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THIS INDENTURE, made this 16 day of December, 2004 between Centrum-Field, L.L.C., a 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 Linois, whose

business address is c/s Centrum



Doc#: 0436435097

Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 12/29/2004 09:03 AM Pg: 1 of 4

Properties, Inc., 225 West Aubbard Street, 4th Floor, Chicago, Illinois 60610, party of the first part, and John J. Condne III and Stacy Wilhite, husband and wife, who reside at: 2622 N. Spaulding Avenue, 1N, Chicago, IL 60647, party of the second part, WITNESSETH, that the party of the first part, for and in consideration of the sum of Ten and No/100 - - - - (\$10.00) - - - - Dollars and other good and valuable consideration, in hard paid, and pursuant to authority given by the Manager of said limited liability company, by these presents does REMISE RELEASE, ALIEN AND CONVEY unto the party of the second part, and to their heirs and assigns FOREVER, as tenants by the entirety and not as tenants in common or as joint tenants, all the following described land, situated in the County of Cook and State of Illinois known and described as follows, to-wit:

See Exhibit A attached hereto and made a part hereof.

Subject to:

1

See Exhibit B attached hereto and made a part hereof.

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 an 1 profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the party of the first part, either in a v or in equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND 10 HOLD the said premises as above described, with the appurtenances, unto the party of the second part, its heirs and assigns forever.

Party of the first part also hereby grants to the party of the second part, its successors and a sign's, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of savi r. operty set forth in the Declaration of Easements, Restrictions, and Covenants for Elmwood Park Rowhouses Howcowners Association aforesaid, and party of the first part reserves to itself, its successors and assigns, the rights and easem and set forth in said Declaration for the benefit of the remaining property described therein.

This deed is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

And the party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the party of the second part, its 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, it WILL WARRANT AND FOREVER DEFEND.

After Recording Return to:

JOHN CONDNE 7430 W. FULLETON AVE ELMWOOD PARK, IC 60707

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Centrum-Field, L.L.C., an Illniois limited

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IN WITNESS WHEREOF, said party of the first part has caused its name to be signed to these presents by its authorized Agent, the day and year first written above.

liability company By: John McLinden, a Manager State of ILLINOIS))ss. County of COOK I, the undersigned, a No ary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that John McLinden, personally known to me to be a Manager of Centrum-Field, L.L.C., an Illinois limited liability company, and 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 as such Manager, he signed and delivered the said instrument, pursuant to the authority give t by the Board of Managers of said limited liability company as his free and voluntary act, and as the free and voluntary act of said limited liability comapny for the uses and purposes therein set forth. Given under my hand and official seal, this / OFFICIAL SEAL FER MULVA! Commission Mary B. Koberstein, Esq. This instrument was prepared by: Centrum Properties, Inc. 225 West Hubbard, 4th Floor Chicago, IL 60610 STATE OF ILLINOIS REAL ESTATE 0000081880 Send Subsequent Tax Bills To: TRANSFER TAX DEC.27.04 0030000 REAL ESTATE TRANSFOR TAX DEPARTMENT OF REVENUE FP 102808 Village of Elmwood Park Real Estate Transfer Stamp Elmwood Park l COUR COUNTY REAL ESTATE ATE TRANSACTION TAX COUNTY TAX TRANSFER TAX DEC.27.04 0015000 .rranty Deed.doc

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Exhibit A

Legal Description

Parcel 1:

Lot <u>36</u> in the Plat of Centrum's Central Park Subdivision in the West half of the Southeast Quarter of Section 25, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, Plat recorded March 22, 2004 as Document No. 0408227118.

Parcel 2:

Nonexclusive, perpetual and reciprocal easement for the benefit of Parcel 1 as created by the Reciprocal Easement Agreement record at as Document No. 0417033216, for ingress and egress, utilities and temporary construction over the following described real estate: Outlot B in Plat of Centrum's Central Park Subdivision aforesaid.

Address: 7430 Fullerton, Elmwood Park, IL 50707 County Clark's Office

PIN: 12-25-434-013-0000

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Exhibit B

Permitted Exceptions

- (1) real estate taxes not yet due and payable;
- **(2)** special taxes or assessments for improvements not yet completed and other assessments or installments thereof not due and payable;
- applicable zoning, planned unit development and building laws or ordinances; (3)
- encroachments, utility easements, covenants, conditions, restrictions, easements, and (4) agreements of record, provided none of the foregoing materially adversely affect Grantee's quiet use and enjoyment of the premises as a residence;
- (5) the Declaration and all amendments and exhibits thereto;
- (6) party wall rights and obligations as set forth in the Declaration and/or any document ente ed into for the purpose, in whole or in part, to establish and regulate such party th.

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 Clarks

 Office wall right; and obligations; and
- **(7)** acts done in suffered by Grantee, or anyone claiming, by, through, or under Grantee.