

SPECIAL WARRANTY DEED

0021436378

4085/0031 45 001 Page 1 of 5
2002-12-26 08:47:29
Cook County Recorder 32.00



0021436378

1 of 3 new case no abolition CT

THIS INDENTURE, made this 12th day of December, 2002 between Domain Owner, L.L.C., a limited liability company created and existing under and by virtue of the laws of the State of Delaware and duly authorized to transact business in the State of Illinois, whose business address is c/o Angelo, Gordon & Co., L.P., 245 Park Avenue, 26th Floor, New York, NY 10167, party of the first part, and Amelia Duvall, unmarried who resides at: 1360 N. Lake Shore Drive, #306, Chicago, IL 60610, party of the second part, WITNESSETH, that the party of the first part, for and in consideration of the sum of Ten and No/100 ---- (\$10.00) ---- Dollars and other good and valuable consideration, in hand paid, and pursuant to authority given by the Manager of said limited liability company, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the party of the second part, and to her heirs and assigns FOREVER, all the following described land, situated in the County of Cook and State of Illinois known and described as follows, to-wit:

See Exhibit A attached hereto and made a part hereof.

5 Pages BS

Subject to: See Exhibit B attached 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 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 party of the second part, its heirs and assigns forever.


Party of the first part also hereby grants to the party of the second part, 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, aforesaid, and party of the first part 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 though the provisions of said Declaration were recited and stipulated at length herein.

And the party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the party of the second part, its 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 encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND FOREVER DEFEND.

After Recording Return to: Robert M. Voltl, Esq.
1830 W. Algonquin
Inverness, IL 60067

CITY TAX



DEC. 21. 02

REAL ESTATE TRANSACTION TAX DEPARTMENT OF REVENUE

00000046

REAL ESTATE TRANSFER TAX
0165000
FP 120805

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Party of the second party (also herein, "Grantee"), on Grantee's behalf, and on behalf of its successors and assigns, and in acknowledgment and consideration of the benefit received by Grantee that will result from Grantee's purchase of the real estate at a price below its fair market value, covenants that at all times prior to five (5) years from the date of this Special Warranty Deed, Grantee shall not sell or otherwise directly or indirectly transfer ownership of the real estate except to a Qualified Family (as defined below) and except for the transfer of a security interest in the real estate to Grantee's mortgagee. Any transfer of ownership (x) resulting from the Grantee's death and occurring pursuant to (i) the terms of a written land trust, personal trust or will, or (ii) state intestacy law, or (y) that simply consists of Grantee's transfer of the real estate to a land trust or personal trust of which Grantee is the sole beneficiary and holder of power of direction, as applicable, shall not be subject to the foregoing transfer restriction, provided, however that the transferee in any such transfer shall be bound by the foregoing affordable housing covenant.

As used herein: "Qualified Family" shall mean one or more individuals, whether or not related by blood or marriage, earning not more than one hundred twenty percent (120%) of the Chicago-area median income, adjusted for family size, as such annual income and Chicago-area median income are determined from time to time by the United States Department of Housing and Urban Development.


The foregoing covenant may be waived or modified in writing by the City of Chicago, acting through its Department of Housing, or any successor department thereto ("DOH"), upon a showing of undue hardship or changed circumstances that would make the enforcement of such covenant inequitable or impractical, as determined by DOH, in its sole discretion.

This covenant shall run with the land and shall inure to the benefit of and be binding upon all parties having any right, title or interest in the real estate or any part thereof, their successors and assigns. Each successor grantee of Grantee, by the acceptance of a deed of conveyance, accepts said deed for himself, his heirs, representatives, successors, lessees, grantees and mortgagees, subject to all restrictions, conditions, covenants and reservations and the jurisdiction, rights and powers created or reserved by this covenant. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation or transfer, to the covenant contained herein, shall be deemed and taken to be appurtenant to and a covenant running with the land, and shall be binding upon any such grantee, mortgagee or trustee and their successors and assigns as fully and completely as though the provisions of this covenant were fully recited and set forth in their entirety in such documents. Further, the rights, liabilities and obligations set forth herein shall attach to and run with the ownership of the real estate or any part thereof, and may not be severed or alienated from such ownership.

GRANTEE, BY ITS ACCEPTANCE AND RECORDING OF THE SPECIAL WARRANTY DEED TO WHICH THIS COVENANT IS ATTACHED, ACKNOWLEDGES AND AGREES THAT TO THE EXTENT THE ABOVE AFFORDABILITY COVENANT COULD BE DEEMED A RESTRAINT ON ALIENATION, THAT ANY SUCH RESTRAINT IS REASONABLE AND IS SUPPORTED BY ADEQUATE CONSIDERATION. THE GRANTEE ACKNOWLEDGES THAT THE CITY SHALL HAVE THE RIGHT TO SEEK THE SPECIFIC PERFORMANCE OF THE COVENANT CONTAINED HEREIN, TO ENJOIN ANY TRANSFER THAT IS INCONSISTENT WITH THE FOREGOING RESTRICTIVE COVENANT AND TO PURSUE SUCH OTHER EQUITABLE AND LEGAL REMEDIES AS MAY BE APPROPRIATE.

STATE TAX

STATE OF ILLINOIS



DEC. 20. 02


REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE

000004295

REAL ESTATE TRANSFER TAX
0022000
FP 102808

COUNTY TAX

COOK COUNTY
REAL ESTATE TRANSACTION TAX



DEC. 20. 02

REVENUE STAMP

0000042720

REAL ESTATE TRANSFER TAX
0011000
FP 102802


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IN WITNESS WHEREOF, said party of the first part has caused its name to be signed to these presents by its authorized signatory, the day and year first written above.

Domain Owner, L.L.C., a Delaware limited liability company

By: Centrum Properties, Inc., its authorized agent


By: 
Name: John McLinden
Title: Senior Vice President

State of ILLINOIS)

County of COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that John McLinden, personally known to me to be the Senior Vice President of Centrum Properties, Inc., an Illinois corporation, and 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 Senior Vice President, he signed and delivered the said instrument, pursuant to the authority given by the Board of Directors of said corporation as his/her free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and official seal, this 12th day of Dec, 2002.

Commission expires _____
"OFFICIAL SEAL"
STEPHANIE T. BENGTTSSON
Notary Public, State of Illinois
My Commission Expires 10/06/05

NOTARY PUBLIC

This instrument was prepared by: Mary B. Koberstein, Esq.
Centrum Properties, Inc.
225 West Hubbard, 4th Floor
Chicago, IL 60610

Send Subsequent Tax Bills To: Amelia DuVall
900 N. Kingsbury #961
Chicago, IL 60610

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Exhibit A

Legal Description

PARCEL 1:

Unit No. 961, in the Domain Condominium as delineated on a survey of the following described real estate: Part of Lots 21 through 26 in Block 96 in Elston's Addition to Chicago; part of Lots 1 through 4 in Elston's Addition to Chicago, and part of Lot 5 in Assessors Plat of Lots 5 and 6 in Block 95 of Elston's Addition to Chicago all located in the West ½ of the Southwest ¼ of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, more particularly described on the survey attached as Exhibit "A" to the Declaration of Condominium recorded July 2, 2002 as Document No. 0020733519, as amended from time to time, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.

PARCEL 2:

The exclusive right to the use of Storage Space Number 244, a limited common element, as delineated on the survey attached to the Declaration aforesaid recorded as Document No. 0020733519.

PARCEL 3:

Non-exclusive easements for the benefit of Parcel 1 as created by Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements and Operating Agreement, dated October 9, 2002 and recorded October 15, 2002 as Document 21128849 for the following purpose:

- A. Ingress and egress and use
- B. Structural support
- C. Use of facilities in the catalog building and garage building
- D. Maintenance of catalog building easement facilities and garage easement facilities
- E. Maintenance and use of easement facilities
- F. Support, enclosure, use and maintenance of catalog building and garage building common walls, ceilings and floors
- G. Water main connection, sanitary sewer main connection and gas main connection
- H. Utilities
- I. Permitting existence of encroachments in catalog building and garage building
- J. Exterior maintenance
- K. Exterior Signage
- L. Dumpsters
- M. Owned facilities
- N. Shared facilities, and
- O. Overhanging balconies;

over the land described in exhibits attached thereto.

Address of Property: Unit 961, 900 N. Kingsbury, Chicago, Illinois 60610

Permanent Index Numbers: Part of 17-04-300-022, 17-04-300-026, 17-04-300-030 & 17-04-300-034

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Exhibit B

Permitted Exceptions

1. General real estate taxes not yet due and payable;
2. Special taxes or assessments and unconfirmed special assessments;
3. All rights, easements, restrictions, covenants, conditions and reservations of record or contained in the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Domain Condominium Association ("Declaration of Condominium") and a reservation by the Domain Condominium Association ("Association") to itself and its successors and assigns, for the benefit of all unit owners at the condominium, of the rights and easements set forth in the Declaration;
4. Terms, provisions and conditions of the Declaration, including all amendments and exhibits thereto;
5. Applicable zoning and building laws and ordinances;
6. Public and quasi-public utility easements, if any;
7. Plats of dedication and plats of subdivision and covenants thereon;
8. Acts done or suffered by or judgments against party of the second part, or anyone claiming under party of the second part;
9. Encroachments, if any;
10. Installments due after the closing for assessments established under the Declaration;
11. Provisions of the Condominium Property Act of Illinois ("Act"); and
12. Rights of the United State of America, the State of Illinois, the municipality and the public in and to that part of the land lying within the bed of the North Branch of the Chicago River and the branch canal; and the rights of other owners of land bordering on the river with respect to the water of said river;
13. Rights of City of Chicago to maintain facilities located on the land as disclosed by map from the City of Chicago Water and Sewer Department dated October 17, 1967; and
14. Terms, provisions, conditions and limitations set forth in the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements and Operating Agreement, dated October 9, 2002 and recorded October 15, 2002 as Document 21128849 made by and between Eport 600 Property Owner, L.L.C., Domain Owner, L.L.C., Domain Condominium Association, Eport 600 Riverwalk Owner, L.L.C., MW-CPAG Marina Holdings, L.L.C. and MW-CPAG Holdings, L.L.C.

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