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MAIL TO:

Joseph S. Capitani, Esq.
190 S. LaSalle Street
Suite 1700
Chicago, IL 60603

Doc#: 0710047094 Fee: \$52.00
Eugene "Gene" Moore RHP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/10/2007 02:19 PM Pg: 1 of 15

117 (4/s)

SPECIAL WARRANTY DEED

THIS INDENTURE made this 3 day of April, 2007 between 1120 CLUB, L.L.C., an Illinois limited liability company, c/o RSC & Associates, LLC, 225 West Washington Street, Suite 1800, Chicago, Illinois 60602, 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 DOLORES PIGONI, AS TRUSTEE FOR THE DOLORES PIGONI REVOCABLE TRUST DATED DECEMBER 16, 1997, 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 ~~her~~ ^{her heirs RSC} 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 NUMBER 505 AND PARKING UNIT NUMBER P1 IN THE 1120 CLUB CONDOMINIUM AS DELINEATED AND DEFINED ON THE PLAT OF SURVEY OF THE REAL ~~PROPERTY~~ ^{PROPERTY RSC} DESCRIBED ON EXHIBIT A ~~ATTACHED~~ ^{ATTACHED RSC} HERETO AND MADE A PART HEREOF

WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED FEBRUARY 27, 2007 AS DOCUMENT NUMBER ~~07515047~~ ^{0705815047 RSC} AS AMENDED BY THE FIRST SUPPLEMENT TO CONDOMINIUM DECLARATION RECORDED MARCH 26, 2007 AS DOCUMENT NUMBER ~~0708515046~~ ⁰⁷⁰⁸⁵¹⁵⁰⁴⁶ AND AS FURTHER AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PIN: 16-07-119-016-0000, 16-07-119-017-0000, 16-07-119-018-0000, and 16-07-119-019-0000

COMMON ADDRESS: 1124 Lake Street, Unit 505 and Parking Unit P1, Oak Park, Illinois 60301

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, of the Grantor, 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, her heirs and assigns forever.

Grantor also hereby grants to Grantee, her 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 The 1120 Club Condominium Association made February 22, 2007 and recorded on February 27, 2007 in the Office of the Recorder of Cook County, Illinois as Document Number ~~075815047~~ ^{0705815047 RSC} (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

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grant to Grantor and its successors and assigns, the right to repurchase and right to remedy as provided in Paragraph 19 and Paragraph 20 of the Purchase Agreement dated November 28, 2005 between 1120 CLUB, LLC, an Illinois limited liability company and DOLORES PIGONI, AS TRUSTEE FOR THE DOLORES PIGONI REVOCABLE TRUST DATED DECEMBER 16, 1997 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 repurchase and right of remedy herein reserved by Grantor and granted by Grantee pursuant to Paragraph 19 and 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.

And the Grantor, for itself, and its successors and assigns, does covenant, promise and agree, to and with Grantee, her 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, it WILL WARRANT AND DEFEND subject to: *the following permitted exceptions, none of which will unreasonably interfere with Grantee's use of the Dwelling Unit premises for residential purposes: RSC*

- a. current non-delinquent real estate taxes and taxes for subsequent years;
- b. special taxes or assessments for improvements not yet completed and other assessments or installments thereof not due and payable at the time of Closing;
- c. the Condominium Property Act of the State of Illinois, including all amendments thereto;
- d. the Declaration, including all amendments and exhibits thereto;
- e. public, private and utility easements recorded at any time prior to Closing, including any easements established by or implied from the Declaration, and amendments thereto and including the Agreement for the Sale and Redevelopment of Land dated March 3, 2004;
- f. covenants, conditions, agreements, building lines and restrictions of record;
- g. applicable building and zoning laws, statutes, ordinances and restrictions;
- h. roads and highways, if any;
- i. leases and licenses affecting Common Elements and/or the common property governed and operated by the Association;
- j. 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 the Deed;
- k. matters over which the Title Company is willing to insure;
- l. acts done or suffered by the Grantee or anyone claiming by, through or under Grantee;
- m. Grantee's mortgage, if any; and
- n. the Grantor's right to repurchase the Dwelling Unit, as contained in Paragraph 19 and Paragraph 20 of the Purchase Agreement.

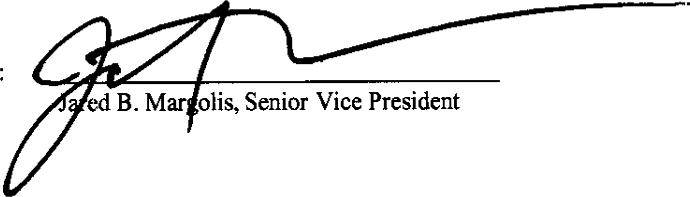
There were no tenants as this is new construction.

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.

1120 CLUB, L.L.C.,
an Illinois limited liability company

By: RSC & Associates, LLC,
an Illinois limited liability company, Member

By: 
Jared B. Margolis, Senior Vice President

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

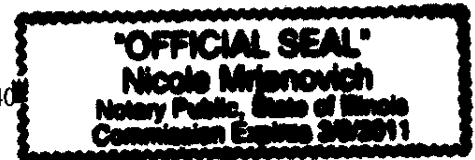
I, The undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Jared B. Margolis, as Senior Vice President of RSC & Associates, LLC, an Illinois limited liability company, as a member of 1120 CLUB, L.L.C., an Illinois limited liability company, Grantor, personally 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 April, 2007.

Nicole Mirnovich
Notary Public

This instrument was prepared by:

Robert A. Ohlhausen, 608 South Washington Street, Suite 207, Chicago, Illinois 60540



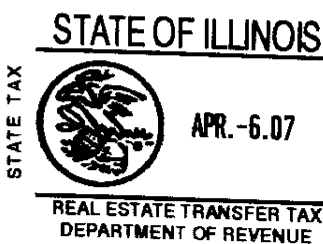
Send subsequent tax bills to:

Dolores Pisoni, Trustee
1124 Lake Street #505
Oak Park, Ill 60301

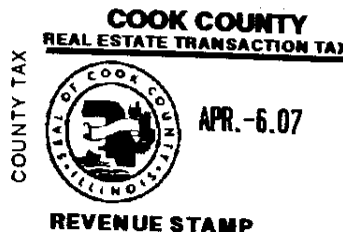


APR.-4.07

0000008932
REAL ESTATE TRANSFER TAX
02896.00
FP 102801



000041002
REAL ESTATE TRANSFER TAX
00361.50
FP 103014



0000040722
REAL ESTATE TRANSFER TAX
00180.75
FP 103017

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EXHIBIT A

Legal Description

UNIT NUMBER 505 AND PARKING UNIT NUMBER P1 IN THE 1120 CLUB CONDOMINIUM AS DELINEATED AND DEFINED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE:

THAT PART OF LOT 1 IN 1120 CLUB CONSOLIDATION IN THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 2006 AS DOCUMENT NUMBER 0601210113, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF -125.41 FEET CHICAGO CITY DATUM, EXCEPT THE FOLLOWING PARCELS:

RETAIL PARCEL 1 – FIRST FLOOR

(UPPER LIMIT +66.68 C. C. D. LOWER LIMIT +51.69 C. C. D.)

THAT PART OF LOT 1 IN 1120 CLUB CONSOLIDATION IN THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 2006 AS DOCUMENT NUMBER 0601210113, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +66.68 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +51.69 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY (EXCEPT THAT PART DESCRIBED AS FOLLOWS:

KID CARE PARCEL – FIRST FLOOR

(UPPER LIMIT +66.68 C. C. D. LOWER LIMIT +51.69 C. C. D.)

THAT PART OF LOT 1 IN 1120 CLUB CONSOLIDATION IN THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 2006 AS DOCUMENT NUMBER 0601210113, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +66.68 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +51.69 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 89°43'22" WEST, ALONG THE NORTH LINE OF LOT 1 AFORESAID, 25.15 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°43'22" WEST, ALONG THE NORTH LINE OF LOT 1 AFORESAID, 10.75 FEET; THENCE SOUTH 00°03'08" EAST, 28.06 FEET; THENCE SOUTH 89°56'52" WEST, 23.54 FEET; THENCE SOUTH 00°03'08" EAST, 4.29 FEET; THENCE SOUTH 89°56'52" WEST, 19.09 FEET; THENCE SOUTH 00°03'08" EAST, 35.20 FEET; THENCE NORTH 89°56'52" EAST, 53.38 FEET; THENCE NORTH 00°03'08" WEST, 67.60 FEET TO THE POINT OF BEGINNING;

ALSO,

CONDO PARCEL 1 - FIRST FLOOR

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(UPPER LIMIT +66.68 C. C. D. LOWER LIMIT +51.69 C. C. D.)

THAT PART OF LOT 1 IN 1120 CLUB CONSOLIDATION IN THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 2006 AS DOCUMENT NUMBER 0601210113, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +66.68 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +51.69 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89°43'22" EAST ALONG THE NORTH LINE OF LOT 1 AFORESAID, 30.00 FEET; THENCE SOUTH 00°01'47" WEST, 26.61 FEET; THENCE NORTH 89°57'47" EAST, 0.34 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°57'47" EAST, 27.01 FEET; THENCE SOUTH 00°02'13" EAST, 40.98 FEET; THENCE SOUTH 89°57'47" WEST, 8.15 FEET; THENCE SOUTH 00°02'13" EAST, 1.62 FEET; THENCE SOUTH 89°57'47" WEST, 18.86 FEET; THENCE NORTH 00°02'13" WEST, 42.60 FEET TO THE POINT OF BEGINNING;

ALSO,

CONDOMINIUM PARCEL 1A – FIRST FLOOR

(UPPER LIMIT +66.68 C. C. D. LOWER LIMIT +51.69 C. C. D.)

THAT PART OF LOT 1 IN 1120 CLUB CONSOLIDATION IN THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 2006 AS DOCUMENT NUMBER 0601210113, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +66.68 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +51.69 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00°03'24" WEST, ALONG THE EAST LINE OF LOT 1, AFORESAID, 76.21 FEET; THENCE SOUTH 89°56'52" WEST, 25.01 FEET; THENCE NORTH 00°03'08" WEST, 76.12 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE NORTH 89°43'22" EAST, ALONG SAID NORTH LINE, 25.15 FEET TO THE POINT OF BEGINNING;

ALSO,

CONDO PARCEL 1B - FIRST FLOOR

(UPPER LIMIT +66.68 C. C. D. LOWER LIMIT +51.69 C. C. D.)

THAT PART OF LOT 1 IN 1120 CLUB CONSOLIDATION IN THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 2006 AS DOCUMENT NUMBER 0601210113, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +66.68 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +51.69 FEET

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CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89°43'22" EAST, ALONG THE NORTH LINE THEREOF, 30.00 FEET; THENCE SOUTH 00°01'47" WEST, 26.61 FEET; THENCE NORTH 89°57'47" EAST, 0.34 FEET; THENCE SOUTH 00°02'13" EAST, 42.60 FEET; THENCE SOUTH 89°57'47" WEST, 0.39 FEET; THENCE SOUTH 00°01'47" WEST, 122.79 FEET TO ITS POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 89°43'22" WEST, ALONG SAID SOUTH LINE, 30.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00°01'47" EAST, ALONG THE WEST LINE THEREOF, 192.00 FEET TO THE POINT OF BEGINNING;

ALSO,

HEALTH CLUB – PARCEL 1A

(UPPER LIMIT +66.63 C. C. D. LOWER LIMIT +51.69 C. C. D.)

THAT PART OF LOT 1 IN 1120 CLUB CONSOLIDATION IN THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 2006 AS DOCUMENT NUMBER 0601210113, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +66.68 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +51.69 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, THENCE SOUTH 89°43'22" WEST, ALONG THE SOUTH LINE THEREOF, 23.14 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°43'22" WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 19.48 FEET; THENCE NORTH 00°03'08" WEST, 45.10 FEET; THENCE NORTH 89°24'17" WEST, 2.67 FEET; THENCE NORTH 00°03'08" WEST, 24.61 FEET; THENCE NORTH 89°24'17" WEST, 6.25 FEET; THENCE NORTH 00°03'08" WEST, 13.37 FEET; THENCE NORTH 89°24'17" WEST, 0.23 FEET; THENCE NORTH 00°03'08" WEST, 12.36 FEET; THENCE SOUTH 89°24'17" EAST, 28.63 FEET; THENCE SOUTH 00°03'08" EAST, 95.13 FEET TO THE POINT OF BEGINNING;

ALSO,

DRECHSLER BUILDING – PARCEL 1A

(UPPER LIMIT +66.68 C. C. D. LOWER LIMIT +51.69 C. C. D.)

THAT PART OF LOT 1 IN 1120 CLUB CONSOLIDATION IN THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 2006 AS DOCUMENT NUMBER 0601210113, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +66.68 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +51.69 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT

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THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 00°03'24" EAST, ALONG THE EAST LINE THEREOF, 94.41 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°56'52" WEST, 11.49 FEET; THENCE NORTH 00°27'01" WEST, 6.43 FEET; THENCE NORTH 89°56'52" EAST, 11.54 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE SOUTH 00°03'24" WEST, ALONG SAID EAST LINE, 6.43 FEET TO THE POINT OF BEGINNING;

ALSO,

DRECHSLER BUILDING – PARCEL 1

THAT PART OF LOT 1 IN 1120 CLUB CONSOLIDATION IN THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 2006 AS DOCUMENT NUMBER 0601210113, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 00°03'24" EAST, ALONG THE EAST LINE THEREOF, 94.41 FEET; THENCE SOUTH 89°56'52" WEST, 23.32 FEET; THENCE SOUTH 00°03'08" EAST, 94.50 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 89°43'22" EAST, ALONG SAID SOUTH LINE, 23.14 FEET TO THE POINT OF BEGINNING),

IN COOK COUNTY, ILLINOIS;

TOGETHER WITH

HEALTH CLUB PARCEL 1A – FIRST FLOOR

(UPPER LIMIT +66.68 C. C. D. LOWER LIMIT +51.69 C. C. D.)

THAT PART OF LOT 1 IN 1120 CLUB CONSOLIDATION IN THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 2006 AS DOCUMENT NUMBER 0601210113, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +66.68 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +51.69 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 89°43'22" WEST, ALONG THE SOUTH LINE THEREOF, 23.14 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°43'22" WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 19.48 FEET; THENCE NORTH 00°03'08" WEST, 45.10 FEET; THENCE NORTH 89°24'17" WEST, 2.67 FEET; THENCE NORTH 00°03'08" WEST, 24.61 FEET; THENCE NORTH 89°24'17" WEST, 6.25 FEET; THENCE NORTH 00°03'08" WEST, 13.37 FEET; THENCE NORTH 89°24'17" WEST, 0.23 FEET; THENCE NORTH 00°03'08" WEST, 12.36 FEET; THENCE SOUTH 89°24'17" EAST, 28.63 FEET; THENCE SOUTH 00°03'08" EAST, 95.13 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

TOGETHER WITH

HEALTH CLUB PARCEL 1 – SECOND FLOOR

(UPPER LIMIT +78.04 C. C. D. LOWER LIMIT +66.68 C. C. D.)

THAT PART OF LOT 1 IN 1120 CLUB CONSOLIDATION IN THE NORTHWEST ¼ OF

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SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 2006 AS DOCUMENT NUMBER 0601210113, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +78.04 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +66.68 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY (EXCEPT THAT PART DESCRIBED AS FOLLOWS:

CONDO PARCEL 2 - SECOND FLOOR

(UPPER LIMIT +78.04 C. C. D. LOWER LIMIT +66.68 C. C. D.)

THAT PART OF LOT 1 IN 1120 CLUB CONSOLIDATION IN THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 2006 AS DOCUMENT NUMBER 0601210113, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +78.04 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +66.68 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89°43'22" EAST ALONG THE NORTH LINE OF LOT 1 AFORESAID, 30.00 FEET; THENCE SOUTH 00°01'47" WEST, 26.61 FEET; THENCE NORTH 89°57'47" EAST, 0.77 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°57'47" EAST, 20.33 FEET; THENCE SOUTH 00°02'13" EAST, 18.30 FEET; THENCE SOUTH 89°57'47" WEST, 8.59 FEET; THENCE SOUTH 00°02'13" EAST, 11.53 FEET; THENCE NORTH 89°57'47" EAST, 10.96 FEET; THENCE SOUTH 00°02'13" EAST, 4.52 FEET; THENCE SOUTH 89°57'47" WEST, 22.70 FEET; THENCE NORTH 00°02'13" WEST, 34.35 FEET TO THE POINT OF BEGINNING;

ALSO,

CONDO PARCEL 2A - SECOND FLOOR

(UPPER LIMIT +78.04 C. C. D. LOWER LIMIT +66.68 C. C. D.)

THAT PART OF LOT 1 IN 1120 CLUB CONSOLIDATION IN THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 2006 AS DOCUMENT NUMBER 0601210113, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +78.04 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +66.68 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89°43'22" EAST, ALONG THE NORTH LINE THEREOF, 30.00 FEET; THENCE SOUTH 00°01'47" WEST, 26.61 FEET; THENCE NORTH 89°57'47" EAST, 0.77 FEET; THENCE SOUTH 00°02'13" EAST, 34.35 FEET; THENCE SOUTH 89°57'47" WEST, 0.81 FEET; THENCE SOUTH 00°01'47" WEST, 131.04 FEET TO ITS POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 89°43'22" WEST, ALONG

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SAID SOUTH LINE, 30.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1;
THENCE NORTH 00°01'47" EAST, ALONG THE WEST LINE THEREOF, 192.00 FEET
TO THE POINT OF BEGINNING;

ALSO,

DRECHSLER BUILDING – PARCEL 1

THAT PART OF LOT 1 IN 1120 CLUB CONSOLIDATION IN THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 2006 AS DOCUMENT NUMBER 0601210113, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 00°03'24" EAST, ALONG THE EAST LINE THEREOF, 94.41 FEET; THENCE SOUTH 89°56'52" WEST, 23.32 FEET; THENCE SOUTH 00°03'08" EAST, 94.50 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 89°43'22" EAST, ALONG SAID SOUTH LINE, 23.14 FEET TO THE POINT OF BEGINNING),

IN COOK COUNTY, ILLINOIS;

TOGETHER WITH

HEALTH CLUB PARCEL 2 – MEZZANINE LEVEL

(UPPER LIMIT +88.90 C. C. D. LOWER LIMIT +78.04 C. C. D.)

THAT PART OF LOT 1 IN 1120 CLUB CONSOLIDATION IN THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 2006 AS DOCUMENT NUMBER 0601210113, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +88.90 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +78.04 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY (EXCEPT THAT PART DESCRIBED AS FOLLOWS:

CONDO PARCEL 3 - MEZZANINE LEVEL

(UPPER LIMIT +88.90 C. C. D. LOWER LIMIT +78.04 C. C. D.)

THAT PART OF LOT 1 IN 1120 CLUB CONSOLIDATION IN THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 2006 AS DOCUMENT NUMBER 0601210113, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +88.90 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +78.04 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89°43'22" EAST, ALONG THE NORTH LINE THEREOF, 30.00 FEET; THENCE SOUTH 00°01'47" WEST, 26.61 FEET; THENCE SOUTH 89°58'13" EAST, 12.86 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°57'47" EAST, 8.24 FEET; THENCE SOUTH 00°02'13" EAST, 18.94 FEET; THENCE NORTH 89°57'47" EAST, 9.63 FEET; THENCE SOUTH 00°02'13" EAST, 11.15 FEET; THENCE NORTH 89°57'47" EAST,

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16.10 FEET; THENCE SOUTH 00°02'13" EAST, 5.03 FEET; THENCE SOUTH 89°57'47" WEST, 36.19 FEET; THENCE NORTH 00°02'13" WEST, 5.03 FEET; THENCE NORTH 89°57'47" EAST, 9.76 FEET; THENCE NORTH 00°02'13" WEST, 11.15 FEET; THENCE SOUTH 89°57'47" WEST, 7.54 FEET; THENCE NORTH 00°02'13" WEST, 18.94 FEET TO THE POINT OF BEGINNING;

ALSO,

CONDO PARCEL 3A - MEZZANINE LEVEL

(UPPER LIMIT +88.90 C. C. D. LOWER LIMIT +78.04 C. C. D.)

THAT PART OF LOT 1 IN 1120 CLUB CONSOLIDATION IN THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 2006 AS DOCUMENT NUMBER 0601210113, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +88.90 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +78.04 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89°43'22" EAST, ALONG THE NORTH LINE THEREOF, 30.00 FEET; THENCE SOUTH 00°01'47" WEST, 192.00 FEET TO ITS POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 89°43'22" WEST, ALONG THE SOUTH LINE THEREOF, 30.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00°01'47" EAST, ALONG THE WEST LINE THEREOF, 192.00 FEET TO THE POINT OF BEGINNING;

ALSO,

DRECHSLER BUILDING – PARCEL 1

THAT PART OF LOT 1 IN 1120 CLUB CONSOLIDATION IN THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 2006 AS DOCUMENT NUMBER 0601210113, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 00°03'24" EAST, ALONG THE EAST LINE THEREOF, 94.41 FEET; THENCE SOUTH 89°56'52" WEST, 23.32 FEET; THENCE SOUTH 00°03'08" EAST, 94.50 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 89°43'22" EAST, ALONG SAID SOUTH LINE, 23.14 FEET TO THE POINT OF BEGINNING),

IN COOK COUNTY, ILLINOIS;

TOGETHER WITH

HEALTH CLUB PARCEL 3 – THIRD FLOOR

(UPPER LIMIT +104.47 C. C. D. LOWER LIMIT +88.90 C. C. D.)

THAT PART OF LOT 1 IN 1120 CLUB CONSOLIDATION IN THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL

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MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 2006 AS DOCUMENT NUMBER 0601210113, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +104.47 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +88.90 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY (EXCEPT THAT PART DESCRIBED AS FOLLOWS:

CONDO PARCEL 4 THIRD FLOOR

(UPPER LIMIT +104.47 C. C. D. LOWER LIMIT +88.90 C. C. D.)

THAT PART OF LOT 1 IN 1120 CLUB CONSOLIDATION IN THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 2006 AS DOCUMENT NUMBER 0601210113, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +104.47 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +88.90 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89°43'22" EAST, ALONG THE NORTH LINE THEREOF, 30.00 FEET; THENCE SOUTH 00°01'47" WEST, 26.61 FEET; THENCE SOUTH 89°58'13" EAST, 12.86 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°57'47" EAST, 8.24 FEET; THENCE SOUTH 00°02'13" EAST, 18.94 FEET; THENCE SOUTH 89°57'47" WEST, 8.24 FEET; THENCE NORTH 00°02'13" WEST, 18.94 FEET TO THE POINT OF BEGINNING;

ALSO,

CONDO PARCEL 4A THIRD FLOOR

(UPPER LIMIT +104.47 C. C. D. LOWER LIMIT +88.90 C. C. D.)

THAT PART OF LOT 1 IN 1120 CLUB CONSOLIDATION IN THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 2006 AS DOCUMENT NUMBER 0601210113, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +104.47 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +88.90 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89°43'22" EAST, ALONG THE NORTH LINE THEREOF, 30.00 FEET; THENCE SOUTH 00°01'47" WEST, 192.00 FEET TO ITS POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 89°43'22" WEST, ALONG THE SOUTH LINE THEREOF, 30.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00°01'47" EAST, ALONG THE WEST LINE THEREOF, 192.00 FEET TO THE POINT OF BEGINNING;

ALSO,

CONDO PARCEL 5 THIRD FLOOR

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(UPPER LIMIT +104.47 C. C. D. LOWER LIMIT +88.90 C. C. D.)

THAT PART OF LOT 1 IN 1120 CLUB CONSOLIDATION IN THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 2006 AS DOCUMENT NUMBER 0601210113, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +104.47 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +88.90 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89°43'22" EAST, ALONG THE NORTH LINE THEREOF, 30.00 FEET; THENCE SOUTH 00°01'47" WEST, 56.67 FEET; THENCE SOUTH 89°58'13" EAST, 34.52 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°57'47" EAST, 15.13 FEET; THENCE NORTH 00°02'13" WEST, 7.78 FEET; THENCE NORTH 89°57'47" EAST, 5.50 FEET; THENCE SOUTH 00°02'13" EAST, 2.88 FEET; THENCE NORTH 89°57'47" EAST, 16.30 FEET; THENCE SOUTH 00°02'13" EAST, 9.81 FEET; THENCE SOUTH 89°57'47" WEST, 36.93 FEET; THENCE NORTH 00°02'13" WEST, 4.93 FEET TO THE POINT OF BEGINNING,

ALSO,

DRECHSLER BUILDING – PARCEL 1

THAT PART OF LOT 1 IN 1120 CLUB CONSOLIDATION IN THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 2006 AS DOCUMENT NUMBER 0601210113, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 00°03'24" EAST, ALONG THE EAST LINE THEREOF, 94.41 FEET; THENCE SOUTH 89°56'52" WEST, 23.32 FEET; THENCE SOUTH 00°03'08" EAST, 94.50 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 89°43'22" EAST, ALONG SAID SOUTH LINE, 23.14 FEET TO THE POINT OF BEGINNING),

IN COOK COUNTY, ILLINOIS;

TOGETHER WITH

KID CARE PARCEL – FIRST FLOOR

(UPPER LIMIT +66.68 C. C. D. LOWER LIMIT +51.69 C. C. D.)

THAT PART OF LOT 1 IN 1120 CLUB CONSOLIDATION IN THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 2006 AS DOCUMENT NUMBER 0601210113, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +66.68 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +51.69 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 89°43'22" WEST, ALONG THE NORTH LINE OF LOT 1 AFORESAID, 25.15 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°43'22" WEST, ALONG

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THE NORTH LINE OF LOT 1 AFORESAID, 10.75 FEET; THENCE SOUTH 00°03'08" EAST, 28.06 FEET; THENCE SOUTH 89°56'52" WEST, 23.54 FEET; THENCE SOUTH 00°03'08" EAST, 4.29 FEET; THENCE SOUTH 89°56'52" WEST, 19.09 FEET; THENCE SOUTH 00°03'08" EAST, 35.20 FEET; THENCE NORTH 89°56'52" EAST, 53.38 FEET; THENCE NORTH 00°03'08" WEST, 67.60 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

TOGETHER WITH

DRECHSLER BUILDING PARCEL 1A – FIRST FLOOR

(UPPER LIMIT +66.68 C. C. D. LOWER LIMIT +51.69 C. C. D.)

THAT PART OF LOT 1 IN 1120 CLUB CONSOLIDATION IN THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 2006 AS DOCUMENT NUMBER 0601210113, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +66.68 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +51.69 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 00°03'24" EAST, ALONG THE EAST LINE THEREOF, 94.41 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°56'52" WEST, 11.49 FEET; THENCE NORTH 00°27'01" WEST, 6.43 FEET; THENCE NORTH 89°56'52" EAST, 11.54 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE SOUTH 00°03'24" WEST, ALONG SAID EAST LINE, 6.43 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

TOGETHER WITH

DRECHSLER BUILDING – PARCEL 1

THAT PART OF LOT 1 IN 1120 CLUB CONSOLIDATION IN THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 2006 AS DOCUMENT NUMBER 0601210113, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 00°03'24" EAST, ALONG THE EAST LINE THEREOF, 94.41 FEET; THENCE SOUTH 89°56'52" WEST, 23.32 FEET; THENCE SOUTH 00°03'08" EAST, 94.50 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 89°43'22" EAST, ALONG SAID SOUTH LINE, 23.14 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED FEBRUARY 27, 2007 AS DOCUMENT NUMBER 075815047 AS AMENDED BY THE FIRST SUPPLEMENT TO CONDOMINIUM DECLARATION RECORDED MARCH 26, 2007 AS DOCUMENT NUMBER 0708515046 AND AS FURTHER AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PIN: 16-07-119-016-0000, 16-07-119-017-0000, 16-07-119-018-0000, and 16-07-119-019-0000

COMMON ADDRESS: 1124 Lake Street, Unit 505 and Parking Unit P1, Oak Park, Illinois 60301

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EXHIBIT B

TO SPECIAL WARRANTY DEED DATED APRIL 3, 2007 CONVEYING DWELLING UNIT 505 AND PARKING UNIT P1 1124 LAKE STREET, OAK PARK, ILLINOIS

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 for personal use and not for resale and, that in acquiring the Dwelling Unit; Purchaser is not acting as agent or nominee for any undisclosed party. Purchaser hereby grants Seller a right to repurchase the Dwelling Unit on the terms and conditions hereinafter set forth. If prior to the later to occur of (i) eighteen (18) months after the Closing Date or at least 80 of the Dwelling Units in the Building have been sold by Seller (the "Repurchase Period"), Purchaser contracts to sell the Dwelling Unit, Seller shall have the right to repurchase the Dwelling Unit; provided, however, that such Seller shall have no such right if such failure to so reside in the Dwelling Unit or sale is a result of Purchaser's death, disability, divorce, separation or job-related transfer. Purchaser shall notify Seller in writing not more than thirty (30) days subsequent to the execution of such a proposed sale, 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, including the conditions of such sale (the "Proposed Contract"). Seller shall have the right to repurchase the Dwelling 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 period, on the following terms: (i) the price shall be the price contained Proposed Contract, plus or minus prorations of general real estate taxes, prepaid insurance premiums, monthly assessments and other similar proratable items (the "Repurchase Price"); (ii) Purchaser shall convey, by Special Warranty Deed, good, marketable and insurable title to the Dwelling 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. If Seller notifies Purchaser within the aforesaid thirty (30) day period of its election to purchase the Dwelling 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, as provided herein, Purchaser agrees to reconvey the Dwelling 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.

(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 shall terminate and Purchaser may proceed to close the proposed sale; provided, however, that if Purchaser fails to close the proposed sale with the proposed purchaser 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 by Purchaser of the Dwelling Unit within the remainder of the Repurchase Period. If Purchaser so proceeds to close the sale 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.

(c) Any sale, assignment or conveyance of the Dwelling 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, any partnership interest in any partnership owning an interest in the Dwelling Unit, any lease with an option to purchase the Dwelling 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 under any trust which owns legal or beneficial

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title to the Dwelling 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 in accordance with the terms and conditions of this Paragraph 19.

(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.

20. **REMEDY.** Except for actions for breach of warranty and fraud, if any legal action is commenced within five (5) years after Closing by or on behalf of Purchaser, its successors or assigns, against Seller, its agents, employees, members, 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 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 Changes, if any, plus five percent (5%) and plus the cost of any improvements made by Purchaser 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. Purchaser 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 Purchaser, 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 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 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.

County Clerk's Office