

SPECIAL WARRANTY DEED



0020132340

THIS INDENTURE, made this 28<sup>th</sup> day of January, 2002 between SOUTH CAMPUS DEVELOPMENT TEAM, L.L.C., an Illinois limited liability company, ("Grantor") and William J. Cesario, and Julianne Cesario, husband and wife, (the "Grantee"),

(The Above Space for Recorders Use Only)

WITNESSETH, that Grantor for an in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration in hand paid by Grantee, the receipt whereof is hereby acknowledged by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto Grantee, not as Tenants in common, not as Tenants by the entirety, BUT AS JOINT TENANTS, and to their successors and assigns, FOREVER, all the following described real estate, situated in the County and State of Illinois known and described as follows, to wit:

See attached Schedule 1.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either in law or equity, in and to the above-described premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises, above described, with the appurtenances, unto the Grantee, forever.

And Grantor, for itself, and its successors and assigns, does covenant, promise and agree to and with Grantee, and its successors 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 encumbered or charged, except, as herein recited; and it WILL WARRANT AND DEFEND, the said premises against all persons lawfully claiming, or to claim the same, by, through or under it, subject only to: (i) general real estate taxes not due and payable as of the date hereof; (ii) assessments or installments not due and payable as of the date hereof; (iii) applicable zoning, planned unit development and building laws, restrictions and ordinances; (iv) acts done or suffered by Grantee or anyone claiming by, through or under Grantee; (v) streets, alleys and highways; (vi) party wall agreements, if any; (vii) covenants, conditions, restrictions, permits and agreements of record,

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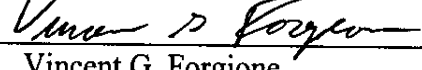
including the Declaration of Easements, Covenants and Restrictions for The University Village Homeowners' Association, dated as of January 23, 2002, and recorded as Document No. 20094785 (the "Homeowners' Declaration"); (viii) public, private and utility easements; (ix) leases and licenses, if any, affecting the Common Areas (as defined in the Homeowners' Declaration); (x) Grantee's mortgage, if any; (xi) rights of the public, the City of Chicago and the State of Illinois in and to that part of said premises taken and used for roads and highways, if any; and (xii) liens and other matters of title or survey over which Grantee's title insurer is willing to insure without cost to Grantee.

IN WITNESS WHEREOF, Grantor has caused its name to be signed to these presents by the Senior Vice President of Grantor as of the day and year first above written.

**SOUTH CAMPUS DEVELOPMENT TEAM, L.L.C.**,  
an Illinois limited liability company

By: NF3 L.L.C., an Illinois limited liability company, a member

By: New Frontier Developments, Co., an Illinois corporation, its sole Manager

By:   
Vincent G. Forgione

Its: Vice President



This instrument was prepared by:

Jeffrey M. Galkin, Esq.  
Neal, Gerber & Eisenberg  
Two North LaSalle Street, Suite 2200  
Chicago, Illinois 60602

Send Subsequent Tax Bills to:

Cesario & Walker  
211 W. Chicago Avenue  
Suite 118  
Hinsdale, Illinois 60521  
Attention: Joseph Cesario



# UNOFFICIAL COPY

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## Schedule 1

### LEGAL DESCRIPTION OF PROPERTY

#### Parcel 1:

The East 66.35 feet (as measured at rights angles) except the East 44.38 feet of the property described as follows:

That part of Block 22, in Barron's Subdivision, being a subdivision of the Northeast quarter of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded June 10, 1861 as Document Number 45427, described as follows:

Beginning at the intersection of the West line of Newberry Avenue and the South line of West 14<sup>th</sup> Place (formerly Wright Street); thence South 01 degrees 42 minutes 34 seconds East along said West line 50.51 feet; thence South 88 degrees 17 minutes 26 seconds West, along a line perpendicular to last described course 157.83 feet; thence South 01 degrees 42 minutes 34 seconds East, along a line perpendicular to last described course 17.53 feet; thence South 88 degrees 17 minutes 26 seconds West, perpendicular to last described course 57.02 feet, to a point on the East line of South Peoria Street; thence North 01 degrees 43 minutes 01 seconds West along said East line 68.51 feet to a point on the South line of West 14<sup>th</sup> Place (formerly Wright Street); thence North 88 degrees 24 minutes 57 seconds East along said South line 214.86 feet to the point of beginning, all in Cook County, Illinois.

#### Parcel 2:

Easements appurtenant to and for the benefit of Parcel 1 as described in Declaration of Easements, Covenants, Conditions, and Restrictions and Reciprocal Easements recorded January 23, 2002 as Document Number 20094785 for the University Village Homeowners Association.

COMMON ADDRESS: 835 W. 14<sup>th</sup> Place, Chicago, Illinois 60607

PERMANENT REAL ESTATE TAX INDEX NO(S): 17-20-230-006  
17-20-230-007  
17-20-230-008