

This instrument was prepared by:
David G. Spak, Esq.
Two Northfield Plaza, Suite 340
Northfield, Illinois 60093



Send subsequent tax bills to:
Gregory B. Kaye
2134 West Churchill Row, Unit 305
Chicago, Illinois 60647

After recording return to:
Michael Philipp, Esq.
804 North Washington Street
Naperville, Illinois 60563

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 29th day of October, 2002 between **Churchill Hoyne, L.L.C.**, 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, party of the first part, and **Gregory B. Kaye**, who resides at: 644 Goldenrod, Bolingbrook, Illinois, party of the second part, WITNESSETH, that the party of the first part, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid, and pursuant to authority given by the Managing Members of said limited liability company, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the party of the second part, and to his 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.

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, his 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 Churchill Row Declaration of Covenants, Conditions, Restrictions and Easements, 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.

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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.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by one of its Managing Members, the day and year first written above.

Churchill Hoyne, L.L.C., an Illinois limited liability company

By: *[Signature]*
One of its Managing Members

Property of Co. Office

State of Illinois)
County of Cook) ss.
County of Cook)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Arthur Stanley, a Managing Member of Churchill Hoyne, L.L.C., an Illinois limited liability company, 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 he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of the limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29th day of October, 2002.

My Commission Expires: 4/11/05

[Signature]
Notary Public
OFFICIAL SEAL
LORI F CHACOS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 01/11/05

30025376

STATE TAX
STATE OF ILLINOIS
JAN. -3.03
REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE

0000043206
REAL ESTATE TRANSFER TAX
0058300
FP 102808

COUNTY TAX
COOK COUNTY
REAL ESTATE TRANSACTION TAX
JAN. -3.03
REVENUE STAMP

0000043332
REAL ESTATE TRANSFER TAX
0029150
FP 102802

CITY TAX
CITY OF CHICAGO
JAN. -3.03
REAL ESTATE TRANSACTION TAX
DEPARTMENT OF REVENUE

8600000098
REAL ESTATE TRANSFER TAX
0437250
FP 120805

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STREET ADDRESS: 2134 W CHURCHILL ROW UNIT 305

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER:

LEGAL DESCRIPTION: *14-31-321-007-0000 + 14-31-321-032-0000*

PARCEL 1: UNIT 305: THAT PART OF THE FOLLOWING PARCELS OF LAND TAKEN AS A SINGLE TRACT: LOTS 9, 10, 11, 12 (EXCEPT THE SOUTH 9 FEET OF SAID LOT 12) 13, 14, 15 AND 16 IN BLOCK 21 AND LOTS 1, 2 AND 3 IN BLOCK 22 IN YOUNG TRUSTEES SUBDIVISION OF THAT PART OF BLOCKS 21 AND 22 IN PIERCE'S ADDITION TO HOLSTEIN LYING NORTH OF THE NORTH LINE OF RAILROAD RIGHT OF WAY IN THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO, ALL THAT PART OF NORTH WILMOT AVENUE NOW VACATED LYING NORTH AND NORTHWESTERLY OF THE RIGHT OF WAY OF THE CHICAGO MILWAUKEE AND ST. PAUL RAILROAD AND WEST OF THE WEST LINE OF LOT 12 IN BLOCK 21 AFORESAID EXTENDED SOUTH TO THE NORTH LINE OF THE SAID RIGHT OF WAY OF THE CHICAGO MILWAUKEE AND ST. PAUL RAILROAD AND SOUTH OF WEST CHURCHILL STREET AND EAST OF NORTH LEAVITT STREET; ALSO, THE EAST AND WEST VACATED ALLEY LYING SOUTH AND ADJOINING LOT 13 AND PART OF LOT 14 IN BLOCK 21 AFORESAID, SAID PART DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT OF LAND; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, ALONG THE NORTH LINE OF SAID TRACT, 197.83 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 84.50 FEET TO THE NORTH FACE AND ITS EXTENSION OF A TOWNHOUSE BUILDING; THENCE NORTH 89 DEGREES, 57 MINUTES, 30 SECONDS EAST, ALONG SAID NORTH FACE AND ITS EXTENSION, 33.49 FEET TO THE CENTER LINE OF A PARTY WALL AND THE POINT OF BEGINNING; THENCE CONTINUING EASTERLY, ALONG SAID NORTH FACE AND ITS EXTENSION, 34.48 FEET TO THE EAST FACE OF SAID TOWNHOUSE BUILDING; THENCE SOUTH 00 DEGREES, 06 MINUTES, 08 SECONDS EAST, ALONG SAID EAST FACE, 33.56 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 85 DEGREES, 19 MINUTES, 30 SECONDS WEST, ALONG SAID SOUTH LINE, 34.56 FEET TO THE CENTER LINE OF A PARTY WALL AND ITS EXTENSION; THENCE NORTH 00 DEGREES, 08 MINUTES, 44 SECONDS WEST, 36.35 FEET TO THE POINT OF BEGINNING.

PARCEL 2: EASEMENTS FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS, EGRESS, USE AND ENJOYMENT AS SET FORTH IN THE CHURCHILL ROW DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AS DOCUMENT NUMBER 0010892908.

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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. Easements, covenants, restrictions, ordinances, agreements, conditions and building lines of record;
4. Terms and provisions Churchill Row Declaration of Covenants, Conditions, Restrictions and Easements recorded September 25, 2001 as Document No. 0010892908, which provides for, among other things, assessments and the right to add additional property;
5. Terms, provisions and conditions relating to the easement set forth as Parcel 2 herein, contained in the Churchill Row Declaration of Covenants, Conditions, Restrictions and Easements, also the rights of the adjoining owners to the concurrent use of said easement.
6. Applicable zoning and building laws and ordinances;
7. Public and quasi-public utility easements, if any;
8. Purchaser's mortgage, if any;
9. Plats of dedication and plats of subdivision and covenants thereon;
10. Acts done or suffered by or judgments against Purchaser, or anyone claiming under Purchaser;
11. Installments due after the Closing for assessments established under the Declaration;
12. Roads and highways, if any; and
13. License agreements with the City of Chicago regarding the use of any adjoining public alleys and any charges and other obligations imposed therein.

Cook County Clerk's Office

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