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SPECIAL WARRANTY DEED **ILLINOIS STATUTORY**

Tenants by the Entirety



Doc#: 0333242384 Eugene "Gene" Moore Fee: \$28.00 Cook County Recorder of Deeds

Date: 11/28/2003 02:39 PM Pg: 1 of 3

THE GRANTOR(S), OPT MA MAPLE EVANSTON LIMITED PARTNERSHIP,	an Illinois Limited Partnership
created and existing under and by virtue of the laws of the State of Illinois, of the City of	of Glencoe. County of Cook State
of Illinois for and in consideration of TEN & 00/100 DOLLARS, and other good and va	aluable consideration in hand
paid, CONVEY(S) and Warrant(s) to Andrea G. Rapagert Truster	of the
Andrea G RAPAGENT TUST dARd- MAY 7, 1998	· -
(GRANTEE'S ADDRESS) 1517 Madison Ct., North Buffalo Granters	ove, IL 60089
of the County of Cook, all interest in the reciowing described Real Estate situated	in the County of Cook in the
State of Illinois, to wit:	•
7	
SEE LEGAL DESCRIPTION ATTACHED, EXHIBIT "A"	
SUBJECT TO: SEE ATTACHED, EXHIBIT "A"	
$\mathcal{L}_{\mathcal{L}}}}}}}}}}$	
Permanent Real Estate Index Number(s): 11-18-117-910-0009	
Address(es) of Real Estate: Unit 2551, 1720 Maple Ave., Evanston, Illinois 60201	
	S OFFICE
Dated this 13th day of November, 2003	
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OPTIMA MAPLE EVANSTON LIMITED PARTNERSHIP	5
an Illinois Limited Partnership	
an filliois Ellinted Larticismp	1/20
By: OPTIMA MAPLE EVANSTON DEVELOPMENT, L.L.C.	
an Illinois Limited Liability Company,	0
its General Partner	
to constant and the	
By: ////////////////////////////////////	
DAVID C. HOVEY	
Manager	
· · · · · · · · · · · · · · · · · · ·	. wit f
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STATE OF ILLINOIS, COUNTY OF LARESS. FICIAL COPY

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT DAVID C. HOVEY, personally known to me to be the duly authorized Manager of OPTIMA MAPLE EVANSTON DEVELOPMENT, L.L.C., an Illinois Limited Liability Company, as General Partner of OPTIMA MAPLE EVANSTON LIMITED PARTNERSHP, an Illinois Limited Partnership, and personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such DAVID C. HOVEY and Manager, he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

the uses and purposes therein set forth, including the re	lease and waiver of the right of homestead.
Given under my hand and official seal, this 13th	_ day of, 2003.
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Prepared By: Richard J. Nakon 121 East Liberty Street, Suite 3 Wauconda, Illinois 60084	f
Mail To:	
Donald Leventhal 20 N. Clark St., Ste. 3520 Chicago, IL 60602 Name & Address of Taxpayer:	CITY OF EVANSTON Real Estate Transfer Tax City Clerk's Office
• •	AID NOV 1 0 2003 AMOUNT \$3760 PRO Agent (M) (D)
State of the state	TOWN TO YOUR ONLY THE TOWN TO THE TOWN TO THE TOWN TOWN TO THE TOWN TOWN TOWN TOWN TOWN TOWN TOWN TOWN
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UNIT NO. 2551 IN THE OPTIMA VIEWS CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: PARTS OF LOT 1 IN OPTIMA VIEWS RESUBDIVISION, BEING A RESUBDIVISION OF LOT 3, IN CHURCH MAPLE SECOND RESUBDIVISION, IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 0030370729, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "B1" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED APRIL 15, 2003, AS DOCUMENT NO. 0310527146, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

GRANTOR ALSO F FREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT DESCRIBED HEREIN, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID UNIT SET FORTH IN THE DECLARATION OF CONTO MINIUM; AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING POPERTY DESCRIBED THEREIN. THIS DEED IS SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION ARE RECITED AND STIFULATED AT LENGTH HEREIN.

Subject to:

(a) current general real estate taxes, taxes for subsequent years and special taxes or assessments; (b) the Act; (c) the Declaration; (d) applicable zoning, planned development and builling laws and ordinances and other ordinances of record; (e) encroachments onto the Property, if any; (f) acts done or suffered by Purchaser or an one claiming by, through or under Purchaser; (g) covenants, conditions, agreements, building lines and restrictions of record as of the Property Sale Contract closing date and such other covenants, conditions, agreements, building lines and restrictions as Seller may request, and to which Purchaser has consented; (h) easements recorded at any time prior to Closing, including any easements established by or implied from the Declaration or amenuments thereto and any easements provided therefor, provided that none of which will impair the use of the Retail Space for retail purposes; (i) rights of the public, the local municipality and adjoining contiguous owners to use and have maintained any drainage ditches, feeders, laterals and water detention basins located in or serving the Property, (j) roads or highways, if any; (k) Purchaser's mortgage, if any; (1) liens, encroachments and other matters over which "Title Company" is willing to insure at Seller's expense; and (m) liens or encumbrances of a definite or ascertainable amount which may be removed at the time of Closing by payment of money at the time of Closing; (n) right of repurchase in favor of Grantor pursuant to paragraph 24 of the Real Estate Agreement entered into between Grantor and Grantee, which right of repurchase expires on May 13, 2004; and (o) the Easement and Operating Agreement as recorded and amended from time to time.