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9559/0896 11 081 Page 1 of 3 2002-07-23 11:37:05 Cook County Recorder 25.50



## ERIE ON THE PARK CONDOMINIUM WARRANTY DEED

This Warranty Deed is made this 19th day of July, 2002, between Smithfield Properties X, L.L.C., a limited liability company created and existing under the laws of the State of Illinois and duly authorized to transact business in the State of Illinois (the "Grantor") and Jack Kapter, 3150 N. Sheridan Road, Unit 4A, Chicago, Illinois 60657 (the "Grantee").

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and No/00 (\$10.00) Dollars and other valuable consideration in hand paid by the Grantee, the receipt whereof is hereby acknowledged, and pursuant to authority of the Manager of said limited liability contrany, by these presents does convey and warrant unto Jack Kanter, and to his 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:

Residential Unit 1104 and Parking Unit 3-16 in Erie on the Park Condominium as delineated on the survey attached as Exhibit B to the Declaration of Condominium Ovnership for Erie on the Park Condominium made by Smithfield Properties X, L.L.C. which Declaration was recorded on July 12, 2002 with the Recorder of Cook County, Illinois as Document Number 0020765722, together with its undivided percentage interest in the common elements of said condominium in the following described parcel of real estate:

A portion of Lots 6, 7, 8, 9, 10, 11, 12, 20, 21, 22, 23, 24, 25, 26 together with part of the vacated 18 foot alley adjoining said Lots in Block 12 (taken as a tract) in Higgins, Law and Comp. my's Addition to Chicago in the Northwest Quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois described as follows:

Note: The North line of said tract is "Due East-West" for the following courses: beginning at a point in the North line of said Lot 8, said point being 41.38 feet West of the Northeast corner of said Lot 7; Thence South 34 degrees 27 minutes 07 seconds East, 73.29 feet to a point in the East line of said Lot 7, said point being 60.44 feet South of the Northeast corner of said Lot 7; Thence South 0 degrees 04 minutes East along said East line of Lot 7, 3.41 feet to a point that is 36 feet North of the Southwest corner of said Lot 6; Thence South 33 degrees 44 minutes East, 43.29 feet to the Southeast corner of Lot 6; Thence South 40 degrees 29 minutes 40 seconds East, 23.67 feet to a point in the North line of said Lot 24, said point being 56.67 feet West of the Northeast corner of said Lot 26; Thence South 34 degrees 27 minutes 07 seconds East 100.34 feet to a point in the East line of said Lot 26, said point being 82.74 feet South of the Northeast corner of said Lot; Thence South 0 degrees 04 minutes East on the East line of said Lot 17.11 feet to the Southeast corner thereof; Thence due West on the South line of said tract, 89.35 feet to a point that is 54.65 feet East of the Southwest corner of said Lot 21; Thence North 34 degrees 23 minutes West 263.79 feet to a point in the North line of said Lot 12, said point being 1.94 feet East of the Northwest corner of said Lot; Thence due East on the North line of said tract, 100.68 feet to a point of beginning, in Cook County, Illinois.

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Grantor also hereby grants to the Grantee, his successors and assigns, the rights and easements set forth in said Declaration 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 the Declaration for the benefit of the remaining property therein described.

The Warranty 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.

And the Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantee, his 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 encumbered 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: (i) general real estate taxes for 2001 and subsequent years; (ii) applicable zoning and building laws and building restrictions and ordinances; (iii) acts done or suffered by the Grantee or anyone claiming by, through or under the Grantee; (iv) streets and highways, if any, (v) covenants, conditions, restrictions, easements, permits and agreements of record, including the Declaration of Condorationum; and (vi) the Condominium Property Act of Illinois.

IN WITNESS WHERFOF, Smithfield Properties X, L.L.C. has executed this Warranty Deed as of the day and year above first written.

SMITHFIELD PROPERTIES X, L.L.C., an Illinois limited liability company

By:

Wooton Construction, Ltd., its Manager

Its: Attorney in fact

This instrument was prepared by:

Charles E. Alexander, P.C. 400 W. Huron Street Chicago, Illinois 60610

After recording mail to:

Donald Martin 161 N. Clark Street, Suite 550 Chicago, Illinois 60601 Permanent Index Number:

17-09-500-018-0900; 17-09-122-006-0000

Street Address:

510 W. Erie, Units 1104 and 2-16 Chicago, Illinois 60610

Send subsequent tax bills to:

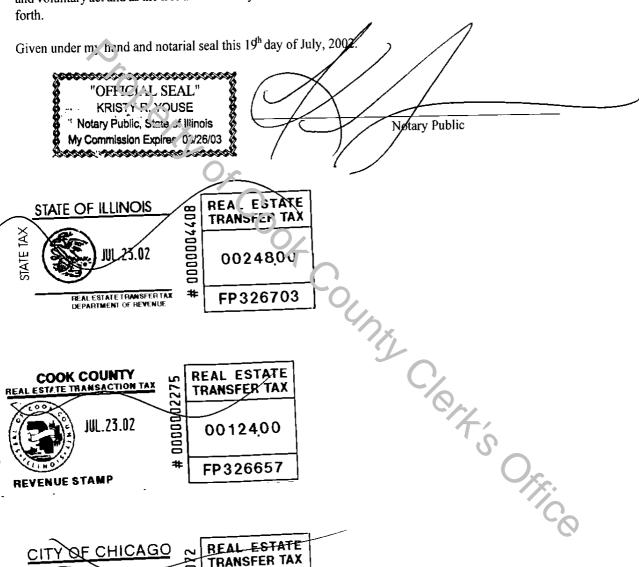
Jack Kanter 3150 N. Sheridan Road, Unit 4A Chicago, Illinois 60657



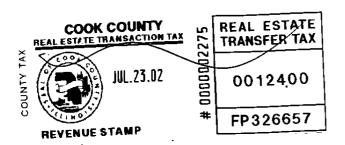
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State of Illinois	)	
	)	SS
County of Cook	)	

Kristy Youse, a Notary Public in and for said County, in the State aforesaid, does hereby certify that Charles E. Alexander, as Attorney in Fact for Wooton Construction, Ltd., as Manager of Smithfield Properties X, L.L.C. who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Attorney in Fact, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set



FP326703



REAL ESTATE TRANSFER TAX DEPARTMENT OF REVENUE

