# **UNOFFICIAL**



Doc#: 0429902117

Eugene "Gene" Moore Fee: \$32.00

Cook County Recorder of Deeds

Date: 10/25/2004 09:40 AM Pg: 1 of 5

### WARRANTY DEED

The Grantor, O'K PARK AVENUE ASSOCIATES, L.P. an Illinois limited partnership, 8231 West 185th Street, Tinley Park, Illinois, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, and pursuant to the authority given by the General Partner of said limited partnership, CONVEYS and WARRANTS to RICHARD M. BANDRINGA the following real estate situated in the County of Cook and State of Illinois, to wit:

SEE EXHIBIT A ATTACHED HEPETO AND MADE A PART HEREOF

Property Address: 18547 Dearborn Court, Tinley Park, Illinois 60477

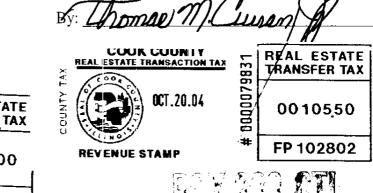
**Property Identification Number:** 31-06-216-055-0000

Subject to: SEE EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF

IN WITNESS WHEREOF, said Grantor has caused its name to be signed to these presents by its General Partner, this 30<sup>th</sup> day of September 2004.

OAK PARK AVENUE ASSOCIATES, L.P. an Illinois limited partnership

By: Curran Enterprises, L.L.C., its General Partner



STATE OF ILLINOIS

OCT. 20.04

REAL ESTATE TRANSFER TAX

DEPARTMENT OF REVENUE

REAL ESTATE TRANSFER TAX

002 1100

FP 102808

7782

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# UNOFFICIAL COPY

STATE OF ILLINOIS	)
	) SS
COUNTY OF COOK	)

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that Thomas M. Curran, Jr., a manager of Curran Enterprises, L.L.C., the General Partner of Oak Park Avenue Associates, L.P., an Illinois limited partnership, personally known to me 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 said instrument as his own free and voluntary act as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and NOTARIAL SEAL this 30<sup>th</sup> day of September, 2004.

OFFICIAL (EAL"

GAIL M. LINHART

LO ATY PUBLIC State of 11 Inois

M.Y. DRAMISSION EXPIRES 09/10/05

Sail M Linhait NOTARY PUBLIC

750/1/C@

This Instrument Prepared By: Barbara Condit Canning

Burke, War.er, MacKay & Serritella, P.C.

330 North Wa'oash, 15th Floor

Chicago, Illinois 69611

Send Subsequent Tax Bills To: Oak Park Avenue Associates, L.P.

8231 West 185<sup>th</sup> Street

Suite 300

Tinley Park, Illinois 60477

Return Recorded Deed To: Richard M. Bandringa

18547 Dearborn Court

Tinley Park, Illinois 60477

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### EXHIBIT A

## LEGAL DESCRIPTION

#### PARCEL 1:

LOT 50-3 IN WEST POINT MEADOWS UNIT 9, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF NORTHEAST 1/4 OF FRACTIONAL SECTION 6, TOWNSHIP 35 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIAN BOUNDARY LINE, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 21, 2004 AS DOCUMENT NUMBER 0426519100.

#### PARCEL 2:

EASEMENT APPURITNANT TO AND FOR THE BENEFIT OF PARCEL 1 AS REATEL
ASEMENTS RE
O TIME, AND SHOW
Tinley Park, Illus.

Tax Identification Number: 31-06-216-055-0000 CREATED BY THE DECLARATION OF COVENANTS AND RESTRICTIONS AND EASEMENTS RECORDED AS DOCUMENT 99940254, AS AMENDED FROM TIME TO TIME, AND SHOWN ON THE PLAT RECORDED AS DOCUMENT 0426519100.

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### **EXHIBIT B**

- (i) Declaration of Covenants, Conditions and Restrictions for WEST POINT MEADOWS COMMUNITY ASSOCIATION ("Declaration") recorded with the Cook County Recorder of Deeds on October 5, 1999 as Document No. 99940254 as amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions for WEST POINT MEADOWS COMMUNITY ASSOCIATION, recorded with the Cook County Recorder of Deeds on February 25, 2000 as Document No. 00141114 ("Declaration");
- (ii) Applicable zoning, planned development and building laws and ordinances and other ordinances of record;
- (iii) Covenants, conditions, agreements, building lines and restrictions of record;
- (iv) Easements to any municipality and public utility easements and easements recorded prior to closing, including those established by or implied from, the Declaration or any amendments thereto;
- (v) If any, rights of the public, the municipality and adjoining contiguous owners to use and have maintained the drainage ditches, feeders, laterals and water detention basins located in or serving the property;
- (vi) All roads and highways, if any;
- (vii) General real estate taxes not yet due and payable, and
- (viii) Title objections caused by Grantee or anyone claiming through Grantee.

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# UNOFFICIALICOPY

## 8231 WEST 185<sup>TH</sup> STREET TINLEY PARK, ILLINOIS 60477

September 30, 2004

Richard M. Bandringa 18547 Dearborn Court Tinley Park, Illinois 60477

Re:

Purchase of Lot 50, Unit 3

West Point Meadows

18547 Dearborn Court, Tinley Park, Illinois (the "Premises")

Dear Mr. Bandinga:

As of the closing date, your home has not been assigned an individual real estate tax identification number and, therefore, an individual tax bill for your home is not available. When we receive notification of your tax number, we will forward it to you. No real estate tax proration has been given to you for the year 2003 taxes payable in 2004 or for the year 2004 taxes payable in 2005.

You will be responsible for the real estate taxes assessed against your home after the closing date of September 30, 2004. Upon receipt of the final tax bill for year 2004 taxes payable in 2005, we will be responsible for 274/365 of such taxes and you will be responsible for 92/365 of such taxes. In the event the individual tax numbers have not teen issued for the year 2004 taxes, we will calculate, in a fair and equitable manner using the square footage of the Premises, your proportionate share of such taxes that are attributable to the Premises for 2004 with you being responsible for 92/365 of such proportionate share. You agree to promptly pay sums may be owed by you

This letter of agreement shall be binding upon the undersigned and shall survive the closing. In the event that you fail to promptly pay the amount owed by you, we reserve the right to pursue any remedies which may be available to us for collection of the amount owed. You will be responsible for any and all legal expenses (including attorneys' fees) which we incur in collecting the amounts due by you under this Agreement.

Very truly yours,

OAK PARK AVENUE ASSOCIATES, L.P., an Illinois limited partnership

By: Curran Enterprises, L.L.C., its general partner

By: Thomas M. Curan &

ACCEPTED & AGREED to this 30<sup>th</sup> day of September 2004.

Purchaser: Richard M. Bandringa

10752/00001/330881/1