

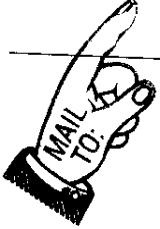
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MAIL TO:

COVRAD E. FALK
19 S. LaSalle - Suite 900
Chicago, IL 60603



Doc#: 0430327074
Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 10/29/2004 12:26 PM Pg: 1 of 6



SPECIAL WARRANTY DEED

512040215 Deeds
107 S
NNNT

THIS INDENTURE made this 15th day of October, 2004 between 859 W. ERIE LLC, an Illinois limited liability company, 833 North Orleans Street, Suite 400, Chicago, Illinois 60610, 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 Kant Patel and Devendra Patel, as joint tenants and not as tenants in common, of 39 Harrison Lane, Streamwood, Illinois, as GRANTEE. *and Rama K. Patel*

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 Grantee, and to their 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:

PARCEL 1:

UNIT(S) 808 AND P-24 IN THE APEX CONDOMINIUM AS DELINEATED AND DEFINED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

PART OF BLOCK 33 IN OGDEN'S ADDITION TO CHICAGO, BEING PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH VACATED ALLEYS IN SAID BLOCK 33, ALL IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS "EXHIBIT B" TO THE DECLARATION OF CONDOMINIUM RECORDED ON MARCH 24, 2004, AS DOCUMENT NUMBER 0408432122, AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH SUCH UNIT'S UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON EXCLUSIVE EASEMENT APPURTENANT FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN THE THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS, AND BY-LAWS FOR ERIE POINTE TOWNHOMES CONDOMINIUM RECORDED ON JANUARY 29, 2002 AS DOCUMENT NUMBER 00200115329 IN COOK COUNTY, ILLINOIS.

TAX PARCEL IDENTIFICATION NUMBER: 17-08-235-045 (AFFECTS THE UNDERLYING LAND AND OTHER PROPERTY)

COMMONLY KNOWN AS: UNITS 808 AND P-24 AT 859 WEST ERIE STREET, CHICAGO, ILLINOIS 60622

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

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Together with all and singular the hereditaments 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 Grantee, either in law or in equity, of, in and to the above described premises, with the hereditaments 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 Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for The Apex Condominium dated March 1, 2004, and recorded on March 24, 2004, in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 0408432122, as amended from time to time (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 Paragraphs 19 and 20 of the Purchase Agreement dated June 12, 2002, between 859 W. ERIE LLC, an Illinois limited liability company and Kanti Patel and Devendra Patel for the purchase of the real estate (the "Purchase Agreement") the terms of which are set forth on Exhibit A, attached hereto and made a part hereof. The foregoing right of remedy herein reserved by Grantor and granted by Grantee pursuant to Paragraphs 19 and 20 of the Purchase Agreement is hereby subordinated to the rights of the holder of any 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 incumbered or charged, except as herein recited, and that GRANTOR WILL WARRANT AND DEFEND the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, subject to the following provided that the same do not interfere with Grantee's use or access of the Living Unit or the Parking Unit:

- (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 hereto;
- (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 and an easement in favor of IDOT;
- (vi) covenants, conditions, agreements, building lines and restrictions of record;
- (vii) applicable building and zoning laws, statutes, ordinances and restrictions;
- (viii) road and highways, if any;
- (x) leases and licenses affecting Common Elements;
- (x) Development Agreement dated August 30, 2000 with Erie Pointe Townhomes Condominium Association;
- (xi) Easement Agreement with Erie Pointe Townhomes Condominium Association;
- (xii) 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;
- (xiii) matters over which the Title Company is willing to insure;
- (xiv) acts done or suffered by the Grantee or anyone claiming by, through or under Grantee; and
- (xv) Grantee's mortgage.

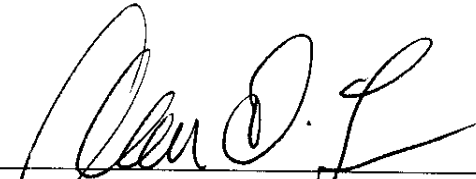
TO HAVE AND TO HOLD the same unto said Grantee, and to the proper use, benefit and behalf, forever, of said Grantee.

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

859 W. ERIE LLC, an Illinois limited liability company

BY: BELGRAVIA GROUP, LTD., an Illinois corporation, its manager


By: 
Alan D. Lev, President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Alan D. Lev, President of BELGRAVIA GROUP, LTD., an Illinois corporation, manager of 859 W. ERIE 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 15th day of October, 2004.




Notary Public

THIS INSTRUMENT WAS PREPARED BY: Ruttenberg & Ruttenberg, 833 North Orleans Street #400, Chicago, Illinois 60610

Send Subsequent Tax Bills To:

Devandra Patel
3531 Vanilla Grass Dr
Naperville, IL 60540

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EXHIBIT A

TO SPECIAL WARRANTY DEED DATED OCTOBER 15, 2004, CONVEYING
UNIT(S) 808 AND P-24 AT 859 WEST ERIE STREET, CHICAGO, ILLINOIS 60622

All defined terms herein shall have their meaning assigned to them in the Purchase Agreement

19. RIGHT OF REPURCHASE (REVISED).

(a) Purchaser hereby represents and warrants as of the date hereof and as of the Closing Date that Purchaser is acquiring the Dwelling Unit and the Parking Unit ~~for personal use and not for resale or lease~~ and that in acquiring the Dwelling Unit and the Parking Unit, Purchaser is not acting as agent or nominee for any undisclosed party. Purchaser hereby grants Seller a right to repurchase the Dwelling Unit and the Parking Unit on the terms and conditions hereinafter set forth. ~~If Purchaser does not reside in the Dwelling Unit within seven (7) months after the Closing Date, or if within one (1) year after the Closing Date~~ Purchaser contracts to sell ~~or lease~~ the Dwelling Unit or the Parking Unit, Seller shall have the right to repurchase the Dwelling Unit and the Parking Unit; provided, however, that such Seller shall have no such right if such ~~failure to so reside in the Dwelling Unit or sale or lease~~ is a result of Purchaser's death, disability, divorce, separation or job-related transfer outside of the Chicago metropolitan area. Purchaser shall notify Seller in writing not more than thirty (30) days subsequent to the execution of such a proposed sale ~~or lease~~, 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~~, including the conditions of such sale ~~or lease~~. Seller shall have the right to repurchase the Dwelling Unit and the Parking Unit, which right shall be exercised by written notice to Purchaser within thirty (30) days after receipt of said notice from Purchaser, ~~or within thirty (30) days after each seven (7) month period~~, on the following terms: (i) the price shall be the Repurchase Price (as hereinafter defined), plus or minus proration of general real estate taxes, prepaid insurance premiums, monthly assessments and other similar proratable items; (ii) Purchaser shall convey, by Special Warranty Deed, good, marketable and insurable title to the Dwelling Unit and the Parking Unit 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 Repurchase Price shall be the Purchase Price, adjusted by the costs of all Changes pursuant to Paragraph 4, if any, plus the cost of any improvements made by Purchaser to the Dwelling Unit and the Parking Unit after the Closing Date, which costs shall be established by copies of paid bills and canceled checks delivered to Seller either at the time of giving of Purchaser's thirty (30) day notice to Seller ~~or within thirty (30) days after such seven (7) month period~~. If Seller notifies Purchaser within the aforesaid thirty (30) day period of its election to purchase the Dwelling Unit and the Parking Unit, then such repurchase shall be closed within thirty (30) days after the giving of Seller's notice of such election. If Seller repurchases the Dwelling Unit and the Parking Unit, as provided herein, Purchaser agrees to reconvey the Dwelling Unit and the Parking Unit 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 Dwelling Unit and the Parking 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 Dwelling Unit and the Parking Unit shall terminate and Purchaser may proceed to close the proposed sale ~~or lease~~; provided, however, that if Purchaser fails to close the proposed sale ~~or lease~~ with the proposed purchaser ~~or tenant~~ 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 ~~or lease~~ by Purchaser of the Dwelling Unit and the Parking Unit within the remainder of the said one (1) year period. If Purchaser so proceeds to close the sale ~~or lease~~ as aforesaid, upon Purchaser's request, Seller will execute and deliver to Purchaser a release of Seller's rights under this Paragraph 19, which delivery may be conditioned upon closing of such sale ~~or lease~~.

(c) Any sale, lease, assignment or conveyance of the Dwelling Unit or the Parking Unit in violation of the provisions of this Paragraph 19 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 19 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 Dwelling Unit or the Parking Unit, any partnership interest in any partnership owning an interest in the Dwelling Unit or the Parking Unit, ~~any lease with an option to purchase the Dwelling Unit or the Parking Unit~~, any assignment of this Agreement, any 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 Dwelling Unit or the Parking Unit 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 19 following the closing of the sale of the last unit to be constructed in the Building.

(e) Seller's right of repurchase under this Paragraph 19 is hereby subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the Dwelling Unit and the Parking Unit.

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20. **REMEDY.** Except for actions for breach of warranty and fraud, in the event of any legal action commenced within five (5) years after Closing by or on behalf of the Purchaser, its successors or assigns, against the 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 and the exclusive right to use Parking Unit, then, at the option of the 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 the Purchaser, the Seller, its successors and assigns, may tender back to the 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 and the exclusive right to use Parking 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 and the exclusive right to use Parking 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 the exclusive right to use Parking Unit, and this transaction shall be deemed rescinded. Closing shall be effected through an escrow as described in Paragraph 7(b) hereof. 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 and the exclusive right to use Parking Unit.

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

UNIT(S) 808 AND P-24 IN THE APEX CONDOMINIUM AS DELINEATED AND DEFINED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

PART OF BLOCK 33 IN OGDEN'S ADDITION TO CHICAGO, BEING PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH VACATED ALLEYS IN SAID BLOCK 33, ALL IN COOK COUNTY, ILLINOIS.

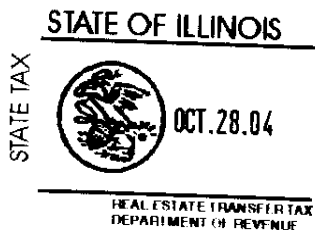
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PARCEL 2:

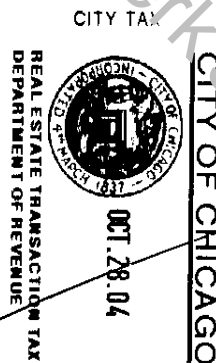
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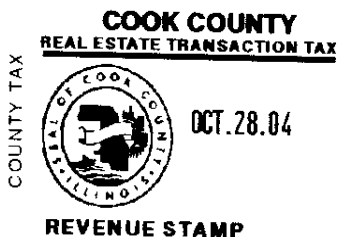
COMMONLY KNOWN AS: UNITS 808 AND P-24 AT 859 WEST ERIE STREET, CHICAGO, ILLINOIS 60622



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REAL ESTATE TRANSFER TAX
00230.00
FP326703



0000007732
REAL ESTATE TRANSFER TAX
01725.00
FP326675



0000006050
REAL ESTATE TRANSFER TAX
00115.00
FP326657