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2002-09-06 10:32:49
Cook County Recorder 38.50

Adrian Tabangay
2 N. LaSalle St. #1900
Chicago, IL 60602



SPECIAL WARRANTY DEED

THIS INDENTURE made this 29th day of August, 2002 between 445 W. ROSLYN LLC, an Illinois limited liability company, 833 North Orleans Street, Suite 400, Chicago, Illinois 60610, 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, as GRANTOR, and John Rachel and Mia Song, of 345 West Fullerton Parkway, #2702, Chicago, Illinois, as joint tenants and also as tenants in common, as GRANTEE.

WITNESSETH, the Grantor, in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the Grantee, and to their heirs and assigns, FOREVER, all of the following described real estate, situated in the County of Cook and State of Illinois known and described as follows, to wit:

SEE THE ATTACHED "EXHIBIT A" (LEGAL DESCRIPTION)

TAX PARCEL IDENTIFICATION NUMBERS: 14-28-321-006-0000 (AFFECTS PARCEL 1)
14-28-322-044-1267 (AFFECTS PARKING UNIT 128); AND
14-28-322-044-1268 (AFFECTS PARKING UNIT 129)

COMMONLY KNOWN AS: UNIT 3W AT 445 WEST ROSLYN PLACE, CHICAGO, ILLINOIS 60614, AND
PARKING UNITS 128 AND 129 AT 2431 NORTH CLARK STREET, CHICAGO, ILLINOIS 60614

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, unto the Grantee, either in law or in 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 appurtenances, unto the Grantee, its heirs and assigns forever.

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MS
01021807
10F3

Grantor also hereby grants to Grantee, his, her or their heirs and assigns, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said real estate set forth in that certain Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for 441-445 W. Roslyn Place Condominium dated the 1st day of August, 2002, and recorded on August 15, 2002, in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 0020899110, as amended from time to time (the "Declaration"), and for Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Lincoln Park Garage Condominium recorded on January 29, 1999, in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 99097240, as amended from time to time (the "Garage Declaration") and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration and the Garage Declaration for the benefit of the remaining real estate described therein. This deed is subject to all rights, easements, covenants, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration and Garage Declaration were recited and stipulated at length herein. Grantor further reserves to itself and its successors and assigns, and Grantee hereby grants to Grantor and its successors and assigns, the right to remedy as provided in Paragraphs 19 and 20 of the Purchase Agreement dated April 15, 2002, between 445 W. ROSLYN LLC, an Illinois limited liability company and John Rachel and Mia Song for the purchase of the real estate (the "Purchase Agreement") the terms of which are set forth on Exhibit B, attached hereto and made a part hereof. The foregoing right of remedy herein reserved by Grantor and granted by Grantee pursuant to Paragraphs 19 and 20 of the Purchase Agreement is hereby subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the real estate described herein.

And the Grantor, for itself, and its successors and assigns, does covenant, promise and agree, to and with Grantee, his, her or 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 GRANTOR WILL WARRANT AND DEFEND the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, subject to the following provided that the same do not interfere with Grantee's use or access of the Dwelling Unit or the Parking Units:

- (a) current non-delinquent real estate taxes and taxes for subsequent years;
- (b) INTENTIONALLY DELETED;
- (c) the Condominium Property Act of the State of Illinois and the Municipal Code of the City of Chicago, Section 13-72 et seq., including all amendments thereto;
- (d) the Declaration, and the Garage Declaration, including all amendments and exhibits attached thereto;
- (e) public, private and utility easements recorded at any time prior to closing, including any easements established by or implied from the Declaration, and the Garage Declaration, or amendments thereto;
- (f) covenants, conditions, agreements, building lines and restrictions of record;
- (g) applicable building and zoning laws, statutes, ordinances and restrictions;
- (h) roads and highways, if any;
- (i) leases and licenses affecting Common Elements;
- (j) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of Closing and which the Seller shall so remove at that time by using the funds to be paid upon delivery of this Deed;
- (k) matters over which the Title Company (as hereinafter defined) is willing to insure;
- (l) acts done or suffered by the Purchaser or anyone claiming by, through or under Purchaser, and
- (m) Purchaser's mortgage, if any.

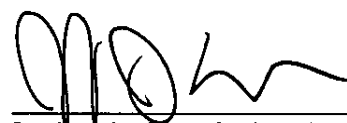
TO HAVE AND TO HOLD the same unto said Grantee, and to the proper use, benefit and behalf, forever, of said Grantee.

IN WITNESS WHEREOF, Grantor has caused its name to be signed the date and year first above written.

445 W. ROSLYN LLC, an Illinois limited liability company

BY: BELGRAVIA GROUP, LTD., an Illinois corporation, its manager

By:



Jacob J. Kaufman, Senior Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Jacob J. Kaufman, Senior Vice President of BELGRAVIA GROUP, LTD., an Illinois corporation, manager of 445 W. ROSLYN LLC, an Illinois limited liability company, Grantor, personally known 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 and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said Grantor, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29th day of August, 2002.



[Signature]

Notary Public


THIS INSTRUMENT WAS PREPARED BY RUTTENBERG & RUTTENBERG, 833 N. Orleans, Suite 400, Chicago, IL 60610


Send Subsequent Tax Bills To:

John Rachel & Mia Song

445 W. Roslyn Place, Unit 3W

Chicago, IL 60614

CITY OF CHICAGO	
CITY TAX  REAL ESTATE TRANSACTION TAX DEPARTMENT OF REVENUE	SEP. - 3.02
	# 0000004261
	REAL ESTATE TRANSFER TAX 05625.00 FP326675

COOK COUNTY	
COUNTY TAX  REAL ESTATE TRANSACTION TAX REVENUE STAMP	SEP. - 3.02
	# 0000002466
	REAL ESTATE TRANSFER TAX 00375.00 FP326657


STATE OF ILLINOIS	
STATE TAX  REAL ESTATE TRANSFER TAX DEPARTMENT OF REVENUE	SEP. - 3.02
	# 0000004604
	REAL ESTATE TRANSFER TAX 00750.00 FP326703

EXHIBIT A
(Legal Description)

Parcel I:

Unit 3W in the 441-445 W. Roslyn Place Condominium as delineated and defined on the plat of survey of the following described parcel of real estate:

The Westerly Thirty Eight (38) feet of Lot Twenty Seven (27) and the Easterly Twenty (20) feet of Lot Twenty Eight (28) in Goudy and Goodwillie's Subdivision of Lots Two (2), Three (3) and Four (4) in Assessor's Division of Block Four (4) in Outlot "B" in Wrightwood in Section Twenty Eight (28), Township Forty (40) North, Range Fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois.

Which survey is attached as Exhibit "B" to the Declaration of Condominium recorded August 15, 2002, as document number 0020899110, as amended from time to time, together with its undivided percentage interest in the common elements.

Parcel II:

Units 128 and 129 in the Lincoln Park Garage Condominium as delineated and defined on the plat of survey of the following described parcel of real estate:

Lot 2 in R. Lotholz's Subdivision of Lots 6 and 7 in Baird's Lincoln Park Addition to Chicago, being a subdivision of the South East 1/4 of the South West 1/4 of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded March 11, 1907 as document number 4001675, in Book 95, Page 17, in Cook County, Illinois; and the Southerly 102 feet 1/2 inch of the Westerly 215 feet of Lot 4 in Baird's Lincoln Park Addition to Chicago, being a subdivision in the South East 1/4 of the South West 1/4 of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, except, Parcels 1, 2 and 3 described as follows:

Parcel 1:

Commercial Property "A":

The property and space at the first floor of a 2 story and basement building at 2413-2433 North Clark Street, Chicago, Illinois, lying between horizontal planes at elevation of 21.50 feet and 32.76 feet City of Chicago datum, and lying within the following described boundaries of that part of the Southerly 102 feet 1/2 inch of the Westerly 215 feet of lot 4 in Baird's Lincoln Park Addition to Chicago, being a Subdivision in the South East 1/4 of the South West 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, described as follows: commencing at a point on the Easterly line of North Clark Street and the Westerly line of Lot 4, 1.28 feet Southerly of the Northerly line of the Southerly 102 feet 1/2 inch of said Lot 4; thence Southerly on the Westerly line of said Lot 4, 15.78 feet; thence Easterly at right angles 17.61 feet; thence Northerly at right angles, 1.50 feet; thence Easterly at right angles, 1.40 feet; thence Southerly at right angles, 1.25 feet; thence Easterly at right angles, 10.65 feet; thence Northerly at right angles, 4.64 feet; thence Easterly at right angles, 6.78 feet; thence Southerly at right angles, 3.30 feet; thence Easterly at right angles, 0.64 feet; thence Southerly at right angles, 0.83 feet; thence Easterly 19.20 feet to a point 56.18 feet Easterly of the Westerly line of said Lot 4 and 14.41 feet Southerly of the Northerly line of the Southerly 102 feet 1/2 inch of said Lot 4; thence Northerly parallel to the Westerly line of said Lot 4, 1.84 feet; thence Easterly at right angles, 1.06 feet; thence Southerly at right angles, 1.84 feet thence Easterly at right angles, 11.44 feet; thence Northerly at right angles, 13.11 feet to a point 1.30 feet Southerly of the Northerly line of the aforesaid Southerly 102 feet 1/2 inch of Lot 4; thence Westerly, 68.68 feet to the place of beginning, in Cook County, Illinois.

Parcel 2:

Commercial Property "B":

The property and space at the first floor of a 2 story and basement building at 2413-2433 North Clark Street, Chicago, Illinois, lying between horizontal planes at elevation 21.50 feet and 32.83 feet, City of Chicago Datum, and lying within the following described boundaries of that part of the Southerly 102 feet 1/2 inch of the Westerly 215 feet of Lot 4 in Baird's Lincoln Park Addition to Chicago, being a subdivision in the South East 1/4 of the South West 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, described as follows: Commencing at a point on the East line of North Clark Street and the West line of said Lot 4, 37.15 feet Southerly of the Northerly line of the aforesaid Southerly 102 feet 1/2 inch of said Lot 4; thence Easterly at right angles to said lot line, 1.95 feet; thence Northerly at right angles, 2.57 feet; thence Easterly at right angles, 15.66 feet; thence Southerly at right angles, 1.72 feet; thence Easterly at right angles, 1.75 feet; thence Northerly at right angles, 1.72 feet; thence Easterly at right angles, at right angles 16.33 feet; thence Southerly at right angles, 1.55 feet; thence Easterly at right angles, 1.72 feet; thence Northerly at right angles, 1.55 feet; thence Easterly 5.56 feet to a point 43.23 feet Easterly of the Westerly line of said Lot 4 and 35.86 feet Southerly of the Northerly line of the Southerly 102 feet 1/2 inch of said Lot 4; thence Easterly, 5.62 feet to a point 47.13 feet Easterly of the Westerly line of said Lot 4 and 39.90 feet South of the Northerly line of the Southerly 102 feet 1/2 inch of said Lot 4; thence Easterly parallel to the Northerly line of said southerly 102 feet 1/2 inch of said Lot 4, 5.80 feet; thence Northerly at right angles, 2.98 feet; thence Easterly, 3.17 feet to a point 56.06 feet Easterly of the Westerly line of said Lot 4 and 37.42 feet Southerly of the Northerly line of said Southerly 102 feet 1/2 inch of said Lot 4; thence Southerly parallel to the Westerly line of said lot 4, 1.75 feet; thence Easterly at right angles, 1.75 feet; thence Northerly at right angles, 1.75 feet; thence Easterly at right angles, 19.57 feet; thence southerly at right angles, 2.11 feet; thence Easterly at right angles, 1.26 feet; thence Northerly at right angles, 2.11 feet; thence Easterly at right angles, 2.02 feet; thence Southerly at right angles, 1.17 feet; thence Easterly at right angles, 1.24 feet to a point 99.90 feet Easterly of the Westerly line of said Lot 4; thence Southerly parallel to the Westerly line of said Lot 4, 23.85 feet; thence Westerly at right angles, 1.20 feet; thence Southerly at right angles, 2.15 feet; thence Easterly at right angles, 1.20 feet; thence Southerly at right angles, 22.93 feet; thence Westerly at right angles, 1.06 feet; thence Southerly at right angles, 1.82 feet; thence Easterly at right angles, 1.06 feet; thence Southerly at right angles, 5.31 feet; thence Westerly at right angles, 1.20 feet; thence Southerly at right angles, 6.20 feet to a point 100.87 feet Southerly of the Northerly line of the Southerly 102 feet 1/2 inch of said Lot 4; thence Westerly, 98.70 feet to a point in the Westerly line of said Lot 4, 100.82 feet Southerly of the Northerly line of the Southerly 102 feet 1/2 inch of said Lot 4; thence Northerly on the Westerly line of said Lot 4, 63.67 feet to the place of beginning.

Parcel 3:

Commercial Property "C":

The property and space at the first floor of a 2 story building at 2413-2433 North Clark Street, Chicago, Illinois, lying between horizontal planes at elevation of 22.00 feet and 35.87 feet, City of Chicago datum, and lying within the following described boundaries of that part of Lot 2 in R. Lotholz's subdivision of Lots 6 and 7 n Baird's Lincoln Park Addition to Chicago, being a subdivision of the South East 1/4 of the South West 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded March 11, 1907, as document number 4001675, in Book 95, Page 17, in Cook County, Illinois, described as follows: commencing at a point on the East line of North Clark Street and the West line of said Lot 2, 100.08 feet Northerly of the South West Corner of said lot 2; thence Southerly on the Westerly line of said Lot 2, 99.02 feet; thence Easterly on a line 1.06 feet Northerly of and parallel to the Southerly line of said Lot 2, 88.82 feet; thence Northerly at right angles, 2.45 feet; thence Easterly at right angles, 39.16 feet; thence Northerly at right angles, 7.53 feet; thence Easterly at right angles, 28.05 feet; thence Northerly at right angles, 18.15 feet; thence Easterly at right angles, 7.04 feet; thence Northerly at right angles, 7.37 feet; thence Westerly at right angles, 7.04 feet; thence Northerly at right angles, 15.98 feet to a point 52.54 feet North of the South line

of said Lot 2; thence Westerly parallel to the South line of said Lot 2, 6.07 feet; thence Westerly on a curve convex to the South, radius of 1.0 feet, 1.45 feet to a point on said line 52.54 feet North of the South line of said Lot 2; thence Westerly on said parallel line, 18.33 feet; thence Westerly on a curve convex to the South, radius of 1.0 feet, 1.45 feet to a point on said parallel line; thence westerly on said parallel line, 19.63 feet; thence Easterly on a curve convex to the South, radius of 1.0 feet, 1.45 feet to a point on said parallel line; thence Westerly on said parallel line, 0.10 feet; thence Northerly at right angles, 3.96 feet; thence Westerly at right angles, 13.01 feet; thence Northerly at right angles, 4.80 feet; thence Easterly at right angles, 5.03 feet; thence Northerly, 37.50 feet to a point 99.92 feet East of the West line and 99.80 feet North of the South line of said Lot 2; thence Westerly on a line parallel to the North line of said Lot 2, 7.20 feet; thence Northerly at right angles, 0.40 feet; thence Westerly at right angles, 5.65 feet; thence Northerly at right angles, 1.16 feet; thence Westerly at right angles, 18.10 feet; thence Southerly at right angles, 1.16 feet; thence Westerly at right angles, 4.08 feet; thence Northerly at right angles, 0.88 feet; thence Westerly parallel to the Northerly line of said Lot 2, 15.45 feet; thence Southerly at right angles, 0.088 feet; thence Westerly at right angles, 4.85 feet; thence Northerly at right angles, 0.88 feet; thence Westerly parallel to the Northerly line of said Lot 2, 17.34 feet; thence Southerly at right angles, 1.54 feet; thence Westerly at right angles, 4.65 feet; thence Northerly at right angles 1.54 feet; thence Westerly, 22.50 feet to the place of beginning, in Cook County, Illinois.

Which survey is attached as Exhibit "B" to the Declaration of Condominium recorded January 29, 1999 as document number 99097240, as amended from time to time, together with its undivided percentage interest in the common elements.

Parcel III:

Easement appurtenant for the benefit of Parcel II for structural support as created by the Declaration of Covenants, Conditions, Restrictions and Easements dated April 28, 1998 between LaSalle National Bank, as Trustee under Trust Number 102880 and American National Bank and Trust Company of Chicago, as Trustee under Trust Number 123515-08 recorded May 12, 1998 as document number 98391079 over the land described therein.

TAX PARCEL IDENTIFICATION NUMBERS:

14-28-321-006-0000 (AFFECTS PARCEL I);
14-28-322-044-1267 (AFFECTS PARKING UNIT 128); AND
14-28-322-044-1268 (AFFECTS PARKING UNIT 129)

COMMONLY KNOWN AS:

UNIT 3W AT 445 WEST ROSLYN PLACE, CHICAGO, ILLINOIS 60614, AND
PARKING UNITS 128 AND 129 AT 2431 NORTH CLARK STREET, CHICAGO, ILLINOIS 60614

EXHIBIT B

TO THAT SPECIAL WARRANTY DEED DATED 29TH DAY OF AUGUST, 2002 CONVEYING DWELLING UNIT NO. 3W IN THE 441-445 W. ROSLYN PLACE CONDOMINIUM AT 445 WEST ROSLYN PLACE, AND PARKING UNITS NO. 128 AND 129 IN THE LINCOLN PARK GARAGE CONDOMINIUM AT 2431 NORTH CLARK STREET, CHICAGO, ILLINOIS

All defined terms herein shall have their meaning assigned to them in the Purchase Agreement

19. RIGHT OF REPURCHASE.

(a) Purchaser hereby represents and warrants as of the date hereof and as of the Closing Date that Purchaser is acquiring the Dwelling Unit and Parking Units for personal use and not for resale or lease and that in acquiring the Dwelling Unit and Parking Units, Purchaser is not acting as agent or nominee for any undisclosed party. Purchaser hereby grants Seller a right to repurchase the Dwelling Unit and Parking Units on the terms and conditions hereinafter set forth. In the event Purchaser does not reside in the Dwelling Unit within seven (7) months after the Closing Date, or if within one (1) year after the Closing Date Purchaser contracts to sell or lease the Dwelling Unit and Parking Units, Seller shall have the right to repurchase the Dwelling Unit and Parking Units; provided, however, that such Seller shall have no such right if such failure to so reside in the Dwelling Unit or sale or lease is a result of Purchaser's death, disability, divorce, separation or job-related transfer. Purchaser shall notify Seller in writing not more than thirty (30) days subsequent to the execution of such a proposed sale or lease, which notice shall contain the name and address of the proposed purchaser or tenant and shall contain a copy of the proposed contract of sale or lease, including the conditions of such sale or lease. Seller shall have the right to repurchase the Dwelling Unit and Parking Units, which right shall be exercised by written notice to Purchaser within thirty (30) days after receipt of said notice from Purchaser, or within thirty (30) days after such seven (7) month period, on the following terms: (i) the price shall be the Repurchase Price (as hereinafter defined), plus or minus prorations of general real estate taxes, prepaid insurance premiums, monthly assessments and other similar proratable items; (ii) Purchaser shall convey, by Special Warranty Deed, good, marketable and insurable title to the Dwelling Unit and Parking Units to Seller, or its designee, subject only to the Permitted Exceptions (excluding acts of Purchaser) existing at Closing and any acts of Seller; (iii) closing of the repurchase shall be effected through an escrow as described in Paragraph 7(b) hereof; and (iv) Purchaser shall bear all costs of the escrow and title insurance in the amount of the Repurchase Price. The Repurchase Price shall be the Purchase Price set forth in Paragraph 2 in the Purchase Agreement, adjusted by the costs of all Changes pursuant to Paragraph 4 of the Purchase Agreement, if any, plus the cost of any improvements made by Purchaser to the Dwelling Unit and Parking Units after the Closing Date, which costs shall be established by copies of paid bills and canceled checks delivered to Seller either at the time of giving of Purchaser's thirty (30) day notice to Seller or within thirty (30) days after such seven (7) month period. If Seller notifies Purchaser within the aforesaid thirty (30) day period of its election to purchase the Dwelling Unit and Parking Units, 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 Dwelling Unit and Parking Units, as provided herein, Purchaser agrees to reconvey the Dwelling Unit and Parking Units 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 Dwelling Unit and Parking Units.

(b) If Seller gives written notice to Purchaser within said thirty (30) day period that it does not elect to execute said repurchase right, or if Seller fails to give any written notice to Purchaser during the thirty (30) day period, then Seller's right to repurchase the Dwelling Unit and Parking Units shall terminate and Purchaser may proceed to close the proposed sale or lease; provided, however, that if Purchaser fails to close the proposed sale or lease with the proposed purchaser or tenant on the terms and conditions contained in the aforesaid notice, the right of repurchase granted to Seller herein shall remain in effect and shall be applicable to any subsequent sale or lease by Purchaser of the Dwelling Unit and Parking Units within the remainder of the said one year period. If Purchaser so proceeds to close the sale or lease as aforesaid, upon Purchaser's request, Seller will execute and deliver to Purchaser a release of Seller's rights under this Paragraph 19, which delivery may be conditioned upon closing of such sale or lease.

(c) Any sale, lease, assignment or conveyance of the Dwelling Unit and Parking Units in violation of the provisions of this Paragraph 19 shall be null and void and of no force and effect. The Deed to be delivered on the Closing Date hereunder shall contain provisions incorporating the foregoing right of repurchase.

(d) For purposes of this Paragraph 19 the words "sell" or "sale" shall include among other definitions any sale, transfer, articles of agreement for deed, corporate transfer or other voluntary conveyance of the Dwelling Unit and Parking Units, any partnership interest in any partnership owning an interest in the Dwelling Unit and Parking Units, any lease with an option to purchase the Dwelling Unit and Parking Units, any assignment of this Agreement, any assignment (except for collateral purposes only) of all or any portion of the beneficial interest or power of direction under any trust which owns legal or beneficial title to the Dwelling Unit and Parking Units for consideration or any conveyance or transfer which intends directly or indirectly to cause the transfer of the right of ownership. Notwithstanding the foregoing, upon Purchaser's request, Seller will deliver a written release of its rights under this Paragraph 19 following the closing of the sale of the last unit to be constructed in the Project.

(e) Seller's right of repurchase under this Paragraph 19 is hereby subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the Dwelling Unit and Parking Units.

20. REMEDY. Except for actions for breach of warranty and fraud, in the event of any legal action commenced within five (5) years after Closing by or on behalf of the Purchaser, its successors or assigns, against the Seller, its agents, servants, or any shareholder or partner (general or limited) of Seller, or any other party affiliated with Seller, for any claim or cause of action arising directly or indirectly from the purchase, or use and occupancy of the Dwelling Unit and Parking Units, then, at the option of the Seller, its successors and assigns, within a period of five (5) years from the date of the institution of said action, and upon sixty (60) days prior written notice to the Purchaser, the Seller, its successors and assigns, may tender back to the Purchaser the Purchase Price (plus or minus prorations of general real estate taxes, prepaid insurance premiums, monthly assessments and other similar proratable items) adjusted by the cost of all Changes, if any, plus five percent (5%) and plus the cost of any improvements made by Purchaser to the Dwelling Unit and Parking Units after the Closing Date (which costs shall be established by copies of paid bills and canceled checks delivered to Seller) as liquidated damages, for all damages of any kind and nature whatsoever. Purchaser shall tender title to Seller, its successors and assigns, by Special Warranty Deed, good, marketable and insurable title to the Dwelling Unit and Parking Units (subject only to the Permitted Exceptions, excluding acts of Purchaser, existing at Closing and any acts of Seller), a title insurance policy, and possession of the Dwelling Unit and Parking Units, and this transaction shall be deemed rescinded. Closing shall be effected through an escrow as described in Paragraph 7(b) hereof. Purchaser shall bear the cost of the title insurance in the amount of the purchase price set forth in this Paragraph 20. The costs of the escrow shall be paid by Seller. The Deed to be delivered on the Closing Date hereunder shall contain provisions incorporated the foregoing remedy. Seller's remedy under this Paragraph 20 is hereby subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the Dwelling Unit and Parking Units.

Property of Cook County Clerk's Office