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This instrument was prepared by:  
William S. McDowell, Jr.  
Baker & McKenzie  
130 East Randolph Drive  
Chicago, Illinois 60601



Doc#: 0402040067  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 01/20/2004 12:06 PM Pg: 1 of 4

After recording, mail to:

Mark Finlayson  
128 S. Tejon Street  
Colorado Springs, Colorado 80903

The above space for Recorder's use only

LIMITED WARRANTY DEED

530 LAKE SHORE DRIVE, LLC, an Illinois limited liability company ("Grantor"), for ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants and conveys and transfers to Craig J. Finlayson and Courtney Dwight, whose address is 441 East Erie, #5605, Chicago, Illinois 60611, as TENANTS BY THE ENTIRETY, all of Grantor's right, title and interest in and to:

- (i) Unit 1402 in 530 Lake Shore Drive Condominium as delineated on a survey of a parcel of land comprised of:

The East 1/2 of Lot 43 in Circuit Court Partition of the Ogden Estates Subdivision of part of Blocks 20, 31 and 32 in Kinzie Addition to Chicago in the North 1/2 of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; and Lot 44 in Circuit Court Partition of Ogden Estates Subdivision of part of Blocks 20, 31, and 32 in Kinzie's Addition to Chicago in the North 1/2 of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, except that part thereof described as follows: Beginning at the Southeast corner of said Lot 44; thence West along the South line of said Lot a distance of 109.149 feet; thence Northeasterly along a straight line which forms an angle of 30 degrees 02 minutes 48 seconds, as measured from the East to the Northeast from the last described line, a distance of 24.355 feet; thence East along a straight line, which forms an angle of 150 degrees as measured from the Southwest through the South and East to the Northeast from the last described line, a distance of 29.887 feet to a point of curve; thence Northeasterly along a curve concave to the Northwest and having a radius of 25.633 feet an arc distance of 36.567 to a point of tangency; thence Northeasterly along a straight line a distance of 75.639 feet to a point on the North line of said Lot, said point being 22.056 feet West of the Northeast corner of said Lot; thence East along said North line a distance of 22.056 feet to the Northeast corner of said Lot; thence South along the East line of said Lot to the point of beginning, in Cook County, Illinois,

which survey (the "Plat") is attached as Exhibit "D" to the Declaration of Condominium Ownership for 530 Lake Shore Drive Condominium recorded in Cook County, Illinois on July 31, 2003 as Document No. 0321245006 (the "Declaration"), together with its undivided percentage interest in the Common Elements; and

- (ii) The exclusive right to the use of the Limited Common Element(s) comprised of Parking Space(s) numbered 705 & 707 as delineated on the Plat and as described in Subparagraph 8(a) of the Declaration, (such space, or each such space, as the case may be, a "Related Parking Space") except that if the word "NONE" is specified, no such right to the exclusive use of any Parking Space is transferred or assigned hereby;

Near North National Title Corp  
222 North LaSalle Street  
Chicago, Illinois 60601

181 54054010

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Permanent Real Estate Index Declaration Numbers (Prior to recording Declaration): 17-10-211-013  
17-10-211-014

Common Address: 530 North Lake Shore Drive, Unit 1402, Chicago, Illinois 60611,

all subject, however, to (i) general real estate taxes which are a lien but not yet due and payable, (ii) provisions of the Declaration, (iii) utility easements, and any easements established by or implied from the Declaration, (iv) applicable zoning, building and other laws or ordinances, including building lines and setbacks, and the provisions of the ordinance passed by the City of Chicago establishing a special service area recorded as Document No. 91705841 (which does not affect residential property), (v) Covenant Respecting Sewer and Water Lines dated September 5, 2002, and recorded September 6, 2002 as Document No. 0020981761, (vi) matters shown on the Plat, (vii) limitations and conditions imposed by the Act, (viii) installments due after the date of Closing of assessments established and/or levied pursuant to the Declaration, (ix) Seller's right to repurchase the Unit and each Related Parking Space under the circumstances and on the terms and conditions specified in Paragraphs 20 and 21 of the purchase agreement between Seller and Craig J. Finlayson and Courtney Dwight pertaining to the Unit and each Related Parking Space (the "Purchase Agreement"), and shown in Exhibit A, attached hereto and made a part hereof, and by which, by the acceptance of this deed, the grantee(s) herein (as Purchaser) agree(s) to be bound, and (x) acts done or suffered by or judgments against Grantee.

GRANTOR also hereby 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 Condominium; and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining land described therein.

GRANTOR hereby warrants title to the aforesaid property, subject to the matters affecting title thereto described above, against the acts of Grantor, and the lawful claims of every person claiming said property or any part thereof or any interest therein, by, through, or under Grantor by reason of said acts, but not otherwise.

### CERTIFICATE

GRANTOR certifies, in accordance with Subparagraph 8(b) of the Declaration, that a copy of this deed has been delivered to the Board (as defined in Subparagraph 1(b) of the Declaration).

IN WITNESS WHEREOF, Grantor has signed these presents on October 29, 2003.

530 LAKE SHORE DRIVE, LLC,  
an Illinois limited liability company

By: [Signature]  
Its: VICE PRESIDENT

STATE OF ILLINOIS     )  
  )SS  
COUNTY OF COOK     )

The foregoing instrument was acknowledged before me on October 29, 2003 by RICHARD ZISO OK  
VICE PRESIDENT of 530 Lake Shore Drive, LLC, an Illinois limited liability company, on behalf of said company.

[Signature: Sunny Robin]  
"OFFICIAL SEAL"  
SUNNY ROBIN  
Notary Public, State of Illinois  
My Commission Expires July 29, 2006

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## EXHIBIT A

### Paragraphs 20 and 21 of Purchase Agreement Pertaining to Unit No. 1402 And Parking Space(s) 705 & 707 in 530 Lake Shore Drive Condominium

*Capitalized words or phrases in the paragraphs below not otherwise defined therein have the same respective meanings as ascribed thereto in the Purchase Agreement.*

#### 20. Right of Repurchase.

(a) Purchaser hereby represents and warrants as of the date hereof and as of the Closing Date that Purchaser is, and will be, acquiring the Unit and each Related Parking Space for personal use and not for resale and that in acquiring the Unit and each Related Parking Space, Purchaser is not acting as agent or nominee for any undisclosed party. Purchaser hereby grants Seller a right to repurchase the Unit and each Related Parking Space on the terms and conditions herein after set forth. If within one (1) year after the Closing Date Purchaser contracts to sell or lease the Unit, Seller shall have the right to repurchase the Unit and each Related Parking Space, provided, however, that such Seller shall have no such right if such failure to so reside in the Unit or sale or lease is a result of Purchaser's death, disability, divorce, separation or job-related transfer. Purchaser shall notify Seller in writing not more than thirty (30) days subsequent to the execution of such a proposed sale, which notice shall contain the name and address of the proposed purchaser or tenant and shall contain a copy of the proposed contract of sale or lease. Seller shall have the right to repurchase the Unit and the Related Parking Space, which right shall be exercised by written notice to Purchaser within thirty (30) days after receipt of said notice from Purchaser on the following terms: (i) the price shall be the Repurchase Price (as hereinafter defined), plus or minus prorations of general real estate taxes, prepaid insurance premiums, monthly assessments and other similar proratable items; (ii) Purchaser shall convey, by Limited Warranty Deed, good, marketable and insurable title to the Unit and each Related Parking Space 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 similar to the Escrow; and (iv) Purchaser shall bear all costs of the escrow and title insurance in the amount of the Repurchase Price. The term "Repurchase Price" shall mean the Purchase Price, adjusted by the costs of all Changes pursuant to Paragraph 10 [of the Agreement], if any, plus the cost of any improvements made by Purchaser to the Unit after the Closing Date, which costs shall be established by copies of paid bills and cancelled checks delivered to Seller at the time of giving of Purchaser's thirty (30) day notice to Seller. If Seller notifies Purchaser within the aforesaid thirty (30) day period of its election to purchase the Unit and the Related Parking Space, then such repurchase shall be closed within thirty (30) days after the giving of Seller's notice of such election. If Seller repurchases the Unit and the Related Parking Space, as provided herein, Purchaser agrees to reconvey the Unit and the Related Parking Space 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.

(b) If Seller gives written notice to Purchaser within said thirty (30) day period that it does not elect to execute said repurchase right, or if Seller fails to give any written notice to Purchaser during the thirty (30) day period, then Seller's right to repurchase the Unit and each Related Parking Space shall terminate and Purchaser may proceed to close the proposed sale; provided, however, that if Purchaser fails to close the proposed sale with the proposed purchaser on the terms and conditions contained in the aforesaid notice, the right of repurchase granted to Seller herein shall remain in effect and shall be applicable to any subsequent sale by Purchaser of the Unit and each Related Parking Space within the remainder of the said one (1) year period. If Purchaser so proceeds to close the sale as aforesaid, upon Purchaser's request, Seller will execute and deliver to Purchaser a release of Seller's right under this Paragraph 20, which delivery may be conditioned upon closing of such sale.

(c) Any sale, assignment or conveyance of the Unit or any Related Parking Space in violation of the provisions of this Paragraph 20 shall be null and void and of no force and effect. The Deed to be delivered on the Closing Date hereunder shall contain provisions incorporating the foregoing right of repurchase.

(d) For purposes of this Paragraph 20 the words "sell" or "sale" shall include among other definitions any sale, transfer, articles of agreement for deed, corporate transfer or other voluntary conveyance of the Unit or the Related Parking Space, any partnership interest in any partnership owning an interest in the Unit or the Related Parking Space, any lease with an option to repurchase the Unit or the Related Parking Space, any assignment of this Agreement, any




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assignment (except for collateral purposes only) of all or any portion of the beneficial interest or power of direction under any trust which owns legal or beneficial title to the Unit or the Related Parking Space for consideration or any conveyance or transfer which intends directly or indirectly to cause the transfer of the right of ownership. **Notwithstanding the foregoing, upon Purchaser's request, Seller will deliver a written release of its rights under this Paragraph 20 as and when (i) all units in the Building are either under contract to be sold, in each case pursuant to a firm, non-contingent contract with a ten percent (10%) earnest money deposit having been made, or have been so sold and closed and (ii) and the closing of the sale of forty (40) units in the Building has first occurred.**

(e) **Seller's right of repurchase under this Paragraph 20 is hereby subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the Unit and the Related Parking Space.**

**21. Dispute Resolution.** Except for actions for breach of warranty and fraud, if any legal action is commenced within five (5) years after Closing by or on behalf of Purchaser, its successors or assigns, against Seller, its agents, servants, or any member or manager of Seller, or any other party affiliated with Seller, for any claim or cause of action arising directly or indirectly from the purchase, or use and occupancy of the Unit or the Related Parking Space, then, at the option of Seller, its successors and assigns, within a period of five (5) years from the date of the institution of said action, and upon sixty (60) days prior written notice to Purchaser, Seller, its successors and assigns, may tender to Purchaser the Purchase Price (plus or minus prorations of general real estate taxes, prepaid insurance premiums, monthly assessments and other similar proratable items) adjusted by the cost of all Changes, if any, plus five percent (5%) and plus the cost of any improvements made by Purchaser to the Unit and the Related Parking Space after the Closing Date (which costs shall be established by copies of paid bills and canceled checks delivered to Seller) as liquidated damages, for all damages of any kind and nature whatsoever. Purchaser shall tender title to Seller, its successors and assigns, by Special Warranty Deed, good, marketable and insurable title to the Unit and Related Parking Space (subject only to the Permitted Exceptions, excluding acts of Purchaser, existing at Closing and any acts of Seller), a title insurance policy, possession of the Unit and the Related Parking Space and a release of all claims against Seller, its successors and assigns, and this transaction shall be deemed rescinded. Closing shall be effected through an escrow similar to the Escrow. Purchaser shall bear the cost of the title insurance in the amount of the purchase price set forth in this Paragraph 21. The costs of the escrow shall be paid by Seller. The Deed to be delivered on the Closing Date hereunder shall contain provisions incorporating the foregoing remedy. **Seller's remedy under this Paragraph 21 is hereby subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the Unit and the Related Parking Space.**

CHIDOC01, 327463.1

<p><b>CITY OF CHICAGO</b></p>  <p><b>CITY TAX</b></p> <p>JAN. 12. 04</p> <p>REAL ESTATE TRANSACTION TAX DEPARTMENT OF REVENUE</p>	<p><b>REAL ESTATE TRANSFER TAX</b></p> <p>0317250</p> <p>FP326675</p>	<p><b>COOK COUNTY</b></p> <p>REAL ESTATE TRANSACTION TAX</p>  <p><b>COUNTY TAX</b></p> <p>JAN. 12. 04</p> <p>REVENUE STAMP</p>	<p><b>REAL ESTATE TRANSFER TAX</b></p> <p>0021150</p> <p>FP326657</p>
<p># 0000006683</p>		<p># 0000004943</p>	
<p>STATE OF ILLINOIS</p>  <p><b>STATE TAX</b></p> <p>JAN. 12. 04</p> <p>REAL ESTATE TRANSFER TAX DEPARTMENT OF REVENUE</p>		<p><b>REAL ESTATE TRANSFER TAX</b></p> <p>0042300</p> <p>FP326703</p>	
<p># 0000007080</p>		<p># 0000007080</p>	