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Chicago Title Insurance Company

SPECIAL WARRANTY DEED ILLINOIS STATUTORY



0615002061D

Doc#: 0615002061 Fee: \$28.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/30/2006 08:37 AM Pg: 1 of 3

THE GRANTOR(S), OPTIMA OLD ORCHARD WOODS, LLC., an Illinois Limited Liability Company, of the City of Glencoe, County of Cook, State of Illinois, created and existing under and by virtue of the laws of the State of Illinois, for and in consideration of TEN & 00/100 DOLLARS, and other good and valuable consideration in hand paid, CONVEY(S) and Warrant(s) to Mitchell Pomper (An), An unmarried man

(GRANTEE'S ADDRESS) 1030 N. State St., 34J, Chicago, IL 60610
of the County of Cook, all interest in the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

SEE LEGAL DESCRIPTION ATTACHED, EXHIBIT "A"

SUBJECT TO: SEE ATTACHED, EXHIBIT "A"

Permanent Real Estate Index Number(s): 10-09-304-026-0000

Address(es) of Real Estate: Unit 808, 9655 Woods Dr., Skokie, Illinois 60077

Dated this 9th day of May, 2006

OPTIMA OLD ORCHARD WOODS, LLC,
an Illinois Limited Liability Company

By: OPTIMA OLD ORCHARD WOODS MEZZANINE, LLC,
an Illinois Limited Liability Company, its Member

By: OPTIMA OLD ORCHARD WOODS DEVELOPMENT, LLC
an Illinois Limited Liability Company, its Manager

By: David C. Hovey
David C. Hovey, Its Manager

FIRST AMERICAN TITLE
1395055

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STATE OF ILLINOIS, COUNTY OF LAKE ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT DAVID C. HOVEY, Manager of OPTIMA OLD ORCHARD WOODS DEVELOPMENT, LLC, an Illinois Limited Liability Company, As Manager of OPTIMA OLD ORCHARD WOODS MEZZANINE, LLC, an Illinois Limited Liability Company, as the Member of OPTIMA OLD ORCHARD WOODS, LLC, an Illinois Limited Liability Company, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 9th day of May, 2006



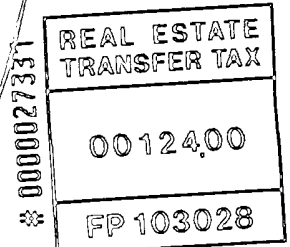
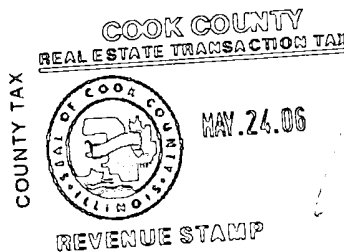
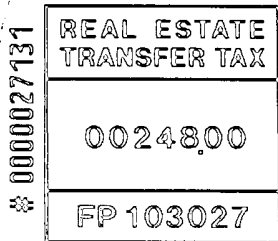
[Handwritten Signature]
(Notary Public)

Prepared By: Richard J. Nakon
121 East Liberty Street, Suite 3
Wauconda, Illinois 60084

Mail To: *Anne Hemmings*
Schain, Burner, Russ & Citron, Ltd
222 N. LaSalle, Ste. 1910
Chicago, IL 60601
Name & Address of Taxpayer:

VILLAGE OF SKOKIE, ILLINOIS
Economic Development Tax
Skokie Code Chapter 10
Paid: \$744
Skokie Office 04/28/06

Mitchell Pomper
~~Unit 808, 9655 Woods Drive~~
~~Skokie, IL 60077~~
1030 N. State St., Apt. 34J
Chicago, IL 60610



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UNIT 808 AND PARKING SPACE P316, IN OPTIMA OLD ORCHARD WOODS OAK CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: PART OF LOT 2 IN OLD ORCHARD WOODS SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PLAT OF SURVEY IS ATTACHED AS "EXHIBIT C" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED FEBRUARY 10, 2006, AS DOCUMENT NO. 0604139025, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT DESCRIBED HEREIN, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID UNIT SET FORTH IN THE DECLARATION OF CONDOMINIUM; AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

Subject to: (a) current general real estate taxes, taxes for subsequent years and special taxes or special assessments; (b) the Act; (c) the Condominium Declaration; (d) applicable zoning, planned development and building laws and ordinances and other ordinances of record; (e) encroachments onto the Property, if any; (f) acts done or suffered by Purchaser or anyone claiming by, through or under Purchaser; (g) covenants, conditions, agreements, building lines and restrictions of record as of the Closing Date; (h) easements recorded at any time prior to Closing, including any easements established by or implied from the Condominium Declaration or Amendments thereto and any easements provided therefore; (i) rights of the public, the local municipality and adjoining contiguous owners to use and have maintained any drainage ditches, feeders, laterals and water detention basins located in or serving the Property, (j) roads or highways, if any; (k) Purchaser's mortgage, if any; and (l) liens, encroachments and other matters over which "Title Company" (hereinafter defined) is willing to insure at Seller's expense; (m) liens or encumbrances of a definite or ascertainable amount which may be removed at the time of Closing by payment of money at the time of Closing; (n) right of repurchase in favor of Grantor pursuant to Paragraph 24 of the Real Estate Agreement entered into between Grantor and Grantee, which right of repurchase expires on May 9, 2007; and (o) Public Record Agreement.