

# UNOFFICIAL COPY

AFTER RECORDING  
MAIL TO:

ALBERT M. CASTELLAN  
1809 N. 20th Ave  
Melrose Park, IL 60160



Doc#: 0733905111 Fee: \$36.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/05/2007 12:12 PM Pg: 1 of 7

ABOVE SPACE FOR RECORDER'S USE ONLY

05/18/07 Form II

## SPECIAL WARRANTY DEED

This Special Warranty Deed, made this 29<sup>th</sup> day of November, 2007, between Renaissance Residential of Countryside, LLC, an Illinois limited liability company, created and existing under and by virtue of the laws of the State of Illinois ("Grantor"), and ALBERT CASTELLAN, ("Grantee"), WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the Grantee, and to Grantee's heirs and assigns FOREVER, all the following described real estate, situated in the County of Cook and State of Illinois known and described as follows, to wit:

PARCEL 1: UNIT 1065-204 IN THE WOODS AT COUNTRYSIDE CONDOMINIUM, AS DELINEATED ON THE PLAT OF SURVEY OF PART OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED AUGUST 30, 2007 AS DOCUMENT NUMBER 0724215072 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

*JMC*

Permanent Real Estate Index Number(s): 02-09-202-008-0000 02-09-402-097-0000  
02-09-402-098-0000


Address(es) of real estate: 1065 Sterling Avenue, #204, Palatine, IL 60067

**BOX 333-CT**


10F2 CT1 0390694 GH

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Property of Cook County Clerk's Office

STATE OF ILLINOIS  
  
 DEC.-4.07  
 REAL ESTATE TRANSFER TAX  
 DEPARTMENT OF REVENUE

# 8800045633  
 REAL ESTATE TRANSFER TAX  
 00163.00  
 FP 103032

COOK COUNTY  
 REAL ESTATE TRANSACTION TAX  
 COUNTY TAX  
  
 DEC.-4.07  
 REVENUE STAMP

# 0000045790  
 REAL ESTATE TRANSFER TAX  
 00081.50  
 FP 103034

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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 Grantor, either in law or 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 Grantee and Grantee's heirs and assigns forever.

Grantor also hereby grants to Grantee, its successors and assigns, as rights and easements appurtenant to the subject unit described herein, the rights and easements for the benefit of said unit set forth in the Declaration; and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in the 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 the Declaration the same as though the provisions of the Declaration were recited and stipulated at length herein.

The tenant of the unit, if any, as of the date on which notice of intent to convert was given to all tenants (as provided for in the Illinois Condominium Property Act), has waived or has failed to exercise the right of first refusal, had no right of first refusal, or is the Grantee.

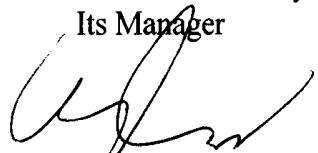
And Grantor, for itself, and its successors, does covenant, promise and agree, to and with Grantee and Grantee's heirs and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that it WILL WARRANT AND DEFEND the said premises against all persons lawfully claiming, or to claim the same, by, through or under it, subject only to:

SEE EXHIBIT A

IN WITNESS WHEREOF, said Grantor has caused its name to be signed to these presents on the day and year first above written.

RENAISSANCE RESIDENTIAL OF COUNTRYSIDE, LLC, an  
Illinois limited liability company

By: Countryside Real Estate Development LLC,  
an Illinois limited liability company  
Its Manager

  
By: Vincent Manaradi  
Its: Manager



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## EXHIBIT A

- (a) General real estate taxes for the current year not yet due and for subsequent years, including taxes which may accrue by reason of new or additional improvements during the year of Closing;
- (b) Special taxes or assessments for improvements not yet completed;
- (c) Easements, covenants, restrictions, agreements, conditions and building lines of record and party wall rights;
- (d) The Declaration, including all Exhibits thereto, as amended from time to time, and the Illinois Condominium Property Act;
- (e) The Plat attached as Exhibit C to the Declaration;
- (f) The Community Declaration for The Woods at Countryside, including all Exhibits thereto, as amended or supplemented from time to time;
- (g) Declaration of Easement and Cost Sharing Provisions;
- (h) Applicable zoning and building laws and ordinances;
- (i) Roads and highways, if any;
- (j) Unrecorded public utility easements, if any;
- (k) Grantee's mortgage, if any;
- (l) Plats of dedication and covenants thereof;
- (m) Acts done or suffered by Grantee, or anyone claiming under Grantee; and
- (n) If at any time in the period of five years from the date hereof, Grantee decides to market the Unit for sale, Grantee shall market the Unit through a broker designated by the Grantor at Grantor's sole discretion at a commission of five percent (5%).
- (o) Right of Repurchase of the Grantor for 24 months from the Closing Date as described in Section 13 of the Purchase and Sale Agreement and restated as follows:

- a. **Re-Acquisition.**

(a) Purchaser hereby represents and warrants as of the date hereof and as of the Closing Date that Purchaser is acquiring the Purchased Unit for personal use and not for resale and that in acquiring the Purchased Unit, Purchaser is not acting as agent or nominee for

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any undisclosed party. Purchaser hereby grants Seller a right to repurchase the Purchase Unit on the terms and conditions hereinafter set forth. If Purchaser contracts to sell the Purchased Unit within twenty four (24) months of the Closing Date, Seller shall have the right to repurchase the Purchased Unit; provided, however, that such Seller shall have no such right if such 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 and shall contain a copy of the proposed contract of sale, including the conditions of such sale. Seller shall have the right to repurchase the Purchased Unit, which right shall be exercised by written notice to Purchaser within thirty (30) days after receipt of said notice from Purchaser, 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 Purchased 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 closing through Greater Illinois Title Insurance Company; 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 Section 3(c), if any, plus the cost of any improvements made by Purchaser to the Purchased 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. If Seller notifies Purchaser within the aforesaid thirty (30) day period of its election to purchase the Purchased 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 Purchased Unit, as provided herein, Purchaser agrees to reconvey the Purchased 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 Purchased 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 Purchased 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 Purchased Unit within the remainder of the said twenty four (24) month 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 Section 13, which delivery may be conditioned upon closing of such sale or lease.

(c) Any sale or conveyance of the Purchased Unit in violation of the provisions of this Section 13 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.

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(d) For purposes of this Section 13 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 Purchased Unit, any partnership interest in any partnership owning an interest in the Purchased Unit, any lease with an option to purchase the Purchased 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 Purchased 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 Section 13 following the closing of the sale of the last unit to be constructed in the Project

(e) Seller's right of repurchase under this Section 13 is hereby subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the Purchased Unit.

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