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GIT

437635 RA 1/2
SPECIAL WARRANTY DEED



Doc#: 0705157014 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/20/2007 07:16 AM Pg: 1 of 5

Prepared by:

Richard J. Rubin
439 North Western Avenue
Chicago, Illinois 60612

After recording, mail to:

M. M. YIAK
4001 N. VICTORY
CHICAGO IL 60613

Know All Men By These Presents, that The Bluewater Group, Inc., an Illinois corporation (the "Grantor"), for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) in cash and other good and valuable consideration, in hand paid, by Cousins Next, LLC, (the "Grantee") a limited liability company created and existing under and by virtue of the Laws of the State of Illinois having its principal office at the following address 3813 North Ravenswood Avenue, Chicago, Illinois 60613, County of Cook, State of Illinois, (Grantee's address) to Grantor, the receipt and sufficiency of which is hereby acknowledged, and pursuant to authority given by the Board of Directors of said corporation, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents, does GRANT, BARGAIN, SELL, and CONVEY unto Grantee, all interest in the following described real estate, situated in the County of Cook, in the State of Illinois, to-wit:

For legal description see Exhibit "A" which is attached hereto and made a part hereof.

Commonly known and described as: Units 807, P34 & P35, 5430 North Sheridan Road, Chicago, Illinois 60640

Permanent index numbers: 14-08-206-016-0000 and 14-08-206-017-0000

(underlying)

(the "Property") subject to the matters listed on Exhibit "B", attached hereto and incorporated herein for all purposes, but only to the extent such matters presently are valid, binding, and enforceable against the Property (the "Permitted Encumbrances");

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, subject to the Permitted Encumbrances, unto Grantee, its successors, heirs, legal representatives, administrators, and assigns, FOREVER; and the Grantor hereby does bind itself, its successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, its successors, legal representatives, and assigns, forever, against every person whomsoever, lawfully claiming or to claim the same, or any part

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thereof, by, through or under Grantor, but not otherwise, subject to (i) the Permitted Encumbrances and (ii) general real estate taxes not yet due and payable.

EXECUTED the 29th day of December, 2006.

THE BLUEWATER GROUP, INC.
an Illinois corporation

By: [Signature]
Robert W. Matthews, its president

Attest:

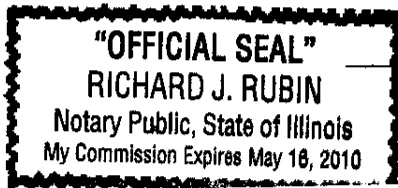
By: [Signature]
Robert W. Matthews, its assistant secretary

STATE OF ILLINOIS
COUNTY OF COOK

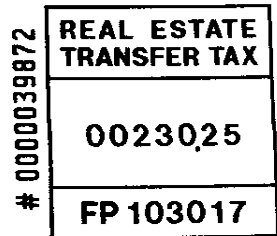
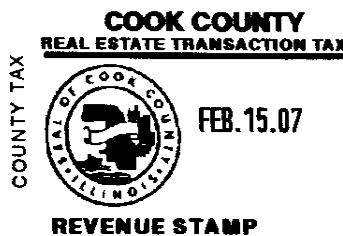
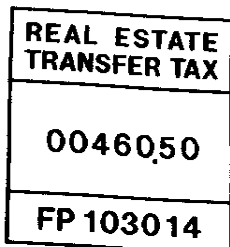
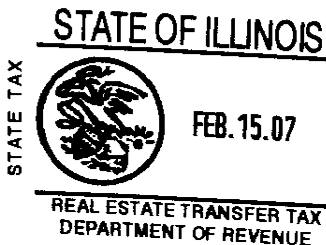
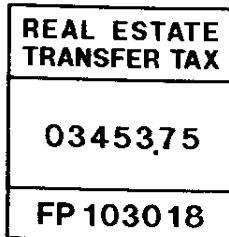
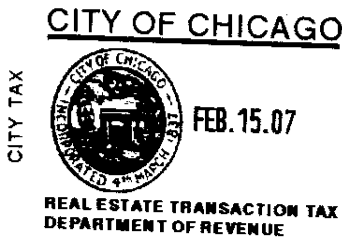
ss.

The undersigned, a notary public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Robert W. Matthews, personally known to me to be the president of The Bluewater Group, Inc., an Illinois corporation, and Robert W. Matthews, personally known to me to be the assistant secretary of said corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such president and assistant secretary, he signed, sealed and delivered the instrument, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 29th day of December, 2006.



[Signature]
Notary Public



UNOFFICIAL COPY**EXHIBIT "A"**
Legal Description

Parcel 1:

Units 807, P35 & P36^u in the 5430 North Sheridan Condominium as delineated on a survey of the following described real estate:

Lots 6, 7 and the North 12 ½ feet of Lot 8 in Block 6 in John Lewis Cochran's Subdivision of the West ½ of the Northeast 1/4 of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

which survey is attached as Exhibit "B" to the Declaration of Condominium recorded as Document Number 0631715066 together with its undivided percentage in the Common Elements, all in Cook County, Illinois.

Parcel 2:

The exclusive right to the use of Storage Locker S12, a limited common element as delineated on the survey attached to the Declaration aforesaid recorded as Document Number 0631715066.

Grantor also hereby grants to 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, aforesaid, 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, 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 remedy as provided in paragraph 31 of the 5430 North Sheridan Condominium, Chicago, Illinois 60640 Residential Condominium Purchase Contract, dated November 30, 2004, between The Blue Water Group, Inc., an Illinois corporation and Elissa Morgante and Fred Wilson for the purchase of the real estate (the "Purchase Contract") the terms which are set forth on Exhibit "C", attached hereto and made a part hereof. The foregoing remedy herein reserved by grantor and granted by grantee in paragraph 31 of the Purchase Contract is hereby subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the real estate described herein.

There were no tenants as this is new construction.

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EXHIBIT "B"

Permitted Encumbrances

- (1) real estate taxes not yet due and payable;
- (2) public utility easements;
- (3) all rights, easements, restrictions, conditions and reservations contained in the Declaration and a reservation by Seller to itself and its successors and assigns, for the benefit of all Unit Owners at the Condominium, of the rights and easements set forth in the Declaration;
- (4) provisions of the Condominium Property Act of Illinois (the "Act");
- (5) such other matters as to which the Title Insurer commits to insure Purchaser against loss or damage;
- (6) acts of Purchaser;
- (7) and covenants, conditions, restrictions, and easements of record; and
- (8) the remedy of the Seller contained in Paragraph 31 of the 5430 North Sheridan, Chicago, Illinois 60640 Residential Condominium Purchase Contract.

Property of Cook County Clerk's Office

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EXHIBIT "C"

To Special Warranty Deed Dated December 29, 2006, conveying Units 807, P34 & P35, 5430 North Sheridan Road, Chicago, Illinois 60640.

All defined terms herein shall have their meaning assigned to them in the Residential Condominium Purchase Contract.

31. 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 Purchaser, 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 Condominium Unit(s), then at the option of Seller, its successors and assigns, within a period of ten (10) years from the date of the institution of said action, and upon sixty (60) days prior written notice to Purchaser, Seller, its successors and assigns, may tender to Purchaser 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 Charges, if any, plus five percent (5%) and plus the cost of any improvements made by Purchaser to the Condominium Unit(s) 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. Purchaser shall tender title to Seller, its successors and assigns, by Special Warranty Deed, good, marketable and insurable title to the Condominium Unit(s) (subject only to the Permitted Exceptions, excluding acts of Purchaser, existing at Closing and any acts of Seller), a title insurance policy, possession of the Condominium Unit(s) and a release of all claims against Seller, its successors and assigns, and this transaction shall be deemed rescinded. Closing shall be effected through an escrow similar to the Escrow. Purchaser shall bear the cost of the title insurance in the amount of the purchase price set forth in this Paragraph 31. 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 31 is hereby subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the Condominium Unit(s).