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THIS DOCUMENT WAS PREPARED BY:

RUTTENBERG & RUTTENBERG
833 N. Orleans Street, Suite 400
Chicago, IL 60610



Doc#: 0523426019 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/22/2005 09:34 AM Pg: 1 of 5

AFTER RECORDING MUST BE RETURNED TO:

MAIL TO: Mitchell Whittaker
Ronald M. Gonsky CTD
815 W. Van Buren #400
Chicago IL 60607

BG 01051206 254

This space is for RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

THIS INDENTURE made this 9TH DAY OF AUGUST, 2005 between **MILWAUKEE OHIO 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 **RONALD GONSKY and CAROL GONSKY** of 2642 N. Lakewood Avenue, Chicago, IL 60614, as 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, 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:

SEE EXHIBIT A 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 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 unit set forth in the declaration of condominium for Bella Como Condominium recorded in the Office of the Recorder of Deeds of Cook County, Illinois, 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 April 13, 2004, between **MILWAUKEE OHIO LLC**, an Illinois limited liability company and **RONALD GONSKY and CAROL GONSKY** for the purchase of the real estate (the "Purchase Agreement") the terms of which are set forth on EXHIBIT B, 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.

SLC
ERHS

Near North National Title
222 N. LaSalle
Chicago, IL 60601

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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 encumbered 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:

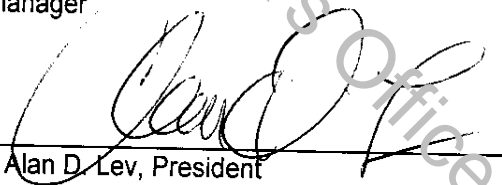
- (i) General real estate taxes for the years ~~2004~~²⁰⁰⁵ ~~second installment~~^{and} all subsequent taxes not yet due and payable for tax numbers 17-08-243-003, 17-08-243-005, 17-08-243-006 and 17-08-243-019. Note: Affects the underlying land. There has been no tax division for individual units.
- (ii) Terms, conditions, covenants and provisions contained in the Party Wall Termination and Agreement dated December 3, 2003 and recorded January 14, 2004 as document number 0401432136 made by and between Milwaukee Ohio LLC, an Illinois limited liability company and Irving and Marilyn Naiditch.
- (iii) Terms, provisions, covenants, restrictions and options contained in and rights and easements established by the Declaration of Condominium recorded July 15, 2005 as document number 0519632129, as amended from time to time.
- (iv) Declaration of Covenants, Conditions, Restrictions and Reciprocal Easements for 544 N. Milwaukee Avenue, recorded July 15, 2005 as document number 0519632128 and the terms and provisions therein.
- (v) Provisions, conditions and limitations as created by the Condominium Property Act.
- (vi) Matters as disclosed by the plat of survey prepared by Gremley and Beidermann, dated July, 2005 and attached as Exhibit D of the Declaration of Condominium, recorded as document number 0519632129:
 - a) Encroachment of concrete located mainly on the land West and adjoining over and onto the subject land by a distance of 0.10 feet. Note: Affects the common area
- (vii) Terms, conditions, provisions and restrictions contained in the Covenant for Water and Services recorded May 11, 2004 as document number 0415227101.

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

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

MILWAUKEE OHIO LLC, an Illinois limited liability company

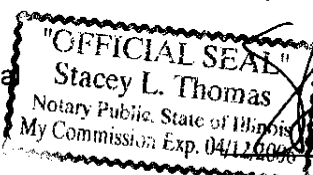
By: BELGRAVIA GROUP, LTD., an Illinois corporation,
its manager

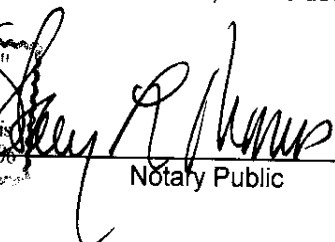
By: 
Alan D. Lev, President

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 **MILWAUKEE OHIO 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 9th day of August, 2005.




Notary Public

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EXHIBIT A Legal Description

Parcel 1:

Unit 302 and Parking Space Unit P-18 in The Bella Como Condominium as delineated on a plat of survey of The Bella Como Condominium, which plat of survey is part of the following described parcel of real estate and is attached as Exhibit D to the Declaration of Condominium recorded July 15, 2005 as document number 0519632129, as amended from time to time, together with such unit's undivided percentage interest in the common elements:

That part of Lots 1 and 2 and the vacated alley adjoining said Lots and part of Lots 16 and 17, all taken as a tract, in Block 19 in Ogden's Addition to Chicago, a subdivision in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, beginning at the most Easterly corner of said Lot 2; Thence North 48° 10' 59" West along the Northeasterly line of Lots 1 and 2 for a distance of 80.22 feet; Thence North 89° 59' 10" West along the North line of Lots 16 and 27 for a distance of 45.79 feet; Thence South 00° 23' 00" East 147.67 feet; Thence North 64° 37' 35" East 19.86 feet to a corner of Lot 2; Thence North 89° 37' 00" East along a South line of Lot 2 for a distance of 7.93 feet to the Southeasterly line of Lot 2; Thence North 42° 35' 36" East along said Southeasterly line 116.30 feet to the point of beginning, (except from said tract that part thereof lying above a horizontal plane of 13.46 feet above Chicago City datum and lying below a horizontal plane of 26.46 feet above Chicago City Datum and falling within the boundaries projected vertically described as follows: commencing at the most Easterly corner of said Lot 2; Thence North 48° 10' 59" West along the Northeasterly line of Lots 1 and 2 for a distance of 66.66 feet to the point of beginning; Thence continuing North 48° 10' 59" West along said Northeasterly line 10.88 feet; Thence South 41° 49' 01" West 5.10 feet; Thence North 48° 10' 59" West 2.63 feet; Thence North 41° 49' 01" East 5.10 feet; Thence North 89° 59' 10" West along the North line of Lots 16 and 27 for a distance of 40.44 feet; Thence South 00° 00' 00" East 4.26 feet; Thence North 90° 00' 00" East 0.35 feet; Thence South 00° 00' 00" East 12.25 feet; Thence North 90° 00' 00" West 5.59 feet; Thence South 00° 23' 00" East 65.33 feet; Thence North 42° 35' 46" East 53.84 feet; Thence North 47° 24' 14" West 7.15 feet; Thence South 42° 35' 46" West 1.10; Thence North 47° 24' 14" West 7.24 feet; Thence North 42° 35' 46" East 20.51 feet; Thence South 47° 24' 14" East 5.87 feet; Thence North 42° 35' 46" East 17.80 feet to the point of beginning), in Cook County, Illinois.

Also, That part of Lots 1 and 2 and the vacated alley adjoining said Lots and part of Lots 16 and 17, all taken as a tract, in Block 19 in Ogden's Addition to Chicago, a subdivision in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, commencing at the most Easterly corner of said Lot 2; Thence North 48° 10' 59" West along the Northeasterly line of Lots 1 and 2 for a distance of 80.22 feet; Thence North 89° 59' 10" West along the North line of Lots 16 and 17 for a distance of 45.79 feet; Thence South 00° 23' 00" East 81.84 feet; Thence North 42° 35' 46" East 20.37 feet; Thence North 47° 24' 14" West 5.14 feet to the point of beginning; Thence North 42° 35' 46" East 4.05 feet; Thence North 47° 24' 14" West 4.50; Thence South 85° 42' 35" West 5.0 feet; Thence South 42° 35' 46" West 0.40 feet; Thence South 47° 24' 14" East 7.92 feet to the point of beginning, in Cook County, Illinois.

Parcel 2:

Easements for the benefit of Parcel 1 as created by Declaration of Covenants, Conditions, Restrictions and Reciprocal Easements recorded July 15, 2005 as document number 0519632128 for ingress and egress, structural support, maintenance, encroachments and use of common walls, ceilings and floors over and cross the retail property.

Parcel 3:

Easements for the benefit of Parcel 1 as created by the aforesaid Declaration of Covenants, Conditions, Restrictions and Reciprocal Easements, for ingress and egress and use and maintenance of all facilities located in the Commercial Parcel, as defined therein, and connected to facilities located in the Residential Parcel, as therein defined, including without limitation, those facilities specifically described and delineated therein as the "Low Voltage Room," the "Low Voltage Room Easement Area," the "Gas Closet" and the "Gas Closet Easement Area."

TAX PARCEL IDENTIFICATION NUMBERS (AFFECT THE UNDERLYING LAND AND OTHER PROPERTY):
17-08-243-003-0000; 17-08-243-005-0000; 17-08-243-006-0000; AND 17-08-243-019-0000

COMMONLY KNOWN AS: 544 NORTH MILWAUKEE AVENUE, CHICAGO, ILLINOIS 60622

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EXHIBIT B

TO SPECIAL WARRANTY DEED DATED AUGUST 9, 2005 CONVEYING
UNIT 302 AND PARKING UNIT P-18 AT 544 N. MILWAUKEE AVENUE, CHICAGO, ILLINOIS 60622

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

19. RIGHT OF REPURCHASE.

(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. Furthermore, Purchaser shall have the right to sell his Dwelling Unit prior to the expiration of the one year dwelling requirement once Seller has closed on all the Dwelling Units in the building. 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 such seven (7) month period, on the following terms: (i) the price shall be the Repurchase Price (as hereinafter defined), plus or minus prorations 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

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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.

20. **REMEDY.** Except for actions for breach of warranty and fraud, in the event of any legal action commenced within ten (10) years after Closing by or on behalf of the Purchasers, their 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 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 Purchasers, the Seller, its successors and assigns, may tender back to the Purchasers the Purchase Price (plus or minus prorations of general real estate taxes, pre-paid 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 Purchasers 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) as liquidated damages, for all damages of any kind and nature whatsoever. Purchasers shall tender title to Seller, its successors and assigns, by Special Warranty Deed, good, marketable and insurable title to the Dwelling Unit and the Parking Unit (subject only to the Permitted Exceptions, excluding acts of Purchasers, existing at Closing and any acts of Seller), a title insurance policy, and possession of the Dwelling Unit and the Parking Unit, and this transaction shall be deemed rescinded. Closing shall be effected through an escrow as described in Paragraph 7(b) hereof. Purchasers 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 Parking Unit.

COOK COUNTY
REAL ESTATE TRANSACTION TAX
AUG. 17.05
0000367236

STATE OF ILLINOIS
AUG. 17.05
000009876

CITY OF CHICAGO
AUG. 17.05
000009166

REAL ESTATE TRANSFER TAX
0017900
FP326657

REAL ESTATE TRANSFER TAX
0035800
FP326703

REAL ESTATE TRANSFER TAX
0268500
FP326675

COOK COUNTY SEAL OF COOK COUNTY ILLINOIS
STATE OF ILLINOIS SEAL OF THE STATE OF ILLINOIS
CITY OF CHICAGO SEAL OF THE CITY OF CHICAGO

COUNTY TAX
STATE TAX
CITY TAX

REVENUE STAMP
REAL ESTATE TRANSFER TAX DEPARTMENT OF REVENUE
REAL ESTATE TRANSFER TAX DEPARTMENT OF REVENUE