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43 70254 55 001 Page 1 of 4 3 2002-05-31 13:25:14

2002-05-31 Cook County Recorder

27.50

## **WARRANTY DEED**

TR Wells Partners, L.P., an Illinois limited partnership, duly authorized to transact business in the State of Illinois (herein, "Grantor"), with its principal office at 1415 Sherman Avenue, Unit 101, Evanston, Illinois 60201, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt whereof is

0020613701

J.

hereby acknowledged, CONVEYS and WARRANTS to Philip A. Hoffer and Cassandra Hoffer (herein collectively) the "Grantee"), residing at 275 Shires Lane, St. Charles, Illinois, husband and wife, as TENANTS BY THE ENTIRETY and not as Joint Tenants with rights of survivorship, nor as Tenants in Common, all the following described Real Estate situated in the County of Cook, State of Illinois, to wit:

UNIT NUMBER 301 AND UNIT NUMBER P-19 AND P-20 IN THE 433 N. WELLS STREET CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: THE NORTH 23 AND 11/24THS FOLLOWING DESCRIBED TRACT OF LAND: THE NORTH 23 AND 11/24THS FOLLOWING DESCRIBED TRACT OF LAND: THE NORTH 23 AND 11/24THS FOLLOWING DESCRIBED TRACT OF LAND: THE NORTH 23 AND 11/24THS FOLLOWING DESCRIPES AND ALL OF LOT 3 IN BLOCK 8 IN NEWBERRY'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0011191247; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

TO HAVE AND TO HOLD the said Real Estate forever, SUBJECT TO:

Current general real estate taxes, taxes for subsequent years and special taxes or assessments; the Illinois Condominium Property Act, the Declaration of Condominium Ownership; applicable zoning, planned development and building laws and ordinances and other ordinances of record; acts done or suffered by Grantee or anyone claiming by through or under Grantee; coverants, conditions, agreements, building lines and restrictions of record; easements recorded at any time prior to closing, including any easements established by or implied from the Declaration of Condominium Ownership or amendments thereto and any easements provided therefor; and Grantee's mortgage, if any.

Grantor also hereby grants to the Grantee, their 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 Ownership for 433 N. Wells Street Condominium Association (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 property described therein. This deed is subject to all rights, easements, covenants, conditions, property described therein. This deed is subject to all rights, easements as through the provisions of restrictions and reservations contained in said Declaration the same as through the provisions of said Declaration were recited and stipulated at length herein.

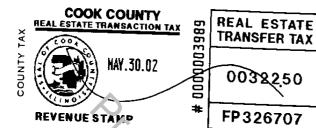


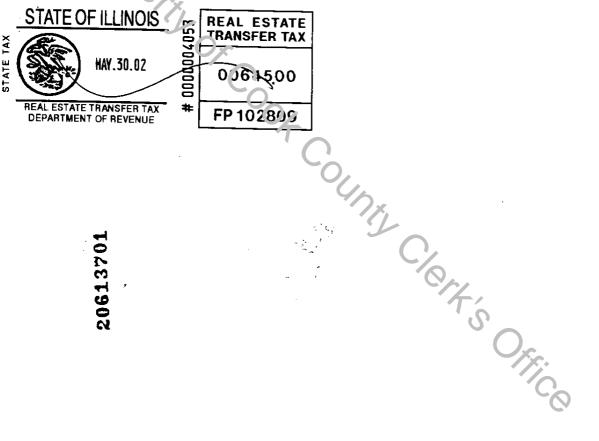


**REAL ESTATE TRANSACTION TAX** DEPARTMENT OF REVENUE

04837.50

FP 102803





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Grantor reserves to itself and its beneficiary, and their successors and assigns, and Grantee hereby grants to Grantor, the right to repurchase the Real Estate provided in paragraph 22(b) of the Amended and Restated Condominium Purchase Agreement dated April 11, 2002, between Grantor and Grantee (the "Real Estate Contract"). The right of repurchase herein reserved by Grantor (i) is hereby subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the Real Estate and (ii) shall expire upon the second anniversary of the date of recording of this deed.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed as of the 12th day of April, 2002.

TR WELLS PARTNERS, L.P., an Illinois limited partnership

By:

TR Wells, Inc., an Illinois corporation, its general partner

Attest:

**Permanent Index Numbers:** 

17-09-252 006 and 17-09-252-007 (affects the Unit and the Common

Elements).

Address of Real Estate:

433 N. Wells Streat, Units 301, P-19 and P-20, Chicago, Illinois 60610

This instrument was prepared by: Christyl L. Marsh

630 Dundee Road, Suite 120 Northbrook, IL 60062

Upon recording mail to: Heath Fear

77 W. Watter Drive Ste. 3900 433 N. Wells Street, Unit 301 Chicago, I

Send subsequent tax bills to: Phillip and Cassandra Hoffer

Chicago, IL 60610

State of Illinois

)SS

County of Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid DO HEREBY CERTIFY that Thomas A. Roszak, the President and Secretary, of TR Wells, Inc., an Illinois corporation, file general partner of TR Wells Partners, L.P., and Illinois limited partnership, personally known by me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that s/he signed, sealed and delivered the said instrument as her/his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 12th day of April, 2002.

Commission Expires:

"OFFICIAL SEAL" DIANA ANTONIO

Notary Public, State of Illinois My Commission Expires 07/28/05

## **UNOFFICIAL COPY**

EXHIBIT A TO WARRANTY DEED

from
TR Wells Partners, L.P.
to
Philip A. Hoffer and Cassandra Hoffer

Excerpt of Paragraph 22(b) of Real Estate Agreement

If Purchaser (including any of its members or managers) shall institute or initiate legal action against Seller or its general partner at any time within two (2) years subsequent to the Closing, then Seller shall have the option to repurchase the Unit from Purchaser. Seller's right shall be exercised by written notice to Purchaser at any time after Purchaser commences or joins in legal action against Seller on the following terms: (i) the price shall be the original Purchase Price, excluding Extras paid by Purchaser, plus or minus prorations of general real estate taxes and monthly assessments; (ii) Purchaser shall convey, by warranty deed, good marketable, and insurable title to the Unit to Seller, its designee, subject only to the permitted exceptions (excluding acts of Purchaser) existing at Circsing and any acts of Seller; (iii) closing of the repurchase shall be effected through an escrow as described in Paragraph 6(c) hereof; and (iv) Purchaser shall bear all costs of the escrow and title insurance in the amount of the original Purchase Price. No adjustment to the original Purchase Price shall be made for the cost of any improvements made by Purchaser to the Unit after the Closing. Seller's notifies Purchaser of its election to repurchase the Unit, then such repurchase shall be closed within thirty (30) days after the giving of Seller's notice of such election. In the event of Seller's repurchase of the Unit, as provided herein, Purchaser agrees to reconvey the Unit to Seller in the same physical condition as at Closing, except for ordinary wear and tear and improvements or betterments made by Purchaser to the Unit. Seller's right of repurchase under this Paragraph 22 (b) is hereby subordinated to the rights of the upor. holder of any mortgage or trust deed hereafter placed upon the Unit.