT NUMBER 97210870 WHICH DEMISES THE LAND BUT NOT THE IMPROVEMENTS LOCATED THEREON FOR A TERM OF YEARS BEGINNING MAY 16, 1997 AND ENDING NOVEMBER 29, 2093 BEING A SUBLEASE OF PART OF THAT LEASEHOLD ESTATE CREATED BY INSTRUMENT DATED FEBRUARY 1, 1995 (REFERRED TO HEREIN AS THE GROUND LEASE) A MEMORANDUM OF WHICH WAS RECORDED APRIL 27, 1995 AS DOCUMENT NUMBER 95278768 WHICH DEMISES THE LAND AND OTHER LAND FOR A TERM OF YEARS BEGINNING APRIL 7, 1995 AND ENDING NOVEMBER 30, 2093.

SUBPARCEL A:
LOTS 4 AND 9 IN BLOCK 1 OF ORCHARD PARK SUBDIVISION, BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 7, 1998 AS DOCUMENT NO. 98901233, IN COOK COUNTY, ILLINOIS.

SUBPARCEL B:
EASEMENT FOR INGRESS AND EGRESS IN FAVOR OF PARCEL 1 AS CREATED, DEFINED AND LIMITED BY INSTRUMENT (DECLARATION OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR ORCHARD PARK) DATED DECEMBER 30, 1996 AND RECORDED DECEMBER 31, 1996 AS DOCUMENT NUMBER 96683509 AND SUPPLEMENTAL DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR ORCHARD PARK DATED FEBRUARY 20, 1998 AND RECORDED FEBRUARY 23, 1998 AS DOCUMENT NUMBER 98142300 OVER, UPON AND ACROSS THE COMMON AREA (AS DEFINED AND DESCRIBED THEREIN).

SUBPARCEL C:
EASEMENT FOR INGRESS AND EGRESS IN FAVOR OF PARCELS 1 AND 2 AS CREATED DEFINED AND LIMITED BY INSTRUMENT (EASMENT AGREEMENT) RECORDED SEPTEMBER 6, 1996 AS DOCUMENT NUMBER 96683222 OVER UPON AND ACROSS PRIVATE STREET.

PARCEL 2:
IMPROVEMENTS (BUT NOT THE COMMON AREA IMPROVEMENTS) AS CREATED, DEFINED, AND LIMITED BY INSTRUMENT (DECLARATION OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR ORCHARD PARK) DATED DECEMBER 30, 1996 AND RECORDED DECEMBER 31, 1996 AS DOCUMENT NUMBER 96983509 LOCATED ON THE LAND.