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Doc#: 0435535056
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 12/20/2004 07:55 AM Pg: 1 of 4

**SPECIAL
WARRANTY
DEED
ILLINOIS**

1 of 3

This instrument was prepared by:
Ami J. Oseid
PATRICK J. POWERS, LTD.
19 S. LaSalle Street, Suite 902
Chicago, Illinois 60603

CHC

Randall M. Kaploe

Know All Men By These Presents, that 815 N. Marshfield Corp., an Illinois Corporation, (the "Grantor"), for and in consideration of the sum of ten dollars (\$10.00) in cash and other good and valuable consideration, in hand paid, by ~~Randy Kaploe~~ (the "Grantee") of 1301 W. Madison, Chicago, Illinois to Grantor, the receipt and sufficiency of which is hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents, does GRANT, BARGAIN, SELL and CONVEY unto Grantee the following described Real Estate situated in the County of Cook, in the State of Illinois, to wit:

ef

See legal description attached hereto as Exhibit "A"

Address of Real Estate: 815 N. Marshfield Unit 401, Chicago, Illinois 60622

Permanent Index Number: 17-06-440-009-0000, 17-06-440-010-0000, and 17-06-440-011-0000 (underlying)

(the "Property") subject to the matters listed on Exhibit "B", attached hereto and incorporated herein for all purposes, but only to the extent such matters presently are valid, binding, and enforceable against the Property (the "Permitted Encumbrances");

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, subject to the Permitted Encumbrances, unto Grantee, its successors, heirs, legal representatives, administrators, and assigns, FOREVER; and the Grantor hereby does bind itself, its successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, its successors, legal representatives, and assigns, forever, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise, subject to (i) the Permitted Encumbrances and (ii) general real estate taxes not yet due and payable.

GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM, AFORESAID, AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS

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EXHIBIT A

Legal Description

UNIT 401 IN THE MARSHFIELD CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THE SOUTH 25 FEET OF LOT 14 AND ALL OF LOT 15 IN BLOCK 24 IN JOHNSTON'S SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM, RECORDED AS DOCUMENT 0409103024; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF P-11, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID, RECORDED AS DOCUMENT 0409103024.

Commonly known as: 815 N. Marshfield, Unit 401, Chicago, Illinois 60622-5130

Permanent index numbers: 17-06-440-009-0000; 17-06-440-010-0000; and
17-06-440-011-0000 (underlying)

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EXHIBIT B

Permitted Encumbrances

- (a) ²⁰⁰⁴ general real estate taxes not due and payable at the time of Closing;
- (b) the Act and Code;
- (c) the Condominium Documents, including all amendments and exhibits thereto;
- (d) applicable zoning and building laws and ordinances;
- (e) acts done or suffered by Purchaser or anyone claiming by, through, or under Purchaser;
- (f) easements, agreements, conditions, covenants, and restrictions of record, if any;
- (g) leases and licenses affecting the Common Elements or Purchased Unit;
- (h) liens and other matters of title over which the title company, as hereinafter defined, is willing to insure without cost to Purchaser;
- (i) special taxes or assessments for improvements not yet completed and other assessments or installments thereof not due and payable at the time of Closing;
- (j) applicable building and zoning laws, statutes, ordinances and restrictions;
- (k) roads and highways, if any;
- (l) Purchaser's mortgage; and
- (m) existing leases and tenancies.