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Doc#: 0432045091
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 11/15/2004 10:19 AM Pg: 1 of 4

UPON RECORDING
MAIL TO: ↓

JOHN F. CONLON, ESQ.
5701 N ASHLAND
CHICAGO, ILLINOIS 60660

04/10-13280
143

SPECIAL WARRANTY DEED

PRAIRIE TITLE
100 N. LASALLE SUITE 1100
CHICAGO, IL 60602

THIS INDENTURE made this 8 day of NOVEMBER, 2004 between 6117 N HOYNE, L.L.C. AN ILLINOIS LIMITED LIABILITY COMPANY, 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 BRADLEY CARLTON, GRANTEE.

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, ALLEN AND CONVEY unto the Grantee, and to his 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:

and G45
UNIT 3N IN THE NORTH HOYNE PLACE CONDOMINIUMS, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING TRACT OF LAND:
LOTS 18 AND 19 IN IRVING H. FLAMM AND OTHERS ADDITION TO NORTH EDGEWATER BEING A SUBDIVISION OF THAT PART OF SOUTH 60 RODS OF EAST 65-2/3 RODS OF SOUTHEAST 1/4 OF NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF CENTER OF NORWOOD STREET (EXCEPT WEST 5 ACRES THEREOF) (EXCEPT THE EAST 4 ACRES THEREOF INCLUDING THAT PART OF SAID TRACT HERETOFORE DEDICATED FOR PUBLIC STREETS) IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0430634022, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

TAX PARCEL IDENTIFICATION NUMBER: 14-06-119-004-0000

COMMONLY KNOWN AS: UNIT 3N, 6117 NORTH HOYNE, CHICAGO, ILLINOIS 60659

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

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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 NORTH HOYNE PLACE CONDOMINIUM dated the 28 day of OCT, 2004, and recorded on 11/1, 2004, in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 0430634022, 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 15.0 of the Purchase Agreement dated SEPTEMBER 21, 2004, between 6117 N HOYNE, L.L.C. AN ILLINOIS LIMITED LIABILITY COMPANY, and BRADLEY CARLTON 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 15.0 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 Dwelling Unit or the Parking Space:

- (a) current non-delinquent real estate taxes and taxes for subsequent years;
- (b) INTENTIONALLY DELETED;
- (c) the Condominium Property Act of the State of Illinois and the Municipal Code of the City of Chicago, Section _____, including all amendments thereto;
- (d) the Declaration, including all amendments and exhibits attached thereto;
- (e) public, private and utility easements recorded at any time prior to closing, including any easements established by or implied from the Declaration, or amendments thereto;
- (f) covenants, conditions, agreements, building lines and restrictions of record, including those contained in the Deeds recorded as document numbers _____ and _____ as to use, type and cost of improvements on the Property, none of which having been violated;
- (g) applicable building and zoning laws, statutes, ordinances and restrictions;
- (h) roads and highways, if any;
- (i) leases and licenses affecting Common Elements;

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- (j) 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 this Deed;
- (k) matters over which the Title Company (as hereinafter defined) is willing to insure;
- (l) acts done or suffered by the Grantee or anyone claiming by, through or under Grantee; and
- (m) Grantee's mortgage, if any.

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

"THE TENANT, IF ANY, OF UNIT 6117 NORTH HOYNE, UNIT 3N, CHICAGO, ILLINOIS 60659 HAS WAIVED OR HAS FAILED TO EXERCISE THE RIGHT OF FIRST REFUSAL."

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

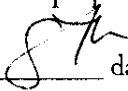

6117 NORTH HOYNE, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY

BY:


IGOR LUKATCH, ITS MANAGING MEMBER

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 the aforesigned, 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  day of , 2004.




Notary Public

THIS INSTRUMENT WAS PREPARED BY:
KLISE & BIEL, LTD. 1478 WEST WEBSTER AVENUE, CHICAGO, ILLINOIS 60614

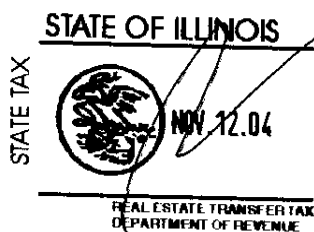
Send Subsequent Tax Bills To:
BRADLEY CARLTON
6117 NORTH HOYNE, UNIT 3N
CHICAGO, ILLINOIS 60659

UNOFFICIAL COPY**EXHIBIT A**

TO SPECIAL WARRANTY DEED DATED NOVEMBER 8, 2004
 CONVEYING UNIT NO. 3N AT
 6117 NORTH HOYNE, CHICAGO, ILLINOIS 60659

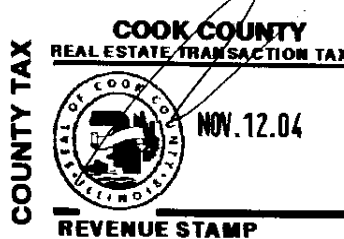
All defined terms herein shall have their meaning assigned to them in the Purchase Agreement

15.0 Remedy. If any legal action is commenced within ten (10) years after closing by or on behalf of Buyer, its successors or assigns, against Seller, its agents, servants or any shareholder, officer, director or partner (general or limited) of Seller or any other party affiliated with Seller ("Seller"), for any claim or cause of action arising directly or indirectly from the purchase or use, occupancy, construction or operation of the Premises, then, at the option of Seller, within a period of one (1) year from the date of institution of said action, and upon sixty (60) days prior written notice to Buyer, Seller may tender to Buyer One Hundred Five (105%) percent of the original purchase price (plus or minus prorations of current general real estate taxes and/or monthly assessments and other similar proratable items) and Buyer shall tender clear and marketable title to Seller, free of any liens, claims or encumbrances, by Warranty Deed and other customary closing documents, together with an ALTA Title Insurance Policy insuring good and marketable title to the Premises, possession of the Premises, and a release of all claims against Seller, and this transaction shall then be deemed rescinded. Buyer shall bear the cost of all title insurance, recordings and transfer stamp charges in the amount of the purchase price set forth in this Paragraph. Seller's remedy under the Paragraph 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 (if any). The transaction shall be closed through a customary deed and money escrow with the title insurer. This paragraph shall survive the closing and the delivery of the deed thereunder.



0000072825

REAL ESTATE TRANSFER TAX
0029600
FP326669



0000145132

REAL ESTATE TRANSFER TAX
0014800
FP326670

City of Chicago
 Dept. of Revenue
 358953



Real Estate
 Transfer Stamp
 \$2,220.00

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