

0319842051
Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 07/17/2003 07:49 AM Pg: 1 of 6

This Instrument prepared by
K. O. Meehan
Gould & Ratner
222 N. LaSalle St.
Chicago, IL 60601

After Recording Return to:
Lisa Williams
Unit D2
2231 West Warren Boulevard
Chicago, Illinois 60612

(Space Above This Line for Recording Data)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 29th day of May, 2003, between UPTOWN HABITAT FOR HUMANITY, INC., an Illinois not-for-profit corporation, as Grantor and LISA WILLIAMS, of 4121 West Jackson Boulevard, #1R, Chicago, Illinois 60624, as Grantee.

The Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed, and by this Special Warranty Deed does GRANT, BARGAIN, SELL, CONVEY and CONFIRM to the Grantee, her successors and assigns forever, the following described real estate situated in the County of Cook, in the State of Illinois ("real estate"):

Unit D2 in Warren Boulevard Condominium as delineated on a survey of the following described real estate:

Parcel 1:

Lot 5 in Small and Others' Resubdivision of Lots 43 to 49 and Lots 72 to 78, all inclusive in Block 58 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded December 28, 1864 in Book 162 of Maps Page 80 as Document 89932, in Cook, Illinois.

Parcel 2:

Lot 50 in John H. Kedzie Subdivision of Block 58 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East the Third Principal Meridian, in Cook County, Illinois.

BOX 333-CTI

1 of 1
CTI COLLINS 8129583
WDP
no assr

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Parcel 3:

The east 22 feet of Lot 51 in John H. Kedzie Subdivision of Block 58 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

The west 8 feet of Lot 51 and the east 14 feet of Lot 52 in John H. Kedzie Subdivision of Block 58 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

which survey is attached as Exhibit "D" to the Declaration of Condominium recorded as Document 00851939 together with its individual percentage interest in the common elements.

ADDRESS OF PROPERTY:

Unit D2
2231 West Warren Boulevard
Chicago, Illinois 60612

P.T.I.N: 17-07-329-042-1009

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, aforesaid, 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 though the provisions of said declaration were recited and stipulated at length herein.

Together with any and all hereditaments and appurtenances belonging or pertaining to the real estate, and the reversion and reversions, remainder and remainders, rents, issues and profits of the real estate, and all the estate, right, title, interest, claim or demand of the Grantor, either in law or equity, of, in and to the real estate, with the hereditaments and appurtenances:

TO HAVE AND TO HOLD the real estate, with the appurtenances, unto the Grantee, her heirs and assigns forever.

And the Grantor for itself, and its successors, does covenant, promise and agree, to and with the Grantee, her heirs and assigns, that the Grantor has not done, or suffered to be done, anything whereby the real estate is, or may be, in any manner encumbered or charged, except as recited in this Special Warranty Deed; and that the real estate, against all persons lawfully claiming, or to claim the same, by, through or under Grantor, Grantor WILL WARRANT AND

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DEFEND, SUBJECT TO : (1) general real estate taxes note due and payable at the time of Closing; (2) the Illinois Condominium Property Act; (3) the Municipal Code of Chicago; (4) the Declaration of Condominium for Warren Boulevard Condominium, including all amendments and exhibits thereto; (5) applicable zoning and building laws and ordinances; (6) acts done or suffered by Grantee or anyone claiming by, through or under Grantee; (7) the covenants attached to this Deed as Exhibit "A" which are intended to promote Grantor's goal of providing long-term affordable housing; (8) any other easements, contracts, covenants, and restrictions of record; (9) leases and licenses affecting the Common Elements; (10) liens and other matters as to which the Title Insurer commits to insure Grantee against loss or damage; (11) encroachment of brick building west of and adjoining subject land, over or onto subject land by a distance of 0.14 to 0.54 of a foot, as disclosed by survey made by Central Survey Company, dated July 22, 1998, Order No. 2225, (12) encroachment of concrete steps over and onto W. Warren Boulevard by an undisclosed amount as shown on survey made by Central Survey Company dated July 22, 1998, Order No. 2225.

IN WITNESS WHEREOF, the said Grantor has executed this Special Warranty Deed the day and year first above written.

Uptown Habitat for Humanity, Inc.

By: Bruce Ward
Its President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that BILL WARD, personally known to me to be the President of Habitat for Humanity, International, a managing member of Uptown Habitat for Humanity, Inc., and personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument pursuant to authority given by said corporation as his 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 29th day of May, 2003.

Karen Osieski Meehan
Notary Public



My Commission expires:

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EXHIBIT A

AFFORDABILITY COVENANTS

A. Contract to Mission

The mission of Seller/Grantor is to provide affordable housing to low-income families and individuals. Purchaser/Grantee recognizes that Purchaser/Grantee has benefited from this mission and from the work of Seller/Grantor and therefore agrees to cooperate with the Affordability Covenants set forth herein.

B. Non-Specific

The subject property must be occupied by a household and must not to be used for short-term or speculative investment or rental purposes.

C. Shared Appreciation

If the subject property is sold within ten years of the date of this Deed, and the sales price for the subject property exceeds the current loan balance on the Seller Note, Purchaser/Grantee shall be obligated to pay to Seller/Grantor, from closing proceeds, a share of that excess in order to enable Seller/Grantor to continue providing affordable housing to low-income families and individuals. The percentage share that Purchaser/Grantee is obligated to pay to Seller/Grantor is set forth in the "Shared Appreciation Schedule" attached hereto. As shown on the Schedule, the percentage share that Purchaser/Grantee must pay to Seller/Grantor decreases over time and is zero after the expiration of the ten year period. In conjunction with this obligation, Purchaser/Grantee shall notify Seller/Grantor in writing at least five (5) business days prior to the sale. This written notice shall state the amount of the sales price and the date, time and location of closing.

D. Right of First Refusal

For a period of ten (10) years from the date of this Deed, Seller/Grantor shall have a right of first refusal to purchase the subject property from Purchaser/Grantee as described in this paragraph. If (and only if) Purchaser/Grantee decides to sell the subject property to someone other than a household member, Purchaser/Grantee must notify Seller/Grantor in writing at least thirty (30) days prior to the intended sale. The written notice should briefly describe the purchase price, the name of the intended purchaser, and any other information that Purchaser/Grantee chooses to include that might be relevant to Seller/Grantor in determining whether an exercise of the right of first refusal would advance or hinder its mission to provide affordable housing. If Seller/Grantor reasonably determines that Seller/Grantor requires additional information or supporting documentation from Purchaser/Grantee for the express purpose of making this decision, Purchaser/Grantee shall reasonably cooperate in providing such information. Thereafter, Seller/Grantor shall have the first right, but not the obligation, to purchase the subject property from the Purchaser/Grantee, at the purchase price and in accordance with the other terms and conditions of sale set forth in the Purchaser/Grantee's notice and other documents related thereto. The right of first refusal set forth herein shall expire ten (10) years from the date of this Deed.

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E. Continuing Deed Restrictions

Purchaser/Grantee agrees that any sale or transfer of the subject property will be made pursuant to a deed containing all of these Affordability Restrictions.

F. Option/Buy-Back Provisions

Seller/Grantor and Purchaser/Grantee hereby covenant and agree that during the one (1) year period after the date of this Deed (the "Option/Buy-Back Period"), Seller/Grantor shall have the option to purchase the subject property if: (1) the Condominium Association requests in writing that the Seller/Grantor exercise its option; and (2) a "Qualifying Event" occurs.

A Qualifying Event is either or both of the following:

1. Purchaser/Grantee is convicted of a crime involving substance abuse, gang activity, unlawful use or possession of firearms, sexual assault, prostitution, vandalism or domestic violence;
2. Four or more times, Purchaser/Grantee does any of the following: (i) disrupts the operations and tranquility of the Condominium and its residents; (ii) fails to use prescribed grievance procedures; or (iii) violates the Condominium Documents or the rules and regulations or the Act, the Code or another applicable law, statute, ordinance, or governmental regulation. Any such disruption, failure or violations, however, must be established by the findings, determinations, rulings or judgment of the Condominium Association's enforcement proceedings, by a court of law, or by a government regulatory agency or body.

If Seller exercises its option to purchase the subject property, Seller must give written notice to Purchaser served by U.S. Certified or Registered Mail, Return Receipt Requested. Service shall be deemed effective immediately upon the second business day after mailing.

Upon timely service of the notice, the parties shall proceed to close the retransfer of the subject property within sixty (60) days and, upon the request of either party, said closing shall be done in escrow with the costs thereof being shared equally between the parties. All closing costs (including but not limited to title and recording fees and transfer taxes) shall be divided equally between the parties.

If Seller/Grantor has exercised its option to purchase, Seller/Grantor shall pay Purchaser/Grantee the amount of the Net Purchase Price paid by the Purchaser/Grantee, less: (a) the Purchaser/Grantee's share of closing costs for the retransfer; (b) any prior indebtedness due from Purchaser/Grantee to Seller/Grantor; (c) the costs of eliminating or ensuring over any encumbrances on the subject property owing to other parties; (d) the cost of covering or removing title exceptions created or allowed by the Purchaser/Grantee; and (e) the costs of repairing any damage to the subject property above and beyond ordinary wear and tear. In addition, Seller/Grantor shall pay Purchaser/Grantee a premium of their percent (3%) of the Net Purchase Price, less the foregoing deductions.


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The option described herein cannot be assigned or transferred, except to an affiliate or successor entity of Seller/Grantor. In any event, the option described herein shall automatically expire on the first anniversary of the date of this Deed and thereafter shall be null and void and of no legal effect.

Property of Cook County Clerk's Office

STATE TAX

STATE OF ILLINOIS



JUL. 15. 03

REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE


0000052513

REAL ESTATE TRANSFER TAX
00075.00
FP 102808

COUNTY TAX

COOK COUNTY

REAL ESTATE TRANSACTION TAX



JUL. 15. 03


REVENUE STAMP

0000052634

REAL ESTATE TRANSFER TAX
00037.50
FP 102802

CITY TAX

CITY OF CHICAGO



JUL. 15. 03

REAL ESTATE TRANSACTION TAX
DEPARTMENT OF REVENUE

0000002743

REAL ESTATE TRANSFER TAX
00562.50
FP 102805