

UNOFFICIAL COPY

THIS DOCUMENT WAS PREPARED BY:

Jeremy Reis, Esq.
BELGRAVIA GROUP, LTD
833 N. Orleans Street, Suite 400
Chicago, IL 60610



Doc#: 0617305186 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/22/2008 12:45 PM Pg: 1 of 11

AFTER RECORDING MUST BE RETURNED TO:

MAILED
John Rose, Esq.
Schiff Hardin LLP
6600 Sears Tower
Chicago IL 60611

This space is for RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

THIS INDENTURE made this 15th day of June, 2006 between **Hartland Park Townhomes LLC**, an Illinois limited liability company, 833 North Orleans Street, Suite 400, Chicago, IL 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 **Andrew Levy and Staci Levy, husband and wife as joint tenants with the right of survivorship**, of 2743 N Wolcott, #44 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 its 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.

TAX PARCEL IDENTIFICATION NUMBER: 14-30-403-175-0009

COMMON ADDRESS: 2635 N. Hartland Court, Chicago, Illinois 60614

Capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase Agreement between Seller and Purchasers

Together with all and singular the hereditament 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, or, in and to the above described premises, with the hereditament 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 Covenants, Conditions, Restrictions and Easements for Hartland Park Townhomes recorded October 26, 2005 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 0529903128 and the rights and easements for the benefit of said real estate set forth in that certain Declaration of Covenants, Conditions, Restrictions and Easements for Hartland Park Master Homeowners' Association dated October 10, 2005 and recorded October 11, 2005 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 0528418110 and re-recorded to correct the legal description on October 12, 2005 as document number 0528527027 ("Master 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 Paragraph 20 of the Purchase Agreement dated 1/24/2004, between

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

1/46

5010105

11hc

UNOFFICIAL COPY

Hartland Park Townhomes LLC, an Illinois limited liability company and Andrew Levy and Staci D'Ancona Levy 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 Paragraph 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.

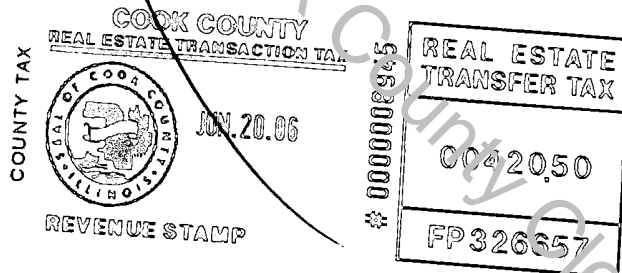
Grantee hereby grants to Wrightwood Development Partners LLC, an Illinois limited liability company, the Declarant under the Master Declaration, and its successors and assigns, the rights and powers set forth on Exhibit C attached hereto and made a part hereof.

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 the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, WILL WARRANT AND DEFEND, subject to:

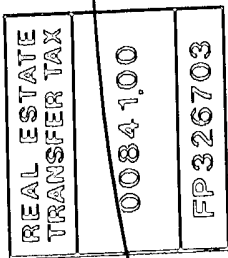
- (i) current non delinquent real estate taxes and taxes for subsequent years;
- (ii) special taxes or assessments for improvements not yet completed and other assessments or installments thereof not due and payable at the time of Closing;
- (iii) the Declarations set forth below, including all amendments and exhibits attached thereto;
- (iv) 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;
- (v) Grant of Easement for utility purposes over, through, under, along, and across part of the land from American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated December 29, 1967 and known as Trust Number 25630 to Peoples Gas Light and Coke company dated November 8, 1973 and recorded November 16, 1973 as document number 22547585.
Note: Affects Parcel 2
- (vi) Existing sewer located in Vacated North Hermitage Avenue.
Note: Affects the common area
- (vii) Grant of Easement from Central National Bank in Chicago, as Trustee under Trust Agreement dated October 20, 1972 and known as Trust Number 1930 to the Peoples Gas Light and Coke Company to construct, reconstruct, renew, replace, operate, maintain, inspect, repair and remove a gas main or pipes and such drips, valves, fittings, meters and other equipment as may be necessary for convenient for such operations, over, through or under, along and across the North 10 feet of Parcel 6 as contained in Grant recorded November 16, 1973 as document number 22547584.
Note: Affects Parcel 2
- (viii) Terms, provisions and requirements contained in Construction and Easement Agreement dated August 30, 2002 and recorded September 5, 2002 as document number 0020976372.
Note: Amendment to Construction and Easement Agreement dated April 22, 2004 and recorded April 29, 2004 as document number 0511903138, to correct the legal description of Exhibit D in the preceding document.
Note: The various easements contained herein affect, in part or in whole, the following: TH-35, TH-34, TH-33, TH-32, THSTAIR-5 and the common area.)
- (ix) Easement for parking purposes as set forth in Easement Agreement dated March 22, 2004 and recorded March 26, 2004 as document number 0408632075, by and between Hartland Park Townhomes LLC, an Illinois limited liability company; Wrightwood Development Partners LLC, an Illinois limited liability company; and 1760 W. Wrightwood Condominium Association, and re-recorded June 2, 2004 as document number 0415427084 to correct the legal description.
Note: Affects the westerly 1 foot of TH-1 and part of the common area.
- (x) Easements, covenants and restrictions contained in a Memorandum of Development Agreement dated August 31, 2004 and recorded September 22, 2004 as document number 0426627163 by and between Wrightwood Development Partners LLC, Hartland Park Townhomes LLC, and Schillaci Birmingham Development II, LLC.
Note: Affects the common area.

UNOFFICIAL COPY

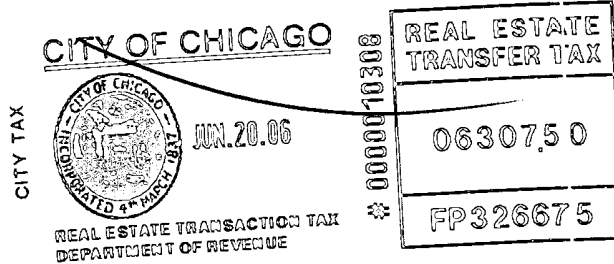
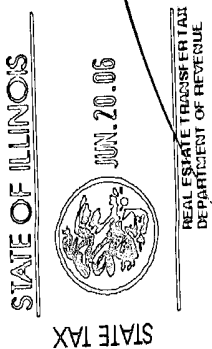
- (xi) Covenants, conditions and restrictions contained in the Plat of Subdivision relating to Hartland Park Subdivision, recorded December 30, 2004 as document number 0435534098.
- (xii) Information and Disclosures contained in a No Further Remediation Notice recorded April 25, 2003 as document number 0311545038.
- (xiii) Information and Disclosures contained in a No Further Remediation Notice recorded July 25, 2003 as document number 0319627065.
- (xiv) Declaration of Covenants, Conditions, Restrictions and Easements for Hartland Park Townhomes recorded October 26, 2005, as document number 0529903128, and the terms and provisions contained therein. Note: Affects the land and other property.
- (xv) Declaration of Covenants, Conditions, Restrictions and Easements for the Hartland Park Master Homeowners' Association dated October 10, 2005 and recorded October 11, 2005 as document number 0528418110 and re-recorded to correct the legal description on October 12, 2005 as document number 0528527027, and the terms and provisions contained therein. Note: Affects the land and other property.
- (xvi) Plat of Survey by Gremley & Biedermann dated April 17, 2006 as Order No. 2006-05560-001.
- (xvii) Non-exclusive easement for access to and the use of that parcel known as TH-STAIR-4, as defined in the Declaration of Easements, Restrictions and Covenants for the Townhomes at Hartland Park Homeowners' Association, recorded October 26, 2005 as document number 0529903128.
- (xviii) Terms, provisions, and conditions regarding the easement described in Parcels 2 through 14.
- (xix) Rights of the adjoining owners to the concurrent use of the easement described in Parcels 2 through 14.
- (xx) acts done or suffered by the Grantee or anyone claiming by, through or under Grantee.



THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK
SIGNATURE PAGE FOLLOWS



* 0000011087



* 0000010308

UNOFFICIAL COPY

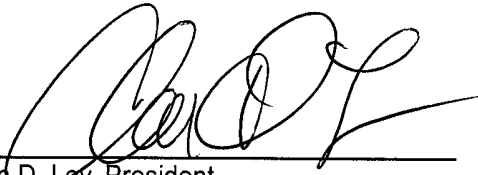
TO HAVE AND TO HOLD the same unto said Grantee, and to the proper use, benefit and behalf, forever, of said Grantee.

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

SELLER:

HARTLAND PARK TOWNHOMES 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)

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, the manager of HARTLAND PARK TOWNHOMES LLC, an Illinois limited liability company, the 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 official seal, June 15, 2006.


Notary Public

SEND SUBSEQUENT TAX BILLS TO:
Andrew & Staci Levy
2635 N. Hartland CT.
Chicago, IL 60614

"OFFICIAL SEAL"
Paulette J. Witschi
Notary Public, State of Illinois
My Commission Expires Nov. 26, 2006

UNOFFICIAL COPY

EXHIBIT A

- LEGAL DESCRIPTION -

Parcel 1:

Lot TH-23 in the Hartland Park Subdivision, being a resubdivision of part of Lot 3 in the Northwestern Terra Cotta Company's Resubdivision of a part of the Northeast Quarter of the Southeast Quarter of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, according to the Plat thereof recorded December 20, 2004 as document number 0435534098, in Cook County, Illinois.

Parcel 2:

Easements for the benefit of Parcel 1 as created by Declaration of Covenants, Conditions, Restrictions and Easements for Hartland Park Townhomes recorded October 26, 2005 as document number 0529903128 for support, party walls, utilities, access and public services, as more fully described therein and according to the terms set forth therein.

Parcel 3:

Non-exclusive easement for the benefit of Parcel 1 as created by Declaration of Covenants, Conditions, Restrictions and Easements for Hartland Park Townhomes recorded as document number 0529903128, for access to and use of TH-STAIR-4.

Parcel 4:

Easements for the benefit of Parcel 1 as created by the Declaration of Covenants, Conditions, Restrictions and Easements for Hartland Park Master Homeowners Association, recorded October 11, 2005 as document number 0528418110, and re-recorded to correct the legal description on October 12, 2005, as document number 0528527027, as more fully described therein and according to the terms set forth therein.

Parcel 5:

A non-exclusive easement for the benefit of Parcel 1 for ingress and egress from said parcel as created by deed from Northwestern Terra Cotta Company to the Rizzo Brothers Warehouse Corporation, dated October 8, 1953 and recorded October 22, 1953 as document 15751224 and amended by agreement recorded as document number 90188588 and rerecorded as document number 90235681 over the following described property:

That part of Lot 3 in Northwestern Terra Cotta Company's resubdivision aforesaid and that part of vacated North Hermitage Avenue lying East of and adjoining said Lot 3 described as follows:

Beginning at the point of intersection of the East line of the West 14 feet of said vacated North Hermitage Avenue with the Southerly line of the present existing driveway which point is 119.33 feet more or less North of the North line of West Wrightwood Avenue and running thence Westerly along said Southerly line of said existing driveway, which Southerly line is a Southerly line of property described as parcel 2, in a deed dated January 30, 1946 and recorded in the Recorder's Office of Cook County, Illinois as document number 13708497 and continuing Westerly along said Southerly line extended a distance of 90.83 feet more or less to its intersection with the East line of property described as Parcel 3 in said deed, thence Northerly along said East line of said Parcel 3 a distance of 10.56 feet to its intersection with a Westward extension of the line of the South face of a brick building; thence Easterly along said line of the South face of a brick building along said Westward extension thereof and along an Eastward extension thereof a distance of 90.73 feet more or less to its intersection with said East line of the West 14 feet of vacated North Hermitage Avenue and thence South along said East line of the West 14 feet, a distance of 10.69 feet to the point of beginning excepting from the above described land any part or parts thereof, if any, which are now occupied by buildings or structures situated, in Cook County, Illinois.

UNOFFICIAL COPY

Easement Parcel 6:

Easement for ingress and egress for the benefit of Parcel 1 over and across the following described land:

That part of Lot or Block 3, together with that part of vacated North Hermitage Avenue lying East of and adjoining said Lot or Block 3, all in Northwestern Terra Cotta Company's resubdivision of a part of the North East 1/4 of the Southeast 1/4 of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, included within a parcel of land bounded and described as follows:

Beginning at the point of intersection of the East line of the West 26 feet of said vacated North Hermitage Avenue with the North line of West Wrightwood Avenue, and running thence North along said East line of the West 26 feet, a distance of 80 feet; thence Northeastwardly a distance of 59.94 feet to a point which is 39 feet East from the West line of said vacated North Hermitage Avenue and 138.50 feet North from said North line of West Wrightwood Avenue; thence Northwestwardly a distance of 92.59 feet to a point on the East line of said West 26 feet which is 230 feet North from said North line of West Wrightwood Avenue; thence North along said East line of the West 26 feet a distance of 260.15 feet to the point of intersection of the East line of the West 26 feet aforesaid, with a Westward extension of the center line of the South wall (measuring 12 1/2 inches in thickness), of a one story brick building situated upon Lot or Block 2 in said Northwestern Terra Cotta Company's resubdivision; thence West along said Westward extension of the center line of said brick wall a distance of 41.32 feet to a point on the West line of the East 15.32 feet of said Lot or Block 3 which is 509.85 feet North from the South line of said Lot or Block 3; thence South along said West line of the East 15.32 feet of said Lot or Block 3, distance of 74.88 feet to the North line of the South 435 feet said Lot or Block 3; thence East along said North line of the South 435 feet of said Lot or Block 3 a distance of 0.32 feet to a point which is 15 feet West from the East line of said Lot or Block 3; thence Southeastwardly along a straight line, a distance of 21.29 feet to a point on the East line of said Lot or Block 3 which is 420 feet North from the South East corner of said Lot or Block 3; thence South along said East line of Lot or Block 3, a distance of 290 feet to the South face of a brick building which is 130 feet North from the South East corner of said Lot or Block 3; thence East along an Eastward extension of the line of said South face of said brick building, a distance of 14 feet; thence South along the East line of the West 14 feet of said vacated North Hermitage Avenue, a distance of 130.02 feet to its intersection with said North line of West Wrightwood Avenue, and thence East along said North line, a distance of 12 feet to the point of beginning, as set forth in grant of easements dated July 15, 1983 and recorded October 5, 1983 as document 26809313.

Excepting therefrom that part vacated by Construction and Easement Agreement recorded September 5, 2002 as document number 0020976372 and described as follows:

Triangle Easement Vacation:

That part of vacated North Hermitage Avenue lying East and adjoining Block 3 in Northwestern Terra Cotta Company's Resubdivision of a part of the Northeast Quarter of the Southeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, described as follows:

Commencing at the point of intersection of the East line of the West 26 feet of said vacated North Hermitage Avenue with the North line of West Wrightwood Avenue and running thence North along said East line of the West 26 feet, a distance of 80 feet to the point of beginning; thence Northeasterly, a distance of 59.94 feet to a point which is 39 feet East from the West line of said vacated North Hermitage Avenue and 138.50 feet North from said North line of West Wrightwood Avenue; thence Northwesterly a distance of 92.59 feet to a point on the East line of said West 26 feet which is 230 feet North from said North line of West Wrightwood Avenue; thence South along said East line of the West 26.0 feet, a distance of 150.0 feet to the point of beginning, in Cook County, Illinois.

Strip Easement Vacation:

That part of vacated North Hermitage Avenue lying East and adjoining Block 3 in Northwestern Terra Cotta Company's Resubdivision of a part of the Northeast Quarter of the Southeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, described as follows:

Beginning at the point of intersection of the East line of the West 26 feet of said vacated North Hermitage Avenue with the North line of West Wrightwood Avenue and running thence North 00 degrees 00 minutes 05 seconds West along said East line of the West 26 feet, a distance of 510.19 feet; thence South 89 degrees 59 minutes 55 seconds West 5.00 feet; thence South 00 degrees 00 minutes 05 seconds East 510.15 feet to the North line of West Wrightwood Avenue; thence South 89 degrees 35 minutes 32 seconds East along said North line 5.00 feet to the point of beginning, in Cook County, Illinois.

UNOFFICIAL COPY

Easement Parcel 7:

Easement for ingress and egress for the benefit of Parcel 1 over, upon and across the following described land:

That part of Lot or Block 3 in Northwestern Terra Cotta Company's resubdivision of a part of the North East 1/4 of the South East 1/4 of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, bounded and described as follows:

Beginning at the point of intersection of the West line of the East 15.32 feet of said Lot or Block 3 with a Westward extension of the South line of the North 247 feet of Lot or Block 2 in Northwestern Terra Cotta Company's resubdivision (said point of intersection being 868.96 feet North from the South line of said Lot or Block 3) and running thence South along the West line of said East 15.32 feet of said Lot or Block 3 a distance of 30 feet, thence East along the North line of the South 838.96 feet of said Lot or Block 3, a distance of 15.32 feet more or less to the East line of said Lot or Block 3, thence North along the East line of said Lot or Block 3, a distance of 30 feet, and thence West along the North line of the South 868.96 feet of said Lot or Block 3, a distance of 15.32 feet to the point of beginning as set forth in grant of easements dated July 15, 1983 and recorded October 5, 1983 as document 26809313.

Easement Parcel 8:

Easement for operation, maintenance, repair, inspection and replacement of existing telephone, electric, gas water sewer and sprinkler system lines and installations for the benefit of Parcel 1 over the following described land:

That part of Tract IV as described in grant of easements hereinafter noted falling within the West 36 feet of vacated Hermitage Avenue in the East 1/2 of the South East 1/4 of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, as set forth in grant of easements dated July 15, 1983 and recorded October 5, 1983 as document 26809313.

Easement Parcel 9:

Easement for ingress and egress for the benefit of Parcel 1 over, across and upon the following described land:

The North 30 feet of that part of Lot or Block 2, together with that part of vacated North Hermitage Avenue lying West of and adjoining said Lot or Block 2 in Northwestern Terra Cotta Company's resubdivision of a part of the North East 1/4 of the South East 1/4 of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, included within a parcel of land which is bounded and described as follows:

Beginning at the point of intersection of the South line of the North 247 feet with the West line of the East 140 feet of said Lot or Block 2, and running thence South along the West line of the East 140 feet aforesaid a distance of 357.54 feet to the point of intersection of said West line with an Eastward extension of the center line of the South wall, (measuring 12 1/2 inches in thickness), of a one story brick building; thence West along said Eastward extension, along the center line of said wall, and along a Westward extension of said center line, a distance of 191.12 feet to a point on the East line of Lot or Block 3 in said Northwestern Terra Cotta Company's resubdivision, which point is 509.98 feet North from the South East corner of said Lot or Block 3; thence North along the East line of said Lot or Block 3, (being also the West line of said vacated North Hermitage Avenue), a distance of 358.97 feet to the point of intersection of said East line with a Westward extension of said South line of the North 247 feet of said Lot or Block 2, and thence East along said Westward extension and along said South line of the North 247 feet of Lot or Block 2, a distance of 191.04 feet to the point of beginning, as set forth in the grant of easements dated July 15, 1983 and recorded October 5, 1983 as document 26809313.

Easement Parcel 10:

Easement for ingress and egress for the benefit of Parcel 1 over, upon and across the following described property:

The North 30 feet of that part of Lot or Block 2 in the Northwestern Terra Cotta Company's resubdivision of a part of the North East 1/4 of the South East 1/4 of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, described as follows:

Beginning at a point on the East line of said Lot or Block 2 which is 247 feet South of the North East corner thereof and running thence South along said East Lot or Block line a distance of 193.68 feet to the North line of the South 675 feet of said Lot or Block; thence West along said North line of South 675 feet a distance of 140 feet; thence North parallel with said East line of Lot or Block 2 a distance of 193.80 feet to a point 247 feet South of the North line of said Lot or Block 2, thence East parallel with said North Lot or Block line a distance of 140 feet to the place of beginning, in Cook County, Illinois, as set forth in the grant of easements dated July 15, 1983 and recorded October 5, 1983 as document 26809313.

UNOFFICIAL COPY

Easement Parcel 11:

Easement for ingress and egress for the benefit of Parcel 1 over, upon and across the following described land:

That part of Lot or Block 3 in the Northwestern Terra Cotta Company's resubdivision of a part of the North East 1/4 of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, bounded and described as follows:

Commencing on the North line of the South 435 feet of said Lot or Block 3 at a point which is 15.32 feet West from the East line of said Lot or Block 3, thence North along the West line of the said East 15.32 feet a distance of 35.18 feet to a point of beginning of that part of Lot or Block 3 hereinafter described; thence West along a line 470.18 feet North from and parallel with the South line of lot of block 3, a distance of 100 feet to a point thence Northwardly to a point 21.04 feet South of the North line of the South 890 feet of Lot or Block 3 at a point 100 feet West of the West line of the East 15.32 feet of Lot or Block 3; thence East along the North line of the South 868.96 feet of said Lot or Block 3, a distance of 100 feet to the West line of the East 15.32 feet of said Lot or Block 3; thence South along the West line of the East 15.32 feet aforesaid, a distance of 30 feet to the North line of the South 838.96 feet of said Lot or Block 3; thence West along the North line of the South 838.96 feet aforesaid, a distance of 80 feet to the West line of the East 95.32 feet of said Lot or Block 3; thence South along the West line of the East 95.32 feet aforesaid, a distance of 329.08 feet to the North line of the South 509.88 feet of said Lot or Block 3; thence East along the North line of the South 509.88 feet of said Lot or Block 3, to the West line of the East 15.32 feet aforesaid and thence South along the West line of the East 15.32 feet, aforesaid, a distance of 39.70 feet to the point of beginning as set forth in the grant of easements dated July 15, 1983 and recorded October 5, 1983 as document 26809313.

Easements for the benefit of Parcel 1 as created by Construction and Easement Agreement and subject to its' terms dated August 30, 2002 by and among LaSalle Bank National Association as Trustee under Trust Agreement dated May 16, 1986 and known as Trust No. 11109 ("TAG Trust"), SJR Corporation, an Illinois corporation and LaSalle Bank National Association, as trustee under Trust Agreement dated March 27, 1986 and known as Trust No. 67013 dated August 30, 2002 and recorded September 5, 2002 as document number 0020976372, described as follows:

Easement Parcel 12 (Hermitage South Parcel):

Easement for the ingress and egress, and to install, maintain, repair and replace utilities, over the East 21 feet of the following described tract of land:

That part of Lot or Block 3 together with that part of vacated North Hermitage Avenue lying East of and adjoining said Lot or Block 3 all in Northwestern Terra Cotta Company's Resubdivision of a part of the Northeast Quarter of the Southeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, included within a parcel of land bounded and described as follows:

Beginning at the Southeast corner of said Lot or Block 3; thence North 89 degrees 35 minutes 37 seconds West along the South line of said Block 3, 9.0 feet; thence North 00 degrees 00 minutes 05 seconds West parallel with the East line of Block 3, 509.94 feet; thence North 89 degrees 59 minutes 55 seconds West parallel with the East line of Block 3, 509.94 feet; thence North 89 degrees 59 minutes 55 seconds East 30.0 feet; thence South 00 degrees 00 minutes 05 seconds East 510.15 feet to the Easterly extension of the South line of Block 3 aforesaid; thence North 89 degrees 35 minutes 32 seconds West along said extension 21.0 feet to the point of beginning, in Cook County, Illinois.

Easement Parcel 13 (Hermitage North Parcel):

Easement for the ingress and egress over the East 21 feet of the following described tract of land:

That part of Lot or Block 3 together with that part of vacated North Hermitage Avenue lying East of and adjoining said Lot or Block 3 all in Northwestern Terra Cotta Company's Resubdivision of a part of the Northeast Quarter of the Southeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, included within a parcel of land bounded and described as follows:

Commencing at the Southeast corner of said Lot or Block 3; thence North 89 degrees 35 minutes 37 seconds West along the South line of said Block 3, 9.0 feet; thence North 00 degrees 00 minutes 05 seconds West Parallel with the East line of Block 3, 509.94 feet to the point of beginning; thence North 89 degrees 59 minutes 55 seconds East 30.00 feet; thence North 00 degrees 00 minutes 05 seconds West 328.80 feet; thence North 89 degrees 31 minutes 29 seconds West 30.00 feet; thence South 00 degrees 00 minutes 05 seconds East 329.04 feet to the point of beginning, in Cook County, Illinois.

UNOFFICIAL COPY

Easement Parcel 14:

Easement for ingress and egress created by plat thereof recorded August 1, 2003 as document number 0321318043 over and upon that part of the land described as follows:

That part of Lot or Block 3 together with that part of vacated North Hermitage Avenue lying East of and adjoining said Lot or Block 3 all in Northwestern Terra Cotta Company's Resubdivision of a part of the Northeast Quarter of the Southeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, included within a Parcel of land bounded and described as follows: commencing at the Southeast corner of said Lot or Block 3; thence North 00 degrees 00 minutes 05 seconds West along the East line of Block 3, 225.87 feet to the point of beginning; thence continuing North 00 degrees 00 minutes 05 seconds West along the last described East line 28.00 feet; thence South 89 degrees 59 minutes 22 seconds West 142.83 feet to a point of curve; thence Northerly along an arc of a circle convex Southwesterly and having a radius of 30.00 feet for a distance of 47.13 feet to a point of tangency (the chord of said arc having bearing of North 45 degrees 00 minutes 22 seconds West and a distance of 42.43 feet); thence North 00 degrees 00 minutes 45 seconds West 51.99 feet; thence North 20 degrees 29 minutes 53 seconds West 6.17 feet; thence North 00 degrees 00 minutes 05 seconds West 476.94 feet to a point of curve; thence Northerly along an arc of a circle convex Northwesterly and having a radius of 10.00 feet, a distance of 15.71 feet to a point of tangency (the chord of said arc having a bearing of North 44 degrees 59 minutes 58 seconds East and having a distance of 14.14 feet); thence North 90 degrees 00 minutes 00 seconds East 73.67 feet; thence North 00 degrees 00 minutes 05 seconds West 11.07 feet; thence South 89 degrees 35 minutes 37 seconds East 76.00 feet; thence North 00 degrees 00 minutes 05 seconds West 30.00 feet; thence North 89 degrees 35 minutes 37 seconds West 76.00 feet; thence South 00 degrees 00 minutes 05 seconds East 11.20 feet; thence North 89 degrees 42 minutes 12 seconds West 24.00 feet; thence North 90 degrees 00 minutes 00 seconds West 79.67 feet; thence South 00 degrees 00 minutes 05 seconds East 510.69 feet; thence South 04 degrees 22 minutes 26 seconds East 28.31 feet; thence South 00 degrees 00 minutes 05 seconds East 93.80 feet; thence North 89 degrees 59 minutes 22 seconds East 192.83 feet to the point of beginning, in Cook County, Illinois.

COMMONLY KNOWN AS: 2635 N. HARTLAND COURT, UNIT TYPE D23, CHICAGO, IL 60614

PARCEL IDENTIFICATION NUMBER: 14 -30 -403 -061, -062, -063 (AFFECTS SUBJECT PROPERTY AND OTHER LAND)

PROPOSED P.I.N. FOR SUBJECT PROPERTY: 14-30-403-175-0000

UNOFFICIAL COPY

EXHIBIT B

20. REMEDY. Except for actions for breach of warranty and fraud, if any legal action is commenced within ten (10) years after Closing by or on behalf of Purchasers, its successors or assigns, against 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, then, at the option of 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 Purchasers, Seller, its successors and assigns, may tender to Purchasers the Purchase Price (plus or minus prorations of general real estate taxes, prepaid 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 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 (subject only to the Permitted Exceptions, excluding acts of Purchasers, existing at Closing and any acts of Seller), a title insurance policy, possession of the Dwelling Unit and a release of all claims against Seller, its successors and assigns, and this transaction shall be deemed rescinded. Closing shall be affected through an escrow similar to the Escrow. 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 incorporating 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.

Deed Book County Clerk's Office

UNOFFICIAL COPY

EXHIBIT C

- POWER OF ATTORNEY -

Appointment and Acceptance of Power of Attorney. Grantee hereby appoints, designates and creates in Wrightwood Development Partners LLC, an Illinois limited liability company ("Wrightwood"), and its successors and/or assigns, a Power of Attorney on behalf of Grantee for the purposes set forth herein.

The Power of Attorney. The Power of Attorney is an irrevocable power of attorney to execute, acknowledge, file, register and/or record such instruments as may be desirable or necessary to effectuate the provisions of the Declaration of Covenants, Conditions, Restrictions and Easements for Hartland Park Master Homeowners' Association recorded on October 11, 2005 as Document Number 052418110 and re-recorded on October 12, 2005 as Document Number 0528527027 (the "Master Declaration"), the Planned Residential Development No. 797 (the "Planned Development"), the Plat of Hartland Park Subdivision recorded on December 20, 2004, as Document Number 0435534098 (the "Plat") and any other documents associated with the foregoing. By acceptance of this Indenture, Grantee hereby confers on Wrightwood this Power of Attorney, without further written consent, and hereby authorizes Wrightwood to enter into any contracts, applications permits, utility agreements, leases, agreement, dedications, grants, tax divisions, easements to adjacent property owners, other easements, releases, subdivisions or resubdivisions, amendments to the Planned Development (including, but not limited to, any amendments to the Planned Development to include additional adjacent property), the Master Declaration and the Plat which will affect the use of the real estate being conveyed by Grantor to Grantee pursuant to this Indenture after the date hereof. If requested by Wrightwood, Grantee agrees to execute and deliver to Wrightwood a Power of Attorney further memorializing Wrightwood's authority to act on Grantee's behalf for these matters without obtaining Grantee's signatures for the same. This Power of Attorney shall apply to Grantee's successors in title including any mortgagees or any individual, partnership, corporation, limited liability company, trust or other entity whomsoever. The rights of Wrightwood to act pursuant to rights reserved or granted herein shall terminate at such time as neither Wrightwood, Hartland Park Townhomes LLC or Hartland Park II LLC holds or controls title to any Lot (as defined in the Master Declaration) under construction or intended by Wrightwood to be constructed upon the Development Site (as defined in the Master Declaration) and/or the Common Areas (as defined in the Master Declaration).

Reservation of Rights and Deed Restriction. Each deed, mortgage, trust deed, or other evidence of obligation affecting the real estate being conveyed by Grantor to Grantee pursuant to this Indenture or conveyance of any portion of the real estate being conveyed by Grantor to Grantee pursuant to this Indenture upon the acceptance thereof shall be deemed to be a grant and acknowledgement of and a covenant and reservation of the power of Wrightwood to act pursuant to this Indenture. Grantee shall disclose to all of its purchasers the reservation of rights to Wrightwood as set forth herein and shall put said reservation of rights in any subsequent deed to a purchaser of the real estate being conveyed by Grantor to Grantee pursuant to this Indenture.