

UNOFFICIAL COPY

MAIL TO:

LUDWIK GAJ

6759 W. FOREST PRESERVE AVE. #302

CHICAGO, IL 60634



Doc#: 0732333040 Fee: \$66.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/19/2007 10:53 AM Pg: 1 of 7

SPECIAL WARRANTY DEED

THIS INDENTURE made this 31st day of October, 2007 between AUTUMN GREEN AT WRIGHT CAMPUS CONDOMINIUM INVESTORS, L.L.C., a Delaware limited liability company, 111 East Wacker Drive, Suite 2200, Chicago, Illinois 60601, created and existing under and by virtue of the laws of the State of Delaware and duly authorized to transact business in the State of Illinois, as GRANTOR, and LUDWIK GAJ and DANUTA GAJ, husband and wife, not as tenants in common or as joint tenants, but as tenants by the entirety, as GRANTEES.

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 Grantees, and to their 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:

Please see attached Exhibit A.

PIN: 13-18-409-035-0000

COMMON ADDRESS: 6759 West Forest Preserve Avenue, Unit 302, Chicago, Illinois 60634

Together with all and singular the hereditament and appurtenances hereunto 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 hereditament and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the Grantees, their heirs and assigns forever.

Grantor also hereby grants to Grantees, their heirs and assigns, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said real estate set forth in that certain Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for the Condominiums of Autumn Green at Wright Campus made September 21, 2007 and recorded on September 21, 2007 in the Office of the Recorder of Cook County, Illinois as Document Number 0726416070 (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 Grantees hereby grant to Grantor and its successors and assigns, the right to remedy as provided in Paragraph 20 of the Purchase Agreement dated June 26, 2006 between AUTUMN GREEN AT WRIGHT CAMPUS CONDOMINIUM INVESTORS, L.L.C., a Delaware limited liability company, and Ludwik Gaj and Danuta Gaj 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 Grantees 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.

7KG
Near North National Title
222 N. LaSalle
Chicago, IL 60601

DANUTA
MAIL TO
163
991-66
0107-66

UNOFFICIAL COPY

And the Grantor, for itself, and its successors and assigns, does covenant, promise and agree, to and with Grantees, 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:

- (a) current non-delinquent real estate taxes and taxes for subsequent years;
- (b) the Illinois Condominium Property Act and the City of Chicago Condominium Ordinance, including all amendments thereto;
- (c) the Declaration, including all amendments and exhibits attached thereto;
- (d) the Property Owners' Declaration including all amendments and exhibits thereto;
- (e) Any lien, encumbrance or easement contemplated by or arising out of the redevelopment agreement dated as of October 27, 1995 and recorded October 31, 1995 as document number 95744618;
- (f) An environmental disclosure document for transfer of real property was recorded April 13, 1995 as document number 95249123;
- (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) acts done or suffered by the Grantees or anyone claiming by, through or under Grantees;
- (k) Grantees' mortgage; and
- (l) the Grantor's right to repurchase the Dwelling Unit, as contained in Paragraph 19 and Paragraph 20 of the Purchase Agreement.

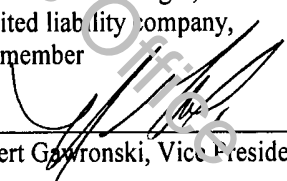
TO HAVE AND TO HOLD the same unto said Grantees, and to the proper use, benefit and behalf, forever, of said Grantees.

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

AUTUMN GREEN AT WRIGHT CAMPUS
CONDOMINIUM INVESTORS, L.L.C.,
a Delaware limited liability company

By: Condominiums At Wright Campus Manager, L.L.C.,
an Illinois limited liability company, its manager

By: SL Autumn Green Manager, L.L.C., a
Delaware limited liability company,
its managing member

By: 
Robert Gawronski, Vice President

UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF COOK

)
)SS

I, ANGELE ROBINSON-GAYLORD

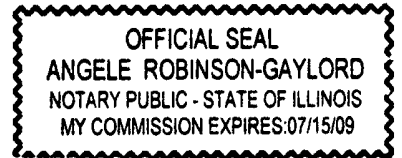
a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert Gawronski, as Vice President of SL Autumn Green Manager, L.L.C., a Delaware limited liability company, as managing member of Condominiums at Wright Campus Manager, L.L.C., an Illinois limited liability company, as manager of AUTUMN GREEN AT WRIGHT CAMPUS CONDOMINIUM INVESTORS, L.L.C., an Delaware 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 31st day of October, 2007.

Angele Robinson-Gaylord
Notary Public

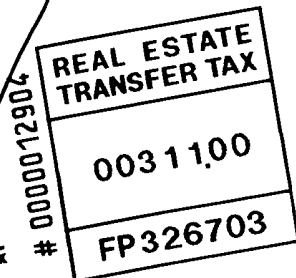
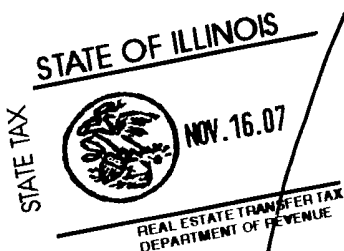
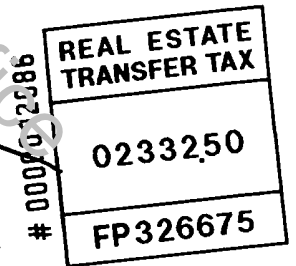
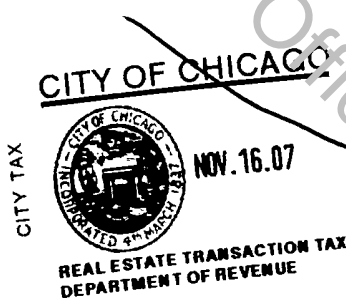
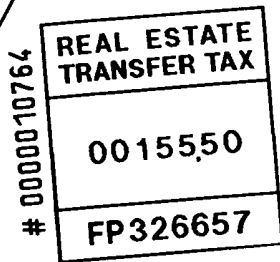
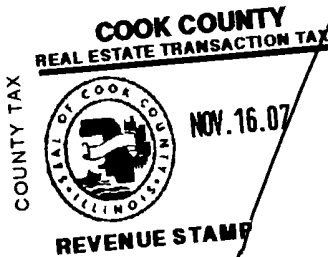
This instrument was prepared by:

Nancy Schiavone, Esq., 3656 West Fullerton Avenue, First Floor, Chicago, Illinois 60647



Send subsequent tax bills to:

LUDWIK GAJ
6759 W. FOREST PRESERVE AVE. #302
CHICAGO, IL 60634



UNOFFICIAL COPY

EXHIBIT A Legal Description

UNIT NUMBER 302, TOGETHER WITH THE EXCLUSIVE RIGHT TO USE LIMITED COMMON ELEMENT PARKING SPACE 28 AND LIMITED COMMON ELEMENT STORAGE SPACE BB, IN THE CONDOMINIUMS OF AUTUMN GREEN AT WRIGHT CAMPUS, AS DELINEATED ON THE PLAT OF SURVEY OF THE CONDOMINIUMS OF AUTUMN GREEN AT WRIGHT CAMPUS, WHICH PLAT OF SURVEY IS PART OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

THAT PART OF THE SOUTH FRACTIONAL HALF OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE INDIAN BOUNDARY LINE, BEING ALSO THE SOUTHEASTERLY LINE OF WEST FOREST PRESERVE DRIVE, WITH THE EAST LINE OF NORTH OAK PARK AVENUE, AS SHOWN ON THE PLAT OF SURVEY RECORDED JANUARY 11, 1935 AS DOCUMENT 11544080; THENCE NORTH 58° 38' 11" EAST ALONG SAID INDIAN BOUNDARY LINE, 316.77 FEET; THENCE SOUTH 31° 21' 49" EAST 45.43 FEET; THENCE SOUTHERLY 24.65 FEET ALONG AN ARC OF A CIRCLE CONVEX EASTERLY WITH A RADIUS OF 52.50 FEET AND WHOSE CHORD BEARS SOUTH 17° 54' 43" WEST A DISTANCE OF 24.43 FEET; THENCE SOUTH 04° 27' 33" EAST 18.40 FEET; THENCE SOUTH 31° 21' 49" EAST 378.66 FEET; THENCE SOUTH 66° 00' 33" WEST 338.13 FEET; THENCE SOUTH 26° 07' 04" WEST 311.80 FEET TO THE EAST LINE OF SAID NORTH OAK PARK AVENUE; THENCE NORTHERLY ALONG SAID EAST LINE OF NORTH OAK PARK AVENUE, BEING A CURVED LINE CONVEX WESTERLY AND HAVING A RADIUS OF 2337.50 FEET, AN ARC DISTANCE OF 588.00 FEET TO A POINT OF TANGENCY IN SAID LINE (THE CHORD OF SAID ARC BEARS NORTH 05° 29' 38" WEST, 586.45 FEET); THENCE NORTH 01° 42' 45" EAST ALONG THE EAST LINE OF SAID NORTH OAK PARK AVENUE, BEING A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 72.56 FEET TO THE PLACE OF BEGINNING, (EXCEPT THEREFROM THAT PART LYING EASTERLY OF THE FOLLOWING DESCRIBED LINES, BEGINNING AT A POINT ON THE INDIAN BOUNDARY LINE 270.01 FEET NORTH 58° 38' 11" EAST OF THE EAST LINE OF OAK PARK AVENUE; THENCE SOUTH 31° 58' 10" EAST 109.77 FEET; THENCE SOUTHERLY 2.85 FEET ALONG AN ARC OF A CIRCLE CONVEX EASTERLY WITH A RADIUS OF 2.70 FEET AND WHOSE CHORD BEARS SOUTH 01° 45' 42" EAST A DISTANCE OF 2.72 FEET; THENCE SOUTHWESTERLY 21.87 FEET ALONG AN ARC OF A CIRCLE CONVEX SOUTHEASTERLY WITH A RADIUS OF 41.50 FEET AND WHOSE CHORD BEARS SOUTH 43° 32' 30" WEST A DISTANCE OF 21.61 FEET; THENCE SOUTH 58° 38' 50" WEST 168.77 FEET; THENCE SOUTHWESTERLY 35.80 FEET ALONG AN ARC OF A CIRCLE CONVEX NORTHWESTERLY WITH A RADIUS OF 34.00 FEET AND WHOSE CHORD BEARS SOUTH 28° 28' 07" WEST A DISTANCE OF 34.17 FEET TO A POINT, SAID POINT BEING ALSO POINT "A"; THENCE SOUTH 01° 41' 57" EAST 159.89 FEET; THENCE SOUTHWESTERLY 9.30 FEET ALONG AN ARC OF A CIRCLE CONVEX SOUTHEASTERLY WITH A RADIUS OF 25.00 FEET AND WHOSE CHORD BEARS SOUTH 08° 57' 24" WEST A DISTANCE OF 9.25 FEET; THENCE SOUTHWESTERLY 21.49 FEET ALONG AN ARC OF A CIRCLE CONVEX SOUTHEASTERLY WITH A RADIUS OF 49.50 FEET AND WHOSE CHORD BEARS SOUTH 32° 02' 56" WEST A DISTANCE OF 21.32 FEET; THENCE SOUTH 48° 16' 12" WEST 43.89 FEET; THENCE SOUTHWESTERLY 14.87 FEET ALONG AN ARC OF A CIRCLE CONVEX SOUTHEASTERLY WITH A RADIUS OF 25.00 FEET AND WHOSE CHORD BEARS SOUTH 69° 05' 37" WEST A DISTANCE OF 14.65 FEET; THENCE SOUTH 86° 07' 57" WEST 56.03 FEET TO THE EAST LINE OF NORTH OAK PARK AVENUE, ALSO EXCEPT THEREFROM THAT PART LYING SOUTH AND WEST OF THE FOLLOWING DESCRIBED LINES, BEGINNING AT THE AFOREMENTIONED POINT "A" THENCE NORTH 88° 03' 57" WEST 21.49 FEET; THENCE NORTH 01° 56' 03" EAST 22.50 FEET; THENCE NORTH 88° 03' 57" WEST 94.66 FEET TO THE EAST LINE OF NORTH OAK PARK AVENUE) IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

WHICH SURVEY IS ATTACHED AS EXHIBIT B TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE CONDOMINIUM S OF ATUTUMN GREEN AT WRIGHT CAMPUS RECORDED SEPTEMBER 21, 2007 AS DOCUMENT NUMBER 0726416070, AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PIN: 13-18-409-035-0000

COMMON ADDRESS: 6759 WEST FOREST PRESERVE AVENUE, CHICAGO, ILLINOIS 60634

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT B

**TO SPECIAL WARRANTY DEED DATED OCTOBER 31, 2007
CONVEYING UNIT 302,
6759 WEST FOREST PRESERVE AVENUE,
CHICAGO, ILLINOIS 60634**

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 or lease 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 Purchaser does not reside in the Dwelling Unit within seven (7) months after the Closing Date, or if within one (1) year after the Closing Date Purchaser contracts to sell or lease 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 or lease 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 or lease, 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 or lease, including the conditions of such sale or lease. 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 seven (7) month period, on the following terms: (i) the price shall be the Repurchase Price (as hereinafter defined) plus or minus prorations of general real estate taxes, prepaid insurance premiums, monthly assessments and other similar proratable items; (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. The Repurchase Price shall be the Purchase Price, adjusted by the costs of all Changes pursuant to Paragraph 4, if any, 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 either at the time of giving of Purchaser's thirty (30) day notice to Seller or within thirty (30) days after such seven (7) month period. 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 or lease; provided, however, that if Purchaser fails to close the proposed sale or lease with the proposed purchaser or tenant 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 or lease by Purchaser of the Dwelling Unit within the remainder of the said one (1) year period. If Purchaser so proceeds to close the sale or lease 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 or lease.

(c) Any sale, lease, 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 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.

UNOFFICIAL COPY

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, 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 Purchaser, Seller, its successors and assigns, may tender to Purchaser the Purchase Price (plus or minus proration 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.

Property of Cook County Clerk's Office