



Doc#: 0805255042 Fee: \$32.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/21/2008 10:27 AM Pg: 1 of 5

①

This instrument was prepared by:

Justeen McNett  
TR Sienna Partners, LLC  
1415 Sherman Avenue, Unit 101  
Evanston, Illinois 60201

After recording return to:

Linda Vogler  
1785 Aberdeen  
Glenview, IL 60025

Mail subsequent tax bills to:

TR Sienna Partners, LLC  
1415 Sherman Avenue, Unit 101  
Evanston, Illinois 60201

636350  
Ticom

For Recorder's Office Use Only

## WARRANTY DEED

**TR SIENNA PARTNERS, LLC**, an Illinois limited liability company ("Grantor"), duly authorized to transact business in the State of Illinois, with its principal office at 1415 Sherman Avenue, Suite 101, Evanston, Illinois 60201, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, does REMISE, RELEASE, ALIEN AND CONVEY unto **Anthony Roviario and Emilie Roviario**, husband and wife, having an address at 1720 Maple Avenue, #1470, Evanston, Illinois 60201 (collectively, the "Grantee"), or as TENANTS BY THE ENTIRETY and not as Joint Tenants with rights of survivorship, nor as Tenants in Common, the real estate situated in the County of Cook, in the State of Illinois, described as follows (the "Real Estate"):

See Exhibit "A" attached hereto.

PIN: 11-18-122-031-0000 (affects the Unit and the common elements)

Address: 1740 Oak Avenue, Unit 501, Evanston, Illinois 60201

TO HAVE AND TO HOLD the said Real Estate forever, SUBJECT TO:

Current general real estate taxes, taxes for subsequent years and special taxes or assessments; the Illinois Condominium Property Act; the Declaration of Condominium Ownership; the Agreement of Reciprocal Covenants, Conditions, Restrictions and Easements; applicable zoning, planned development and building laws and ordinances and other ordinances of record; acts done or suffered by Grantee or anyone claiming by through or under Grantee; covenants, conditions, agreements, building lines and restrictions of record; easements recorded at any time prior to closing, including any easements established by or implied from the Declaration of Condominium Ownership or amendments thereto and any easements provided therefor; and Grantee's mortgage, if any.

5

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Grantor also hereby grants to the Grantee, their 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 Ownership for Sienna Court Condominium (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 property described therein. This deed is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as through the provisions of said Declaration were recited and stipulated at length herein.

Grantor reserves to itself and its successors and assigns, and Grantee hereby grants to Grantor, the right to repurchase the Real Estate provided in paragraph 22(b) of the Real Estate Contract dated March 21, 2005 (date of acceptance March 21, 2005), between Grantor and Grantee (the "Real Estate Contract"). The right of repurchase herein reserved by Grantor (i) set forth on Exhibit B attached hereto, (ii) is hereby subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the Real Estate and (iii) shall expire upon the second anniversary of the date of recording of this deed.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]**

Cook County Clerk's Office

# UNOFFICIAL COPY

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed as of the 25<sup>th</sup> day of January, 2008.

TR SIENNA PARTNERS, L.P., an Illinois limited liability company

By: TR Sienna, Inc., an Illinois corporation, its manager

By: [Signature]  
Thomas A. Roszak, President

Attest: [Signature]  
Thomas A. Roszak, Secretary

State of Illinois )  
County of Cook ) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid DO HEREBY CERTIFY that Thomas A. Roszak, the President and Secretary of TR Sienna, Inc., an Illinois corporation, the manager of TR Sienna Partners, LLC, and Illinois limited liability company, personally known by me 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, sealed and delivered the said instrument as the free and voluntary act of the company and as his free and voluntary act for the uses and purposes therein set forth.

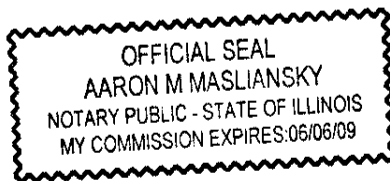
Given under my hand and official seal, this 25<sup>th</sup> day of January, 2008.

Commission Expires: 06/06/09

[Signature]  
Notary Public

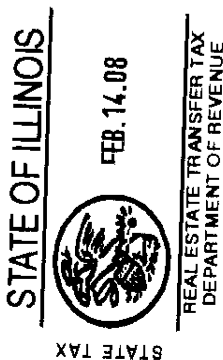
REAL ESTATE TRANSFER TAX	0034300	FP 103049
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# 0000001749



REAL ESTATE TRANSFER TAX	0017150	FP 103052
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# 0000001743



STATE TAX

CITY OF EVANSTON 021867  
Real Estate Transfer Tax  
City Clerk's Office  
PAID JAN 28 2008  
AMOUNT \$1,115.00

Agent [Signature]



COUNTY TAX

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## EXHIBIT A TO WARRANTY DEED

### LEGAL DESCRIPTION

**PIN:** 11-18-122-031-0000 (affects the Unit and the common elements)

**Address:** 1740 Oak Avenue, Unit 501, Evanston, Illinois 60201

**PARCEL 1:**

UNIT NUMBER 1740-501 IN THE SIENNA COURT CONDOMINIUM, AS DELINEATED ON A SURVEY OF PARTS OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOTS 1 AND 2 (EXCEPT THE WESTERLY 11 FEET THEREOF); LOT 3 (EXCEPT THE WESTERLY 11 FEET OF THE NORTHERLY 12 FEET THEREOF); LOTS 4 AND 5 AND THE NORTH 2 FEET OF LOT 6; ALL OF LOTS 16, 17, 18, 19 AND 20 AND LOT 21 (EXCEPT THAT PART OF LOT 21 WHICH LIES NORTH AND EAST OF A STRAIGHT LINE DRAWN FROM THE SOUTHEAST CORNER OF SAID LOT 21 TO A POINT ON THE NORTH LINE OF AND 50 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 21); THE VACATED NORTH-SOUTH PUBLIC ALLEY, LYING BETWEEN SAID LOTS 1 TO 6, INCLUSIVE AND LOTS 16 TO 21, INCLUSIVE; THAT PART OF THE VACATED SOUTH 8 FEET OF CLARK STREET, WHICH LIES EAST OF THE WEST LINE OF SAID LOTS 1 TO 6, INCLUSIVE EXTENDED IN A NORTHEASTERLY DIRECTION AND WEST OF THE SAID LINE DRAWN FROM THE SOUTHEAST CORNER OF SAID LOT 21 TO A POINT ON THE NORTH LINE OF AND 50 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 21 EXTENDED IN A NORTHWESTERLY DIRECTION; ALSO LOTS 'A', 'B', 'C' AND LOT 'D' (EXCEPT THE WEST 25 FEET THEREOF) IN GROVER AND CURREY'S SUBDIVISION OF LOT 6 (EXCEPT THE NORTH 2 FEET THEREOF) AND LOTS 7 AND 8; ALL OF THE AFORESAID PROPERTY BEING LOCATED IN BLOCK 2 IN PRATT'S ADDITION TO EVANSTON, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF RIDGE ROAD AND WEST OF MILWAUKEE DIVISION OF THE CHICAGO AND NORTHWESTERN RAILWAY; ALSO LOT 1 AND THE WEST 25 FEET OF LOT "D" IN GROVER & CURREY'S SUBDIVISION OF LOT 6 (EXCEPT THE NORTH 2 FEET THEREOF) AND LOTS 7 AND 8 IN BLOCK 2 IN PRATT'S ADDITION TO EVANSTON, A SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF RIDGE ROAD AND WEST OF MILWAUKEE DIVISION OF THE CHICAGO AND NORTHWESTERN RAILWAY, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "G" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0614544065; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

**PARCEL 2:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE AGREEMENT OF RECIPROCAL COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE SIENNA CONDOMINIUMS AND THE 1718 OAK AVENUE GARAGE RECORDED DECEMBER 29, 2005 AS DOCUMENT NO. 0536327057.

**PARCEL 3:**

THE RIGHT TO THE USE OF PARKING SPACE P-187 AND P-188 AND STORAGE SPACE S-217, LIMITED COMMON ELEMENTS AS DELINEATED AND DEFINED IN THE DECLARATION OF CONDOMINIUM AFORESAID.

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## EXHIBIT B TO WARRANTY DEED

from  
TR Sienna Partners, LLC  
to  
Anthony Roviario and Emilie Roviario

### Excerpt of Paragraph 22(b) of Real Estate Agreement

If Purchaser shall institute or initiate legal action against Seller or any corporation, limited liability company or partnership that controls or is controlled by or is under common control with Thomas A. Roszak, or any member, manager, officer, director, shareholder or employee of Seller or such affiliated entities or individuals (each, a "Protected Person") at any time within two (2) years subsequent to the Closing, then Seller (or any assignee it shall designate) shall have the option to repurchase the Unit from Purchaser. This repurchase right shall be exercised by written notice to Purchaser at any time after Purchaser commences or joins in legal action against a Protected Person, on the following terms: (i) the price shall be the Base Purchase Price, excluding the Extras paid by Purchaser, plus or minus prorations of general real estate taxes and monthly assessments; (ii) Purchaser shall convey, by warranty deed, good marketable, and insurable title to the Unit to Seller (or the designated assignee), subject only to the Permitted Exceptions (except for any relating to acts of the Purchaser) and any acts of Seller; (iii) closing of the repurchase shall be effected through an escrow as described in Paragraph 6(c) hereof; and (iv) Purchaser shall bear all costs of the escrow and title insurance in the amount of the Base Purchase Price. No adjustment to the Base Purchase Price shall be made for the cost of any improvements made by Purchaser to the Unit after the Closing. If Seller (or its assignee) notifies Purchaser of its election to repurchase the Unit, then such repurchase shall be closed within thirty (30) days after the giving of notice of such election. In the event of such repurchase of the Unit, as provided herein, Purchaser agrees to reconvey the Unit to Seller (or its assignee) in the same physical condition as at Closing, except for ordinary wear and tear and improvements or betterments made by Purchaser to the Unit. The right of repurchase under this Paragraph 22(b) is hereby subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the Unit.