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Cook County Recorder

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(Above Space For Recorder's Use Only)

**SPECIAL WARRANTY DEED AND  
MEMORANDUM OF ASSIGNMENT OF LOT LEASE**

6 July

THIS SPECIAL WARRANTY DEED AND MEMORANDUM OF ASSIGNMENT OF LOT LEASE ("Deed") is given this 23 day of September, 2002, by Chicago Metropolitan Housing Development Corporation, an Illinois not for profit corporation ("Grantor"), to the Chicago Housing Authority, an Illinois municipal corporation ("Grantee").

**RECITALS**

TICOR TITLE INSURANCE

1. Orchard Park Limited Partnership, an Illinois limited partnership (the "Developer"), and the Housing Authority of the City of Chicago, Illinois, as landlord, (the "Ground Lessor") have previously entered into that certain Ground Lease Agreement dated as of February 10, 1995, a memorandum of which was recorded in the Office of the Cook County Recorder of Deeds on April 27, 1995 as Document Number 95278768 as amended by that Amendment to Ground Lease dated July 1, 1996, a memorandum of which was recorded in the Office of the Cook County Recorder of Deeds on September 6, 1996 as Document Number 96683221, as further amended by that Second Amendment to Ground Lease dated December 30, 1996, a memorandum of which was recorded in the Office of the Cook County Recorder of Deeds on December 31, 1996 as Document Number 96983508, and subject to that Assignment and Assumption of Lease (the "Association Assignment and Assumption") dated May 31, 2000, and recorded in the Cook County Recorder of Deeds on ~~September~~ <sup>October</sup>, 2002 as Document Number **21175365** (the "Master Lease") affecting certain real property of which the Real Estate (as hereinafter defined) is a part. The term of the Master Lease expires on November 30, 2093, which term may be extended under certain conditions for an additional consecutive ninety-nine (99) year period. Under the Association Assignment and Assumption, the Master Lease was assigned to and assumed by Orchard Park Homeowners' Association, an Illinois not for profit corporation (the "Association").

2. On October 29, 2001, Grantor as tenant, and Developer, as landlord, entered into that certain Residential Lot Lease, which was subsequently assigned to the Association under the Association Assignment and Assumption, and amended by a First Amendment to Lot Lease dated September 20, 2002 by and between the Association and Tenant (the "Lot Lease"). The Lot Lease

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leases to Grantor the real estate (except the improvements thereon), together with all rights, privileges, easements and appurtenances thereto, described in the legal description attached hereto as Exhibit A (the "Real Estate") for a term ending on the date of the expiration of the then existing term of the Master Lease

3. Grantor, as assignor, and Grantee, as assignee have entered into an Assignment and Assumption of Lease of even date herewith (the "Assignment of Lot Lease"). The Assignment of Lot Lease assigns to Grantee all of Grantor's right, title and interest in the Lot Lease.

4. This Deed is a memorandum of the Assignment of Lot Lease. This Deed is not a complete summary of the Assignment of Lot Lease. The provisions in this Deed shall not be used in interpreting the provisions of the Assignment of Lot Lease or the Lot Lease.

5. The Real Estate is improved with a townhome and ancillary facilities, including, without limitation, driveways, curbs, site lighting, fences, sidewalks and landscaping (the "Improvements").

6. In connection with the lease of the Real Estate to Grantee pursuant to the Assignment of Lot Lease, Grantor desires to convey and Grantee desires to accept title to the Improvements located on the Real Estate.

Now, therefore, in consideration of the foregoing Recitals (which are incorporated herein by this reference) and the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration paid by Grantee (the receipt of which Grantor acknowledges), Grantor does hereby CONVEY to Grantee the Improvements located on the Real Estate.

Grantor covenants, promises and agrees, to and with Grantee, its heirs and assigns, that it has not done or permitted anything to be done to the Real Estate which would in any way encumber the Improvements except as stated in this Deed. Grantor also covenants, promises, and agrees that it WILL WARRANT AND DEFEND the Real Estate against all persons making any lawful claim by, through or under Grantor, subject to the following permitted exceptions:

- (1) current non-delinquent real estate taxes and taxes for subsequent years;
- (2) special taxes or assessments for improvements not yet completed and other assessments or installments which are not due and payable at the time of Closing;
- (3) plat of subdivision affecting the Improvements (now or hereinafter recorded);
- (4) public, private and utility easements of record, or such unrecorded easements which do not affect the use of the Improvements as a residence;

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- (5) covenants, conditions and restrictions of record;
- (6) applicable zoning and building laws, ordinances and restrictions, as amended from time to time;
- (7) Declaration of Easements, Restrictions and Covenants for Orchard Park;
- (8) matters over which the title insurer is willing to insure;
- (9) acts done or suffered by Grantee;
- (10) Grantee's mortgage;
- (11) terms, conditions and restrictions of the Master Lease;
- (12) Declaration of Trust in favor of U.S. Department of Housing and Urban Development affecting the fee ownership of the Ground Lessor; and
- (13) existing leases and tenancies previously disclosed in writing to Grantee.

Grantor represents and warrants to Grantee that it has received the consent of the Association to this conveyance as required under the Lot Lease, the Declaration of Easements, Restrictions and Covenants for Orchard Park and the By-laws of the Association.

Grantor has executed this Deed as of the date first written above.

## GRANTOR:

CHICAGO METROPOLITAN HOUSING  
DEVELOPMENT CORPORATION,  
an Illinois not for profit corporation

Exempt under Real Estate Transfer Act Sec. 4  
Para. B

Date 10/10/02

Sign. B Westbrook

By: [Signature]

Rafael Leon, Executive Director

This instrument was prepared by: Laura E. Tilly, Miner, Barnhill & Galland, P.C.  
14 West Erie Street, Chicago, Illinois 60610

Mail recorded Deed to: Ann McKenzie, Atty.  
The Habitat Co.  
350 W. Hubbard St. Suite 430  
Chicago, IL 60610 **21175368**



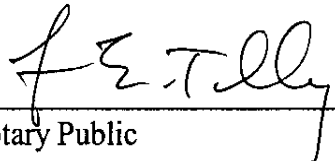
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Send subsequent tax bills:

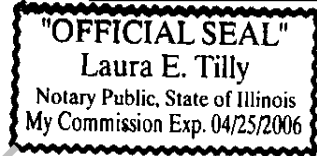
STATE OF ILLINOIS     )  
  )  
COUNTY OF COOK     )

The undersigned, a Notary Public in and for Cook County, Illinois, DOES HEREBY CERTIFY that Rafael Leon, as Executive Director of Chicago Metropolitan Housing Development Corporation, an Illinois not-for-profit corporation, on behalf of said corporation, who is personally known to me to be the same person whose name is signed to the attached Special Warranty Deed and Memorandum of Assignment of Lease, appeared before me this day in person and acknowledged that as Executive Director of Chicago Metropolitan Housing Development Corporation, he signed and delivered the Deed as his free and voluntary act, and as the free and voluntary act and deed of the corporation for the uses and purposes described in the Special Warranty Deed and Memorandum of Leases.

GIVEN under my hand and official seal this 23<sup>rd</sup> day of September 2002.

  
\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_



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## Exhibit A

### Legal Description

#### Parcel 1:

Leasehold Estate (said Leasehold Estate being defined in paragraph 1(H) of the conditions and stipulations of the Policy) created by instrument (referred to herein as the sublease), a memorandum of which was recorded November 20, 2001 as document number 0011094201, which demises the land but not the improvements located thereon for a term of years beginning October 29, 2001 and ending November 30, 2093; being a sublease of part of that Leasehold Estate created by instrument dated February 1, 1995 (referred to herein as the Ground Lease) a memorandum of which was recorded April 27, 1995 as document number 95278768 which demises the land and other land for a term of years beginning April 7, 1995 and ending November 30, 2093.

#### Subparcel A:

That part of Lot 10 in Block 4 of Orchard Park Subdivision, being a subdivision in the West  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded as document number 98901233, described as follows: commencing at the Southeast corner of said Lot 10; thence North 28 degrees, 50 minutes, 00 seconds East, along the Southeasterly line of said Lot 10, 41.60 feet to the centerline and its extension of a party wall and the point of beginning; thence North 61 degrees, 06 minutes, 00 seconds West, along said centerline and its extension, 70.17 feet to the Northwesterly line of said Lot 10; thence North 28 degrees, 50 minutes, 00 seconds, along said northwesterly line, 16.61 feet to the centerline and its extension of a party wall; thence South 61 degrees, 06 minutes, 00 seconds East, along said centerline and its extension, 70.17 feet to the Southeasterly line of said Lot 10; thence South 28 degrees, 50 minutes, 00 seconds West, along said Southeasterly line, 16.61 feet to the point of beginning, in Cook County, Illinois.

#### Subparcel B:

Easement for Ingress and Egress in favor of Parcel 1 as created, defined and limited by instrument (Declaration of Easements, Restrictions and Covenants for Orchard Park) dated December 30, 1996 and recorded December 31, 1996 as document number 96983509 over, upon and across the common area (as defined and described therein).

#### Subparcel C:

Easement for Ingress and Egress in favor of Parcels A and 2 as created defined and limited by instrument (Easement Agreement) recorded September 6, 1996 as document 96683222 over, upon and across private street.

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Parcel 2:

Improvements (but not the Common Area improvements) as created, defined and limited by instrument (Declaration of Easements, Restrictions and Covenants for Orchard Park) dated December 30, 1996 and recorded December 31, 1996 as document number 96983509 located on the land.

Property Address: 1487 North Clybourn, Unit C

P.I.N.: 17-04-115-054-0000

Property of Cook County Clerk's Office

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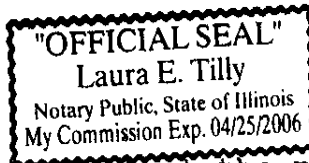
## STATEMENT BY GRANTOR AND GRANTEE

The Grantor or his Agent affirms that, to the best of his knowledge, the name of the Grantee shown on the Deed or Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated September 23, ~~19~~ 2002

Signature: [Signature]  
Grantor or Agent

Subscribed and sworn to before me by the said Rasael Simon this 23<sup>rd</sup> day of September, ~~19~~ 2002  
Notary Public [Signature]



The Grantee or his Agent affirms and verifies that the name of the Grantee shown on the Deed or Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated September 23, ~~19~~ 2002

Signature: Karen Bueland, a Attorney for the ~~off~~  
Grantee or Agent

Subscribed and sworn to before me by the said Karen Bueland, atty this 23<sup>rd</sup> day of September, ~~19~~ 2002  
Notary Public [Signature]



NOTE: Any person who knowingly submits a false statement concerning the identity of a Grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to Deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

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EUGENE "GENE" MOORE

RECORDER OF DEEDS / REGISTRAR OF TITLES  
COOK COUNTY, ILLINOIS

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