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Doc#: 0608302010 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/24/2006 07:23 AM Pg: 1 of 4

MAIL TO:

THEA PAZEN, ESQ.
3839 NORTH KENNETH AVENUE
SUITE 300
CHICAGO, ILLINOIS 60641

AMERICAN TITLE order # 1337747 (2 of 2)

SPECIAL WARRANTY DEED

THIS INDENTURE made this 3RD day of MARCH, 2006 between 3400-3410 W SUNNYSIDE, 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 SUSAN AND JEFFREY NICHOLAS, 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 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:

UNIT _3400-2 IN WEST SUNNYSIDE PLACE CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOTS 23 AND 24 IN BLOCK 1 IN A.H. HILL AND COMPANY'S NORTHWESTERN ELEVATED ROAD ADDITION, BEING A SUBDIVISION OF THE NORTH HALF OF SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT B TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED DECEMBER 22, 2005, AS DOCUMENT 0535618005, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 13-14-216-031-0000
Address(es) of Real Estate: _3400_ WEST SUNNYSIDE AVENUE, UNIT _2_, STORAGE SPACE S-14_ CHICAGO, ILLINOIS 60625


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,

4cc

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Property of Cook County Clerk's Office

COOK COUNTY
REAL ESTATE TRANSACTION TAX



MAR. 16 06

000027357


REAL ESTATE TRANSFER TAX

00117.50

FP 103028

REVENUE STAMP

STATE OF ILLINOIS



MAR. 16 06

000027152


REAL ESTATE TRANSFER TAX

00235.00

FP 103027

REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE

CITY OF CHICAGO



MAR. 16 06

000027177

REAL ESTATE TRANSACTION TAX

00132.50

FP 10302812

REAL ESTATE TRANSACTION TAX
DEPARTMENT OF REVENUE

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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 real estate set forth in that certain Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for WEST SUNNYSIDE PLACE Condominium dated the 21ST day of DECEMBER, 2005, and recorded on DECEMBER 22, 2005, in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 0535618005, 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 JANUARY 30, 2006, between 3400-3410 W SUNNYSIDE, L.L.C., an Illinois limited liability company, and SUSAN AND NICHOLAS JEFFREY

for the purchase of the real estate. 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 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 provided that the same do not interfere with Grantee's use or access of the Dwelling Unit or the Storage Space:

- (a) current non-delinquent real estate taxes and taxes for subsequent years;
- (b) the Declaration, including all amendments and exhibits attached thereto;
- (c) 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;
- (d) 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;
- (e) applicable building and zoning laws, statutes, ordinances and restrictions;

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- (f) roads and highways, if any;
- (g) leases and licenses affecting Common Elements;
- (h) 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;
- (i) matters over which the Title Company (as hereinafter defined) is willing to insure;
- (j) acts done or suffered by the Grantee or anyone claiming by, through or under Grantee; and
- (k) 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 _____ AND/OR STORAGE UNIT _____ 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.

3400-3410 W SUNNYSIDE, L.L.C., an Illinois limited liability company

BY: _____
SAM DAMSA, managing member

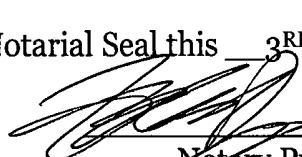

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that SAM DAMSA, managing member of 3400-3410 W SUNNYSIDE, L.L.C., 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 3RD day of MARCH 2008


 Notary Public


THIS INSTRUMENT WAS PREPARED BY:

KLISE & BIEL, LTD. 1478 WEST WEBSTER AVENUE, CHICAGO, ILLINOIS 60614

Send Subsequent Tax Bills To:

SUSAN NICHOLAS, 3400 WEST SUNNYSIDE UNIT 2, CHICAGO, ILLINOIS 60625

Grantee's address