

UNOFFICIAL COPY



WARRANTY DEED

Doc#: 0513649081
Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 05/16/2005 01:14 PM Pg: 1 of 3

5634980 ticor

TR Chicago Avenue Partners, L.P.,
an Illinois limited partnership, duly
authorized to transact business in the
State of Illinois (herein, "Grantor"),
with its principal office at 1415
Sherman Avenue, Suite 101,
Evanston, Illinois 60201, for and 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, **CONVEYS** and

WARRANTS to **David Rogal and Christopher Hoover** (herein collectively, the "Grantee"), residing
at 545 Hinman #1, Evanston, Illinois 60201, as joint tenants, all the following described Real
Estate situated in the County of Cook, State of Illinois, to wit:

PARCEL 1: UNIT NUMBER C709 IN THE 1210-1236 CHICAGO AVENUE CONDOMINIUM,
AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:
CERTAIN LOTS OR PARTS THEREOF IN G.M. LIMITED PARTNERSHIP-
CONSOLIDATION AND IN F.B. BREWER'S SUBDIVISION, EACH IN THE NORTHWEST
1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD
PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE
DECLARATION OF CONDOMINIUM RECORDED DECEMBER 28, 2001 AS DOCUMENT
NUMBER 0011237861; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN
THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE RIGHT TO THE USE OF P-67 AND P-68 AND S-67, A LIMITED COMMON
ELEMENT AS DESCRIBED IN THE AFORESAID DECLARATION.

PARCEL 3: EASEMENTS IN, UNDER, OVER, UPON, THROUGH AND ABOUT THE "CITY
PROPERTY" FOR THE BENEFIT OF PARCELS 1 AND 2 AS DEFINED AND GRANTED
IN ARTICLE 2 OF THE REDEVELOPMENT AGREEMENT/AGREEMENT OF RECIPROCAL
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR 1210 CHICAGO
AVENUE DEVELOPMENT BETWEEN THE CITY OF EVANSTON AND TR CHICAGO
AVENUE PARTNERS, L.P. DATED JULY 17, 2000 AND RECORDED AUGUST 3, 2000 AS
DOCUMENT NO. 00589859.

TO HAVE AND TO HOLD the said Real Estate forever, SUBJECT TO:

Current general real estate taxes, taxes for subsequent years and special taxes or
assessments; the Illinois Condominium Property Act; the Declaration of
Condominium Ownership; applicable zoning, planned development and building
laws and ordinances and other ordinances of record; acts done or suffered by
Grantee or anyone claiming by through or under Grantee; covenants, conditions,
agreements, building lines and restrictions of record; easements recorded at any
time prior to closing, including any easements established by or implied from the
Declaration of Condominium Ownership or amendments thereto and any
easements provided therefor; and Grantee's mortgage, if any.

3

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 Ownership for 1210-1236
Chicago Avenue Condominium (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
property described therein. This deed is subject to all rights, easements, covenants, conditions,

UNOFFICIAL COPY

EXHIBIT A TO WARRANTY DEED

from
TR Chicago Avenue Partners, L.P.
to
David Rogal and Christopher Hoover

Excerpt of Paragraph 22(b) of Real Estate Agreement

If Purchaser shall institute or initiate legal action against Seller or its general partner at any time within two (2) years subsequent to the Closing, then Seller shall have the option to repurchase the Unit from Purchaser. Seller's right shall be exercised by written notice to Purchaser at any time after Purchaser commences or joins in legal action against Seller, on the following terms: (i) the price shall be the original Purchase Price, plus eighty percent (80%) of the amount of any Extras paid for by Purchaser, plus or minus prorations of general real estate taxes and monthly assessments; (ii) Purchaser shall convey, by warranty deed, good marketable, and insurable title to the 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 as described in Paragraph 6(c) hereof; and (iv) Purchaser shall bear all costs of the escrow and title insurance in the amount of the original Purchase Price. No adjustment to the original Purchase Price shall be made for the cost of any improvements made by Purchaser to the Unit after the Closing. If Seller notifies Purchaser of its election to repurchase the Unit, then such repurchase shall be closed within thirty (30) days after the giving of Seller's notice of such election. In the event of Seller's repurchase of the Unit, as provided herein, Purchaser agrees to reconvey the 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 Unit. Seller's right of repurchase under this Paragraph 22(b) is hereby subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the Unit.

CITY OF EVANSTON
Real Estate Transfer Tax 017382
City Clerk's Office

PAID APR 21 2006 AMOUNT \$ 1,750.00

Agent mp

RA

