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MAIL TO:

HAI LIPSHUTZ
1120 W. Belmont
Chi. Il. 60657

Doc#: 0403427033

Eugene "Gene" Moore Fee: \$34.50

Cook County Recorder of Deeds

Date: 02/03/2004 10:27 AM Pg: 1 of 6

501010109

SPECIAL WARRANTY DEED

THIS INDENTURE made this 26th day of January, 2004 between BOSWORTH PLACE LLC, an Illinois limited liability company, 1246 West George, Chicago, Illinois 60657, 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, as GRANTOR, and Fuad and Fetija Bektasevic as joint tenants, as GRANTEES.

WITNESSETH, the Grantor, 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, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the Grantees, and to its heirs and assigns, FOREVER, all of the following described real estate, situated in the County of Cook and State of Illinois known and described as follows, to wit:

See Exhibit ¹³ attached hereto.

PIN: 14-20-300-023-0000

COMMON ADDRESS: 1532-42 West Cornelia, Chicago, Illinois 60657

Together with all and singular the hereditament 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, unto the Grantees, either in law or in equity, of, in and to the above described premises, with the hereditament and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the Grantee, its heirs and assigns forever.

Grantor also hereby grants to Grantee, his, her or their heirs and assigns, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said real estate set forth in that certain Declaration of Covenants, Conditions, Restrictions and Easements for The Bosworth Place Condominium Association made January __, 2004 and recorded on the January __, 2004 in the Office of the Recorder of Cook County, Illinois as Document Number _____ (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 real estate described therein. This deed is subject to all rights, easements, covenants, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein. Grantor further reserves to itself and its successors and assigns, and Grantee hereby grants to Grantor and its successors and assigns, the right to remedy as provided in Paragraph 20 of the Purchase Agreement dated November 4, 2003 BOSWORTH PLACE LLC, an Illinois limited liability company and Fuad Bektasevic for the purchase of the real estate (the "Purchase Agreement") the terms of which are set forth on Exhibit C, attached hereto and made a part hereof. The foregoing right of remedy herein reserved by Grantor and granted by Grantee pursuant to Paragraph 20 of the Purchase Agreement is hereby subordinated to the rights of the holder of any

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mortgage or trust deed hereafter placed upon the real estate described herein.

And the Grantor, for itself, and its successors and assigns, does covenant, promise and agree, to and with Grantee, his, her or their 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, WILL WARRANT AND DEFEND, subject to:

See Exhibit B attached hereto.

TO HAVE AND TO HOLD the same unto said Grantee, and to the proper use, benefit and behalf, forever, of said Grantee.

IN WITNESS WHEREOF, Grantor has caused its name to be signed the date and year first above written.

BOSWORTH PLACE LLC,
an Illinois limited liability company

By: THE BRIXTON GROUP, LTD., an Illinois
corporation
Its: Manager

By: _____
Geoffrey W. Ruttanberg, President


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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, Nancy Schiavone, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Geoffrey W. Ruttenberg, president of THE BRIXTON GROUP, LTD., an Illinois Corporation, manager of BOSWORTH PLACE LLC, an Illinois limited liability company, Grantor, personally known 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 and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said Grantor, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 26th day of January, 2004.



Notary Public

This instrument was prepared by:
Nancy Schiavone, Esq. 54 West Hubbard Street, Suite 205, Chicago, IL 60610



Send subsequent tax bills to:

FNAD BELKASEVIC
2910 W. Rascheil
Chi. IL 60625

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EXHIBIT A


LEGAL DESCRIPTION

**1532 WEST CORNELIA AVENUE,
CHICAGO, ILLINOIS**

UNIT 1532-3, TOGETHER WITH THE EXCLUSIVE RIGHT TO USE, STORAGE #4, A LIMITED COMMON ELEMENT IN THE BOSWORTH PLACE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 24 IN BLOCK 4 IN LANE PARK ADDITION TO LAKE VIEW IN SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT B TO THE DECLARATION OF CONDOMINIUM RECORDED JANUARY 30, 2004 AS DOCUMENT NUMBER 0403032052, AND AS AMENDED, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

STATE TAX	STATE OF ILLINOIS	# 0000007209	REAL ESTATE TRANSFER TAX
	 FEB.-3.04 REAL ESTATE TRANSFER TAX DEPARTMENT OF REVENUE		00325.00
			FP326703
COUNTY TAX	COOK COUNTY REAL ESTATE TRANSACTION TAX	# 0000005073	REAL ESTATE TRANSFER TAX
	 FEB.-3.04 REVENUE STAMP		00162.50
			FP326657
CITY TAX	CITY OF CHICAGO	# 0000006810	REAL ESTATE TRANSFER TAX
	 FEB.-3.04 REAL ESTATE TRANSACTION TAX DEPARTMENT OF REVENUE		02437.50
			FP326675

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EXHIBIT B

SUBJECT TO:

- (i) current non-delinquent real estate taxes and taxes for subsequent years;
- (ii) special taxes or assessments for improvements not yet completed and other assessments or installments thereof not due and payable at the time of Closing;
- (iii) the Act and the Ordinance, including all amendments thereto;
- (iv) the Declaration, including all amendments and exhibits attached thereto;
- (v) public, private and utility easements recorded at any time prior to Closing (as hereinafter defined) including any easements established by or implied from the Declaration, or amendments thereto.
- (vi) covenants, conditions, agreements, building lines and restrictions of record;
- (vii) applicable building and zoning laws, statutes, ordinances and restrictions;
- (viii) roads and highways, if any;
- (ix) leases and licenses affecting Common Elements and/or the common property governed and operated by the Association;
- (x) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of Closing and which the Seller shall so remove at that time by using the funds to be paid upon delivery of the Deed;
- (xi) matters over which the Title Company is willing to insure;
- (xii) acts done or suffered by the Purchaser or anyone claiming by, through or under Purchaser; and
- (xiii) Purchaser's mortgage.

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EXHIBIT C

**TO SPECIAL WARRANTY DEED DATED JANUARY 26, 2004
CONVEYING UNIT 1532-3,
1532-42 WEST CORNELIA, CHICAGO, ILLINOIS**

20. REMEDY. Except for actions for breach of warranty and fraud, if any legal action commenced within five (5) years after Closing by or on behalf of Purchaser, its successors or assigns, against Seller, its agents, servants, or any shareholder or partner (general or limited) 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 Dwelling Unit, 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 back 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 Dwelling Unit 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 Dwelling Unit (subject only to the Permitted Exceptions, excluding acts of Purchaser, existing at Closing and any acts of Seller), a title insurance policy, and possession of the Dwelling Unit, 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 20. The costs of the escrow shall be paid by Seller. The Deed to be delivered on the Closing Date hereunder shall contain provisions incorporated the foregoing remedy. Seller's remedy under this Paragraph 20 is hereby subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the Dwelling Unit.