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Cook County Recorder

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SPECIAL WARRANTY DEED

THIS INDENTURE made this March 15, 2000 between LW-GEOFF GROUP LIMITED PARTNERSHIP, an Illinois limited partnership, 833 N. Orleans Street, Suite 400, Chicago, Illinois 60610, created 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, as Grantor, and MARNY R. BERRIDGE, an unmarried woman, of 1434 W. Roscoe, #2, Chicago IL 60657, Grantee.

WITNESSETH, the Grantor, in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the Grantee, and to its heirs and assigns, FOREVER, all of the following described real estate, situated in the County of Cook and State of Illinois known and described as follows, to wit:

LEGAL DESCRIPTION:

UNIT E2 IN 4445 N. PAULINA PLACE CONDOMINIUM, AS DELINEATED ON AND DEFINED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOT 22 IN BLOCK 21 IN RAVENSWOOD, BEING A SUBDIVISION OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, AND PART OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT B TO THE DECLARATION OF CONDOMINIUM RECORDED MAY 17, 1999 AS DOCUMENT NUMBER 99475729 AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PIN: 14-18-223-003

COMMON ADDRESS: 4445 N. PAULINA, UNIT NO. E2, CHICAGO, ILLINOIS 60640

Together with all and singular the hereditament and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, And all the estate, right, title, interest, claim or demand whatsoever, unto the Grantee, either in law or in equity, of, in and to the above described premises, with the hereditament and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the Grantee, its heirs and assigns forever.

Grantor also hereby grants to Grantee, his, her or their heirs and assigns, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said real estate set forth in that certain Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for 4445 N. Paulina Place Condominium Association made the 1st day of May, 1999 and recorded on May 17, 1999 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 99475749 (the "Declaration"), and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining real estate described therein. This deed is subject to all rights, easements, covenants, restrictions and reservations contained in said

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Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein. Grantor further reserves to itself and its successors and assigns, and Grantee hereby grants to Grantor and its successors and assigns, the right to remedy as provided in ~~Paragraphs 19 and 20~~ of the Purchase Agreement dated January 18, 2000 between LW-GEOFF GROUP LIMITED PARTNERSHIP, an Illinois limited partnership and MARNY R. BERRIDGE for the purchase of the real estate (the "Purchase Agreement") the terms of which are set forth on Exhibit A, attached hereto and made a part hereof. The foregoing right of remedy herein reserved by Grantor and granted by Grantee pursuant to Paragraphs 19 and 20 of the Purchase Agreement is hereby subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the real estate described herein

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And the Grantor, for itself, and its successors and assigns, does covenant, promise and agree, to and with Grantee, his, her or their heirs and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be in any manner incumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, WILL WARRANT AND DEFEND, subject to:

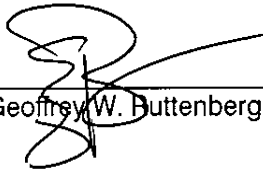
- (i) current non-delinquent real estate taxes and taxes for subsequent years;
- (ii) special taxes or assessments for improvements not yet completed and other assessments or installments thereof not due and payable at the time of closing;
- (iii) the Condominium Property Act of the State of Illinois and the Municipal Code of the City of Chicago, Section 13-72 et seq., including all amendments thereto;
- (iv) the Declaration, including all amendments and exhibits attached thereto;
- (v) public, private and utility easements recorded at any time prior to closing, including any easements established by or implied from the Declaration, or amendments thereto;
- (vi) covenants, conditions, agreements, building lines and restrictions of record;
- (vii) applicable building and zoning laws, statutes, ordinances and restrictions;
- (viii) roads and highways, if any;
- (ix) leases and licenses affecting Common Elements;
- (x) acts done or suffered by the Grantee or anyone claiming by, through or under the Grantee; and
- (xi) Grantee's mortgage.

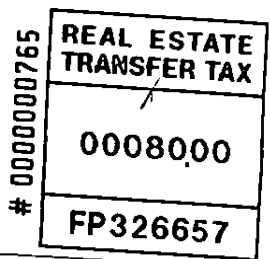
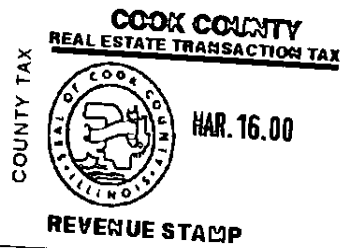
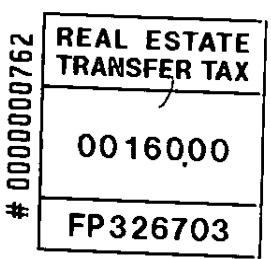
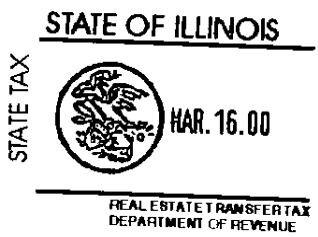
TO HAVE AND TO HOLD the same unto said Grantee, and to the proper use, benefit and behalf, forever, of said Grantee.

IN WITNESS WHEREOF, the Grantor aforesaid has hereunto set his hand and seal this March 15, 2000.

LW-GEOFF GROUP LIMITED PARTNERSHIP, an Illinois limited partnership,

BY: THE BRIXTON GROUP, LTD., its general partner

BY: 
Geoffrey W. Buttenberg, President



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

00189764

I, CAROLE GRANT, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GEOFFREY W. RUTTENBERG, personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered of said instrument as a free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and seal this 15 day of March, 2000.

Carole Grant
OFFICIAL SEAL
CAROLE GRANT
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION EXPIRES 9-25-2003

This instrument was prepared by: Jacob J. Kaufman, Esq., 833 N. Orleans St., Suite 400, Chicago, IL 60610

MAIL TO:

SEND SUBSEQUENT TAX BILLS TO:

Marny Berridge

SAME

4445 N. Paulina, E2

Chicago, IL 60640



CITY OF CHICAGO



MAR. 16.00

REAL ESTATE TRANSACTION TAX
DEPARTMENT OF REVENUE

0000000707

REAL ESTATE TRANSFER TAX
01200.00
FP326675

Property Cook County Clerk's Office

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EXHIBIT A

00189764

TO SPECIAL WARRANTY DEED DATED March 15, 2000
CONVEYING UNIT NO. E2, 4445 N. PAULINA, CHICAGO, ILLINOIS

All defined terms herein shall have their meaning assigned to them in the Purchase Agreement

20. **REMEDY.** Except for actions for breach of warranty and fraud, in the event of any legal action commenced within five (5) years after Closing by or on behalf of the Purchaser, its successors or assigns, against the Seller, its agents, servants, or any shareholder or partner (general or limited) of Seller, or any other party affiliated with Seller, for any claim or cause of action arising directly or indirectly from the purchase, or use and occupancy of the Dwelling Unit, then, at the option of the Seller, its successors and assigns, within a period of five (5) years from the date of the institution of said action, and upon sixty (60) days prior written notice to the Purchaser, the Seller, its successors and assigns, may tender back to the Purchaser the Purchase Price (plus or minus prorations of general real estate taxes, prepaid insurance premiums, monthly assessments and other similar proratable items) adjusted by the cost of all Changes, if any, plus five percent (5%) and plus the cost of any improvements made by Purchaser to the Dwelling Unit after the Closing Date (which costs shall be established by copies of paid bills and canceled checks delivered to Seller) as liquidated damages, for all damages of any kind and nature whatsoever. Purchaser shall tender title to Seller, its successors and assigns, by Special Warranty Deed, good, marketable and insurable title to the Dwelling Unit (subject only to the Permitted Exceptions, excluding acts of Purchaser, existing at Closing and any acts of Seller), a title insurance policy, and possession of the Dwelling Unit, and this transaction shall be deemed rescinded. Closing shall be effected through an escrow as described in Paragraph 7(b) hereof. Purchaser shall bear the cost of the title insurance in the amount of the purchase price set forth in this Paragraph 20. The cost of the escrow shall be paid by Seller. The Deed to be delivered on the Closing Date hereunder shall contain provisions incorporated the foregoing remedy. Seller's remedy under this Paragraph 20 is hereby subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the Dwelling Unit.

Cook County Clerk's Office