

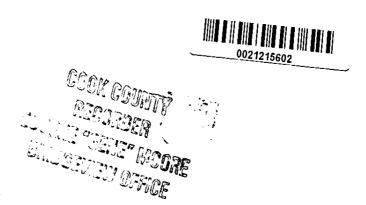
## UNOFFICIAL COPPOSITS 82 002 Page 1 of

2002-11-04 11:44:16 Cook County Recorder

28.50

## WARRANTY DEED

TR Chicago Avenue Partners, L.P., an Illinois limited partnership, duly authorized to transact business in the State of Illinois (herein, "Grantor"), with its principal office at 1415 Sherman Avenue, Suite 101. Evanston, Illinois 60201, for and 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, CONVEYS



WARRANTS to Lucinda A. Chrostowski (herein, the "Grantee") residing at 3342 N. Whipple Street, Chicago Illinois 60618, all the following described Real Estate situated in the County of Cook. State of linesis, to wit:

PARCEL 1: UNIT NUMBER D309 IN THE 1210-1236 CHICAGO AVENUE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: CERTAIN LOTS OR PARTS THEREOF IN G.M. LIMITED PARTNERSHIP-CONSOLIDATION AND IN F.P. BREWER'S SUBDIVISION, EACH IN THE NORTHWEST 1/4 OF SECTION 19, TO VNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0011237861; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE RIGHT TO THE USE OF 208 AND S-208, A LIMITED COMMON ELEMENT AS DESCRIBED IN THE AFORESAID DECLARATION.

PARCEL 3: EASEMENTS IN, UNDER, OVER, UPON, THROUGH AND ABOUT THE "CITY PROPERTY" FOR THE BENEFIT OF PARCELS 1 AND 2 AS DEFINED AND GRANTED IN ARTICLE 2 OF THE REDEVELOPMENT AGREEMENT/AGREEMENT OF RECIPROCAL COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMFINTS FOR 1210 CHICAGO AVENUE DEVELOPMENT BETWEEN THE CITY OF EVANSTON AND TR CHICAGO AVENUE PARTNERS, L.P. DATED JULY 17, 2000 AND RECORDED AUGUST 3, 2000 AS PINE 11-19-105-030-0000 and 11-19-105-033-0000 14 Single Person

TO HAVE AND TO HOLD the said Real Estate forever, SUBJECT TO:

Current general real estate taxes, taxes for subsequent years and special (axes or assessments; the Illinois Condominium Property Act; the Declaration of Condominium Ownership; applicable zoning, planned development and building laws and ordinances and other ordinances of record; acts done or suffered by Grantee or anyone claiming by through or under Grantee; covenants, conditions, agreements, building lines and restrictions of record; easements recorded at any time prior to closing, including any easements established by or implied from the Declaration of Condominium Ownership or amendments thereto and any easements provided therefor; and Grantee's mortgage, if any.

Grantor also hereby grants to the Grantee, its successors and assigns, as rights and easements appurtenant to the above described Real Estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium Ownership for 1210-1236 Chicago Avenue Condominium (the "Declaration"), and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein. This deed is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as through the provisions of said Declaration were recited and stipulated at length herein.

Grantor reserves to itself and its beneficiary, and their successors and assigns, and

Grantee hereby grants to Grantor, th 22(b) of the Real Estate Contract date Grantor and Grantee (the "Real Est Grantor (i) is hereby subordinated hereafter placed upon the Real Estat of recording of this deed.	the right to repurchase the Real Estate provided in paragraph and June 28, 2001 (date of acceptance July 10, 2001), between ate Contract"). The right of repurchase herein reserved by to the rights of the holder of any mortgage or trust deed and (ii) shall expire upon the second anniversary of the date
IN WITNESS WHEREOF, Goodstober, 2002.	rantor has executed this Warranty Deed as of the 24 <sup>th</sup> day of
	TR CHICAGO AVENUE PARTNERS, L.P., an Illinois limited partnership
DO THE	By: TR Chicago Avenue, Inc., an Illinois corporation, its general partner
Ope	By: Regident
Attest: Thomas A. Roszak, Secreta	Thomas A. Roszak, President
PINS: 11-19-105-030 and 11- Address: 1236 Chicago Avenue	19-105-03 (affects the Unit and the Common Elements). Unit #D309, 'Evanston, Illinois 60202
This instrument was prepared by: Christyl L. Marsh 630 Dundee Road, Suite 120	Upon recording mail to:  Manny M. Lapidos 5301 W. Dempster, Suite 200 Skokie, IL 60077  Send subsequent tax bills to: TR Chicago Avenue Partners, L.P. 1415 Sherman Avenue, Suite 101 Evanston, IL 60201
Northbrook, IL 60062  State of Illinois ) ) SS	O/H
County of Cook )	
Thomas A. Roszak, the President and general partner of TR Chicago Avenue	Indicate the state of the state
Given under my hand and official seal	, this 24 <sup>th</sup> day of October, 2002.
Commission Expires:	Dianaletono
<u></u>	Notary Public  CITY OF EVANSTON 0121
"OFFICIAL SEA	AL" { Real Estate Transfer Tax
DIANA ANTONIO Notary Public, State of III	City Clerk's Office
Notary Public, State Of	1/28/05 AMOUNT \$

My Commission Expires 07/28/05

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PAR OCT 23 AMOUNT \$

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**EXHIBIT A TO WARRANTY DEED** 

from
TR Chicago Avenue Partners, L.P.
to
Lucinda A. Chrostowski

Excerpt of Paragraph 22(b) of Real Estate Agreement

If Purchaser shall institute or initiate legal action against Seller or its general partner at any time within two (2) years subsequent to the Closing, then Seller shall have the option to repurchase the Unit from Purchaser. Seller's right shall be exercised by written notice to Purchaser at any time after Purchaser commences or joins in legal action against Seller, on the following terms: (i) the price shall be the original Purchase Price, plus eighty percent (80%) of the amount of any Extras paid for by Purchaser, plus or minus prorations of general real estate taxes and monthly assessments; (ii) 21 rchaser shall convey, by warranty deed, good marketable, and insurable title to the Unit to Seller, dis 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 6(c) hereof; and (iv) Purchaser shall bear all costs of the escrow and title insurance in the amount of the original Purchase Price. No adjustment to the original Purchase Price shall be made for the cost of any improvements made by Purchaser to the Unit after the Closing. If Seller notifies Purchaser of its election to repurchase the Unit, 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 Unit, as provided herein, Purchaser agrees to reconvey the Unit 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 Unit. Seller's right of repurchase under this Paragraph 22(b) is hereby subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the Unit.

