



Chicago Title Insurance Company  
SPECIAL  
WARRANTY DEED  
LIMITED LIABILITY COMPANY  
TO  
INDIVIDUAL



FIRST AMERICAN TITLE  
69482

THE GRANTOR(S), OPTIMA CENTER EVANSTON LIMITED PARTNERSHIP, An Illinois Limited Partnership, 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, of the Village of Glencoe, County of Cook, State of Illinois for and in consideration of TEN & 00/100 DOLLARS, and other good and valuable consideration in hand paid, CONVEY(S) and Warrant(s) to Louis S. Cagnina and Celeste L. Case, husband and wife, not as joint tenants, not as tenants in common, but as tenants by the entirety.

(GRANTEE'S ADDRESS) 1 E. Delaware Pl., #17, Chicago, IL 60611  
of the County of Cook, all interest in the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

SEE LEGAL DESCRIPTION ATTACHED, EXHIBIT "A"  
SUBJECT TO: SEE ATTACHED EXHIBIT "A"

Permanent Real Estate Index Number(s): 11-18-311-036; 11-18-311-037  
Address(es) of Real Estate: Unit 905, 1580 Sherman Ave., Evanston, Illinois 60201

In Witness Whereof, said party of the first part has caused its name to be signed to these presents by DAVID C. HOVEY, Manager of OPTIMA CENTER EVANSTON DEVELOPMENT, L.L.C., an Illinois Limited Liability Company, General Partner of OPTIMA CENTER EVANSTON LIMITED PARTNERSHIP, An Illinois Limited Partnership, this 24th day of July, 2002

OPTIMA CENTER EVANSTON LIMITED PARTNERSHIP  
An Illinois Limited Partnership

BY: OPTIMA CENTER EVANSTON DEVELOPMENT, L.L.C.  
An Illinois Limited Liability Company, its General Partner

BY: [Signature]  
DAVID C. HOVEY, MANAGER

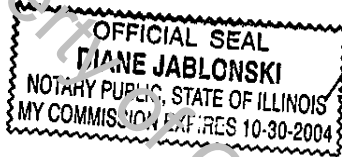
332

# UNOFFICIAL COPY

STATE OF ILLINOIS, COUNTY OF LAKE ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT DAVID C. HOVEY, personally known to me to be the duly authorized Manager of OPTIMA CENTER EVANSTON DEVELOPMENT, L.L.C., an Illinois Limited Liability Company, as General Partner of OPTIMA CENTER EVANSTON LIMITED PARTNERSHIP, an Illinois Limited Partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 24th day of JULY, 2002



*Diane Jablonski* (Notary Public)

Prepared By: Richard J. Nakon  
121 East Liberty Street, Suite 3  
Wauconda, Illinois 60084

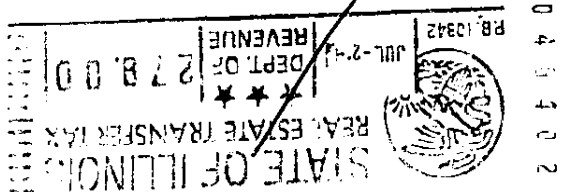
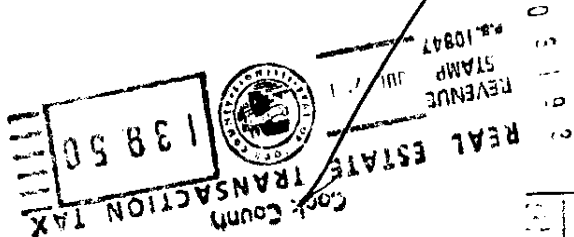
Mail To: **MAILED TO**  
John J. O'Leary  
20 N. Clark St., #1725  
Chicago, IL 60602

**CITY OF EVANSTON 011567**  
Real Estate Transfer Tax  
City Clerk's Office

PAID JUL 23 2002 AMOUNT \$ 1395.00

Name & Address of Taxpayer:

Agent CMD



**UNOFFICIAL COPY**

0020838118

**PARCEL 1:**

UNIT 905, IN THE OPTIMA TOWERS EVANSTON CONDOMINIUM, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT, IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS DELINEATED ON A SURVEY ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS, RESTRICTIONS AND COVENANTS, RECORDED MARCH 22, 2002 AS DOCUMENT 0020329861, AS AMENDED FROM TIME TO TIME, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, FOR INGRESS AND EGRESS, AS DEFINED AND DELINEATED IN THE OPERATING AGREEMENT AND DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS, RECORDED MARCH 7, 2002 AS DOCUMENT 0020263492

**PARCEL 3:**

EXCLUSIVE RIGHT TO USE PARKING SPACE P-112 AS A LIMITED COMMON ELEMENT AS DEFINED AND DELINEATED IN THE DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS, RESTRICTIONS AND COVENANTS RECORDED MARCH 22, 2002 AS DOCUMENT 0020329861, AS AMENDED FROM TIME TO TIME, IN COOK COUNTY, ILLINOIS.

GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, RIGHTS AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT DESCRIBED HEREIN, RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID UNIT SET FORTH IN THE DECLARATION OF CONDOMINIUM; AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS AS THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN. THIS DEED IS SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION ARE RECITED AND STIPULATED AT LENGTH HEREIN.

**Subject to:**

(a) current general real estate taxes, taxes for subsequent years and special taxes or assessments; (b) the Act; (c) the Declaration; (d) applicable zoning, planned development and building laws and ordinances and other ordinances of record; (e) encroachments onto the Property, if any; (f) acts done or suffered by Purchaser or anyone claiming by, through or under Purchaser; (g) covenants, conditions, agreements, building lines and restrictions of record as of the Closing Date; (h) easements recorded at any time prior to Closing, including any easements established by or implied from the Declaration or amendments thereto and any easements provided therefor; (i) rights of the public, the local municipality and adjoining contiguous owners to use and have maintained any drainage ditches, feeders, laterals and water detention basins located in or serving the Property, (j) roads or highways, if any; (k) Purchaser's mortgage, if any; (l) liens, encroachments and other matters over which "Title Company" (hereinafter defined) is willing to insure at Seller's expense; and (m) liens or encumbrances of a definite or ascertainable amount which may be removed at the time of Closing by payment of money at the time of Closing.