

UNOFFICIAL COPY

0020996268

1/18/0038 14 001 Page 1 of 3  
2002-09-11 09:45:23  
Cook County Recorder 28.50

SPECIAL WARRANTY DEED

MAIL TO:

Mr. Frank J. Ochal, Esq.  
UNIT 1, 2637 W. Warren Blvd.  
Chicago, IL 60612

SEND TAX BILLS TO:

M/M JOSE M. CAPELES  
UNIT 1, 2637 W. Warren Blvd.  
Chicago, IL 60612



MIT 1299589 [Signature]

GIT

THIS INDENTURE WITNESSETH, that the Grantor CLARKE CONSTRUCTION, LLC, 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 for and in consideration of Ten and 00/100ths (\$10.00) Dollars, and other good and valuable consideration in hand paid, and pursuant to authority given by the Board of Managers of said Limited Liability Company Conveys and Warrants unto GRANTEES: JOSE M. CAPELES and NORMA F. CAPELES, husband and wife, of 2821 W. Lyndale, Chicago, IL 60647 not as Tenants in Common and not as Joint Tenants, but as TENANTS BY THE ENTIRETY, all interest in the following described Real Estate situated in the County of Cook and State of Illinois, to-wit:

LEGAL DESCRIPTION: See Page 2 attached hereto and made part hereof for legal description.  
PROPERTY ADDRESS: UNIT 1, 2637 W. Warren Blvd., Chicago, IL 60612  
PTN: 16-12-426-015-0000

Affects property in question and other property.

Subject to: General taxes for 2001 and subsequent years; covenants, conditions, restrictions of record, zoning laws and building lines and easements, if any, but only if the present use of the property is in compliance therewith or is a legal non-conforming use; the Condominium Property Act of Illinois and the Declarations and Bylaws of the 2637 W. WARREN CONDOMINIUM as thereafter amended from time to time; and hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and TO HAVE AND TO HOLD said premises in FEE SIMPLE forever.

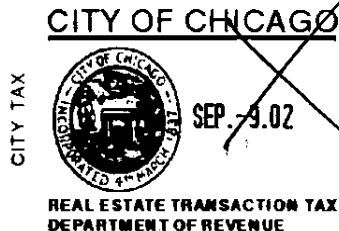
Grantor also hereby grants to the Grantees, their successors and assigns, all rights and easements appurtenant to the subject unit described herein the rights and easements for the benefit of said unit set forth in the Declaration of Condominium; and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining land 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 were recited and stipulated at length herein.

In Witness Whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Member-Manager, Michael Clarke, this 31 day of August, 2002.  
CLARKE CONSTRUCTION, LLC

By: Michael Clarke  
Michael Clarke, Member-Manager  
(SEE NOTARY CLAUSE ON PAGE 2)

This instrument was prepared by: Suellen Kelley-Bergerson, Esq., 3319 West 95th Street, Evergreen Park, Illinois 60805 - (708) 425-6200.



# 06000002256	REAL ESTATE TRANSFER TAX
	01635.00
	FP 103018

# UNOFFICIAL COPY

**LEGAL DESCRIPTION:**

**Parcel 1:** UNIT 1 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 2637 W. WARREN CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0020892439 IN THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Parcel 2:** EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NO. P-1, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

**PROPERTY ADDRESS:** UNIT 1, 2637 W. Warren Blvd., Chicago, IL 60612

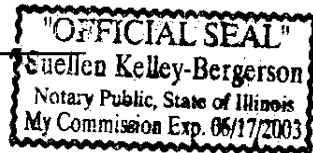
**PTN:** 16-12-426-015-0000

STATE OF ILLINOIS            )  
  )SS.  
COUNTY OF COOK            )

The undersigned, a notary public in and for said County and State, DO HEREBY CERTIFY that Michael Clarke is personally known to me to be the Member-Manager of CLARKE CONSTRUCTION, LLC, an Illinois Limited Liability Company, and is 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 as such Member-Manager of the Limited Liability Company, he signed and delivered the said instrument pursuant to authority, given by the Operating Agreement of Clarke Construction, LLC, as his free and voluntary act, and as the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 21 day of Aug, 2002

Shellen Kelley Bergerson  
NOTARY PUBLIC



**MAIL TO**  
Mr. Frank J. Ochal, Esq.  
5433 N. Ashland Ave.  
Chicago, IL 60640

**SEND SUBSEQUENT TAX BILLS TO:**  
M/M JOSE M. CAPELES  
UNIT 1, 2637 W. Warren Blvd.  
Chicago, IL 60612

# UNOFFICIAL COPY

## EXHIBIT A

### TAX PRORATION AGREEMENT CLARKE CONSTRUCTION, LLC

SELLER:

PURCHASER:

PROPERTY ADDRESS:

CLOSING DATE:

JOSE M. CAPELAS & NORMA CAPELES

UNIT 1, 2637 W. Warren, Chicago, IL 60612

August 21, 2002

Clarke Construction, LLC. and all legal and equitable holders of title (hereinafter referred to as "Seller"), and JOSE M. CAPELAS or nominee, (hereinafter referred to as "Buyer") hereby agree as follows:

The subject lot and/or unit is not separately assessed and has not been individually billed at the time of closing. Seller/Builder shall not give a closing credit, but the parties agree to prorate and each pay their respective share upon receipt of the actual tax bill for the year of the closing. Seller will be responsible for the timely payment of the 2001 tax bill for the subject premises. For the 2002 tax bill, if said unit does not have an individual tax number, Seller will be responsible for insuring payment for taxes for the period prior to the closing. Seller's share of taxes shall be limited to the land portion of the total bill and any improvements assessed prior to closing prorated through the closing date. The parties agree to prorate the taxes upon receipt of the actual tax bill. Any change in the assessed value after closing based upon occupancy will not be included in the reparation payable by the Seller.

In the event either party must institute legal proceedings to collect the assessed amount and prevails in its claim, the losing party shall promptly pay all of the successful party's court costs and reasonable attorney's fees. In the event either party elects to contest the amount or method of assessment, the non-contesting party agrees to cooperate with the contesting party.

Dated this 21 day of August, 2002.

Michael Clarke  
Seller

Jose M. Capelas  
Purchaser

Norma E. Capelas  
Purchaser

STATE OF ILLINOIS

STATE TAX

SEP.-9.02

REAL ESTATE TRANSFER TAX  
DEPARTMENT OF REVENUE

0000004560

REAL ESTATE TRANSFER TAX
0021800
# FP 103014

COOK COUNTY

REAL ESTATE TRANSACTION TAX

COUNTY TAX

SEP.-9.02

REVENUE STAMP

0000004272

REAL ESTATE TRANSFER TAX
0010900
# FP 103017