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0020302508

2525/0134 45 001 Page 1 of 6

2002-03-18 11:46:58

Cook County Recorder 31.00



0020302508

Forward recorded document to:

JONATHAN LUSTIG
208 W WASHINGTON
CHICAGO, IL 60606

1412
87218
79
wood

ABOVE SPACE FOR RECORDER-S USE ONLY

SPECIAL WARRANTY DEED
(Individual)

6
6

This indenture, made this 1st day of March, 2002, between Concord City Centre L.L.C., a limited liability company 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, party of the first part, and Jonathan Lustig, 208 W. Washington, UNIT #2003, Chicago, IL 60606, party of the second part, WITNESSETH, that the party of the first part, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and good and valuable consideration in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and pursuant to authority of the Managing Member, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the party of the second part, and to _____ heirs and assigns, FOREVER, all the following described real estate, situated in the County of Cook and State of Illinois known and described as follows, to wit:

As more fully described in Exhibit A attached hereto.

Together with all and singular the hereditaments 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, of the party of the first part, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the hereditaments and appurtenances, unto the party of the second part, their heirs and assigns forever.

And the party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the party of the second part, 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, it WILL WARRANT AND DEFEND, subject to:

BOX 333-CTI

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(a) General real estate taxes for the current year not yet due and for subsequent years, including taxes which may accrue by reason of new or additional improvements during the year of Closing;

(b) Special taxes or assessments for improvements not yet completed;

(c) Easements, covenants, restrictions, agreements, conditions and building lines of record and party wall rights;

(d) Terms, provisions and conditions of the Declaration for City Centre, including all amendments and exhibits thereto, (the "Condominium Declaration")

(e) Terms, provisions and conditions of the Declaration for City Centre Club, 208 West Washington, and Washington Franklin Self Park Declaration recorded as Doc. 99530391; including all Exhibits thereto, as amended from time to time;

(f) The Illinois Condominium Property Act;

(g) Applicable zoning and building laws and ordinances;

(h) Roads and highways, if any;

(i) Unrecorded public utility easements, if any;

(j) Grantee's mortgage, if any;

(k) Plats of dedication and covenants thereof; and

(l) Acts done or suffered by as judgments against Grantee, or anyone claiming under Grantee.

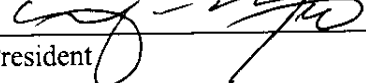
Permanent Real Estate Index Number(s):

17 09 444 003 000

Address(es) of real estate: 208 W. Washington, Unit #2003, Chicago, Illinois, IN WITNESS WHEREOF, said party of the first part has caused its name to be signed to these presents by its Managing Member the day and year first above written.

CONCORD CITY CENTRE L.L.C., an Illinois limited liability company

By: A.C. Homes Corporation VII, an Illinois corporation, Managing Member

By: 
Its: President

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THIS INSTRUMENT PREPARED
BY:

Brian Meltzer
MELTZER, PURTILL & STELLE
1515 East Woodfield Road
Suite 250
Schaumburg, Illinois 60173-5431
(847) 330-2407

STATE TAX

STATE OF ILLINOIS

 MAR. 15. 02


REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE

0000024958

REAL ESTATE TRANSFER TAX
00157.50
FP 102808

COUNTY TAX

COOK COUNTY
REAL ESTATE TRANSACTION TAX

 MAR. 15. 02

REVENUE STAMP

0000024928

REAL ESTATE TRANSFER TAX
00078.75
FP 102802

SEND SUBSEQUENT TAX BILLS TO:

JONATHAN LUSTIG
(NAME)

208 W. WASHINGTON
(ADDRESS)


Chicago, IL 60606
(CITY, STATE AND ZIP)

20302508

30034\005\0004.366

CITY TAX

CITY OF CHICAGO

 MAR. 15. 02

REAL ESTATE TRANSACTION TAX
DEPARTMENT OF REVENUE

0008012578

REAL ESTATE TRANSFER TAX
0118.125
FP 102805

LENDER: Mid America Bank, fsb.
BORROWER(S): JONATHAN S LUSTIG
PROPERTY ADDRESS: 208 W. WASHINGTON UNIT 2003
CHICAGO, IL 60606
LOAN NUMBER: 0520126013

COMPLIANCE AGREEMENT

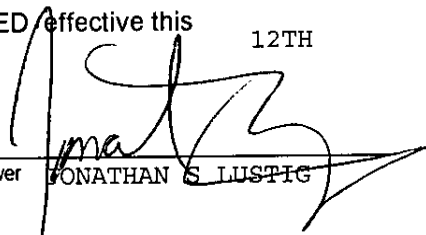
The undersigned borrower(s) for and in consideration of the above-referenced Lender this date funding the closing of this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation, or to supply any additional documents including but not limited to

if deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority or the Veterans Administration, within 30 days of request by Lender.

The undersigned borrower(s) do hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

The undersigned borrower(s) further agree that borrower(s) failure to comply with the terms of this Compliance Agreement may be deemed an event of default as described in the loan documents, and Lender, as its sole discretion, may declare borrower(s) in default under the terms of the Mortgage, and may accelerate the debt and declare the entire loan due and payable, without further notice.

DATED effective this 12TH day of MARCH 2002


Borrower JONATHAN S LUSTIG
Borrower _____

Borrower

Borrower

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EXHIBIT A

PARCEL 1: UNIT 2003 IN THE CITY CENTRE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY: SUB LOT 4 IN CANAL TRUSTEES SUBDIVISION OF LOT 7 IN BLOCK 41 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ALSO THE SOUTH 40 FEET OF LOT 8 IN BLOCK 41 IN THE ORIGINAL TOWN OF CHICAGO OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ALSO LOTS 1, 2, 3, 4, 5, 6, 7 AND THE VACATED ALLEY IN THE SUBDIVISION OF THAT PART OF LOT 8 IN BLOCK 41 AFORESAID LYING NORTH OF THE SOUTH 40 FEET THEROF, TOGETHER WITH NON-EXCLUSIVE EASEMENTS CONTAINED IN THE DOCUMENT LISTED BELOW INCLUDING BUT NOT LIMITED TO PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS FOR THE BENEFIT OF THE AFORESAID PARCEL AS CREATED BY DECALRATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS DATED JUNE 1, 1999 AND RECORDED JUNE 3, 1999 AS DOCUMENT 99530391; WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 001052700 TOGETHER WITH IT IS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

Grantor also hereby grants to the Grantee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium, aforesaid, and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.

This deed is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

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