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1487/1087 47 002 Page 1 of 3
2003-03-31 10:18:57
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 and WARRANTS to **Louis Fernandez** (herein, the "Grantee"), residing at 1225 Michigan, Evanston, Illinois 60202, all the following described Real Estate situated in the County of Cook, State of Illinois, to wit:



COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE

PARCEL 1: UNIT NUM 3FR D509 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.B. BREWER'S SUBDIVISION, EACH IN THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 28, 2001 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 P-113 AND P-114 AND S-113 AND S-114, 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 EASEMENTS 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 DOCUMENT NO. 00589859.

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

Current general real estate taxes, taxes for subsequent years and special taxes 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,

38

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EXHIBIT A TO WARRANTY DEED

from
TR Chicago Avenue Partners, L.P.
to
Louis M. Fernandez

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, excluding Extras paid by Purchaser, plus or minus prorations of general real estate taxes and monthly assessments; (ii) Purchaser shall convey, by warranty deed, good marketable, and insurable title to the Unit to Seller, or its 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.

CITY OF EVANSTON
Real Estate Transfer Tax
City Clerk's Office

012509

PAID JAN 24 2003 AMOUNT \$ 4170.00

Agent LMD

