

UNOFFICIAL COPY

SPECIAL WARRANTY DEED

0020915250

1171/0159 11 001 Page 1 of 4

2002-08-20 14:56:38

Cook County Recorder 27.50



RECORDER'S STAMP

THE GRANTOR, Kinzie Park L.L.C., an Illinois limited liability company duly authorized to transact business in the State of Illinois, for and in consideration of the sum of TEN DOLLARS AND NO/100 (\$10.00) and other good and valuable consideration, in hand paid and pursuant to authority given by the Manager of said Company, CONVEYS

AND WARRANTS to Mary Susan Prescott of 505 N. Lake Shore Drive Unit #5605 Chicago IL 60611, 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 AS EXHIBIT "A" HERETO AND MADE A PART HEREOF

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, of the party of the first part, either in law or equity, or, in and to the above described, with the appurtenances, unto the party of the second part, its heirs and assigns forever.

Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantee, heirs and assigns, that it has not done or suffered to be done, anything whereby the premises are, or may be, in any manner encumbered or charged, except as herein recited; and that it WILL WARRANT AND DEFEND the premises against all persons lawfully claiming by, through or under it, subject to: SEE ATTACHED EXHIBIT "A"

Permanent Index Number(s): 17-09-112-042-0000

Property Address: 501 N. Clinton Street, #3401, Chicago, IL 60610

In Witness Whereof, said Grantor has executed this Deed by its Manager, this 16th day of August, 2002

KINZIE PARK L.L.C., an Illinois limited liability company

By: HABITAT KINZIE PARK L.L.C., an Illinois limited liability company
Its: Manager

By: THE HABITAT COMPANY, an Illinois corporation
Its: Manager

By: [Signature] Vice President

Attest: [Signature] Assistant Secretary

(4)

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01021407

Property of Cook County Clerk's Office

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EXHIBIT A LEGAL DESCRIPTION

PARCEL 1:

UNIT 3401 AND PARKING SPACE P-P-220^{P-13)} IN THE KINZIE PARK TOWER CONDOMINIUM AS DELINEATED AND DEFINED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOT 22 IN KINZIE PARK SUBDIVISION BEING A RESUBDIVISION OF LOTS, BLOCKS, AND VACATED STREETS AND ALLEYS IN WABANSIA IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 27, 1999 AS DOCUMENT NUMBER 99712460 IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 13, 2000 AS DOCUMENT NUMBER 00980340, AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS SET FORTH IN THE DECLARATION OF EASEMENTS, RESTRICTIONS, EASEMENTS AND BY-LAWS FOR KINZIE PARK HOMEOWNERS ASSOCIATION RECORDED MAY 27, 1999 AS DOCUMENT NUMBER 99514088.

By the acceptance of this deed, the Grantee acknowledges and has actual notice of the nature of the area generally surrounding the Property, specifically the presence of manufacturing uses, heavy truck and train traffic and the loading and unloading of trucks and train cars occurring adjacent thereto and that properties adjacent to and across from the Property are classified within a manufacturing zoning district. The Grantee has notice of commercial traffic which uses adjacent streets and railroads and may do so at any time and further understands that the adjacent properties any be developed and used for manufacturing uses consistent with the regulations contained within the Chicago Zoning Ordinance.

This Deed is subject to all rights, easements, covenants, restrictions and reservations contained in the Declaration of Covenants, Conditions, Restrictions, Easements and By-Laws for Kinzie Park Tower Condominium Association and Declaration of Easements, Restrictions, Covenants and By-Laws for Kinzie Park Homeowners Association Declaration the same as though the provisions of said Declarations were recited and stipulated at length herein.

Grantor also hereby grants to the Grantee, its successors and assigns, as 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 Ownership; 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.

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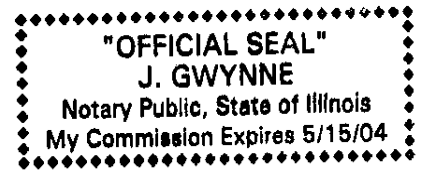
STATE OF ILLINOIS }
County of Cook }

ss.

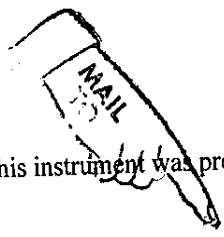
The undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Michael Carson and Mark Segal personally known to me to be the Vice President and Assistant Secretary of THE HABITAT COMPANY, an Illinois corporation, as Manager of HABITAT KINZIE PARK L.L.C., an Illinois limited liability company, as Manager of KINZIE PARK L.L.C., an Illinois limited liability company, appeared before me this day in person, and severally acknowledged that as such Vice President and Assistant Secretary, they signed, sealed and delivered this instrument pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 16th day of August, 2002.

J. Gwynne
Notary Public



My commission expires on 5/15/04, 20 .



This instrument was prepared by Stephanie A. Cantrell, 350 W. Hubbard Street Chicago IL 60610

SEND SUBSEQUENT TAX BILLS TO:

Mail to:

MARY SUSAN PRESCOTT
(Name)
501 N CLINTON # 3401
(Address)
CHICAGO, IL 60610
(City, State, Zip Code)

MARY SUSAN PRESCOTT
(Name)
501 N CLINTON # 3401
(Address)
CHICAGO, IL 60610
(City, State, Zip Code)

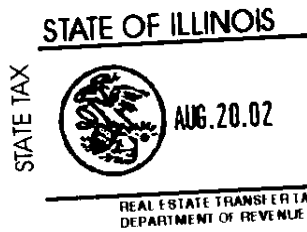
EXEMPT UNDER PROVISIONS OF PARAGRAPH _____
SECTION 4,
REAL ESTATE TRANSFER ACT
DATE: _____

Signature of Buyer, Seller or Representative

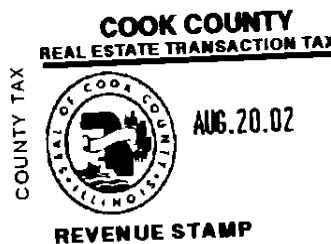
City of Chicago
Dept. of Revenue
286033
08/20/2002 14:30 Batch 11414 46



Real Estate
Transfer Stamp
\$6,000.00



REAL ESTATE TRANSFER TAX
0080000
0000004551
FP326703



REAL ESTATE TRANSFER TAX
0040000
0000002424
FP326657

4.

When you are in receipt of all the deposits (including joint deposits), you are to purchase and affix to the Special Warranty Deed, Illinois, Cook County and City of Chicago Real Estate Transfer Tax Stamps in the respective amounts set forth in the Tax Declarations deposited herein, insert recordation numbers of the Declaration in the Special Warranty Deed (and Deed in Trust, if applicable) and Purchaser's mortgage documents, if any, and when Near North National Title Corporation is prepared to issue its Owner's Residential Title Insurance Policy in the amount of \$799,000.00 with ALTA Endorsement Form 4 Condominium (if applicable) and an Endorsement over any and all building encroachments (the "Owner's Title Policy") insuring title to the Purchased Unit Ownership in Purchaser or Purchaser's nominee, as the case may be, subject to the usual terms, conditions and exceptions contained therein and:

- (a) General real estate taxes not due and payable at the time of Closing;
- (b) Acts done or suffered by or anyone claiming by, through or under Purchaser;
- (c) Limitations and conditions imposed by the Condominium Property Act of Illinois;
- (d) Applicable zoning and building laws and ordinances;
- (e) Terms, provisions, leases, licenses, covenants and conditions contained in, and rights and easements established by, the Declaration, as amended from time to time;
- (f) Covenants, conditions, restrictions of record, and public, private and utility easements of record and agreements of record;
- (g) Liens, encumbrances and other matters of title over which Near North National Title Corporation is willing to insure without cost to Purchaser;
- (h) Declaration of Condominium Ownership and of Easements, Restrictions Covenants and By-Laws recorded 12-13-2000 and as Document No. 004803400 and as amended
- (i) Declaration of Easements, Restrictions, Covenants and By-Laws for Kinzie Park Homeowners Association recorded May 27, 1999 as Document No. 99514088; and
- (j) Rights of the public, the municipality and the State of Illinois in and to that part of the land taken and used for roads and highways, if any.

5.

When you are prepared to comply with the terms and provisions of the Money Lender's Escrow Agreement, if any, established in connection herewith, you are hereby authorized and directed to proceed as follows:

- (a) Pay Purchaser's title, escrow and recording charges from \$600.00 deposited by Purchaser pursuant to Paragraph 2(c) above and refund the balance to Purchaser;
- (b) Pay Seller's escrow and recording charges;
- (c) Pay (a) the current month's assessment in the amount of \$462.10 to Kinzie Park L.L.C.; (b) the two months' assessment for start-up costs and as a working capital fund in the amount of \$1,910.00 to the Kinzie Park Homeowners Association, deposited by Purchaser pursuant to Paragraph 2(b) above; and deliver the check(s) to Seller;
- (d) Pay the balance of funds pursuant to the master Seller's proceeds letter held by you;
- (e) Record the Special Warranty Deed (or Deed in Trust, if applicable) and Purchaser's mortgage documents, if any, in the Office of the Recorder of Deeds of Cook County, Illinois;
- (f) Deliver to Purchaser the Bill of Sale, executed counterpart of the Closing Statement, Certificate of Insurance and Owner's Title Policy;