

20750921mwm4102
Wallach Gale, PC
770 West Gladys Ave., Suite 208
Chicago, IL 60661

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Doc#: 0822001176 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/07/2008 02:57 PM Pg: 1 of 7

AFTER RECORDING MAIL TO:

Shane E. Mowery
2448 N. Augusta #2
Chicago, IL 60622

...this space is for RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

THIS INDENTURE made this 31st day of July, 2008 between 769 Jackson, LLC, an Illinois Limited Liability Company, 770 West Gladys Avenue., Suite 208, Chicago, Illinois 60661, 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 Laurie Sakai and Tatsuya, husband and wife as tenants by the entirety, not as tenants in common or as joint tenants, but as tenants by the entirety forever, of 1360 North Lake Shore Drive Unit 1705, Chicago, Illinois 60610 as Grantee

A. SAKAI

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 its 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:

SEE EXHIBIT "A" LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

PARCEL IDENTIFICATION NUMBERS: 17-16-116-002-0000, 17-16-116-003-0000 AND 17-16-116-004-0000
(AFFECTS SUBJECT PROPERTY AND OTHER LAND)

COMMON ADDRESS: 770 West Gladys Avenue, Unit 607, Chicago, Illinois 60661

Capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below) between Grantor and Grantee.

Together with all and singular the hereditament 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, unto the Grantee, 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 Grantee, its heirs and assigns forever.

Grantor also hereby grants to Grantee, his, her or 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 for Odyssey Lofts Condominium recorded July 14, 2008 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 0819618048, 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

M.G.R. TITLE

Property of Cook County Clerk's Office

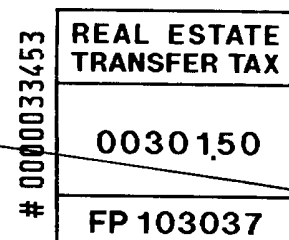
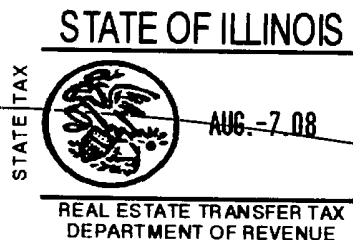
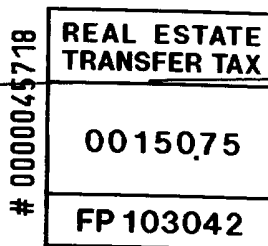
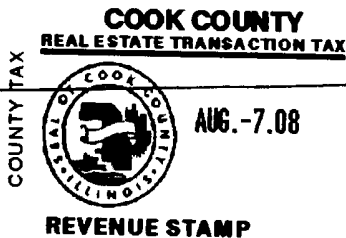
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grants to Grantor and its successors and assigns, the right to remedy as provided in the Odyssey Lofts Condominium Purchase Agreement dated, between 769 JACKSON, LLC, an Illinois limited liability company and Laurie Sakai and Tatsuya Sakai for the purchase of the real estate (the "Condominium 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 Grantee pursuant to 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.

The tenant of the unit has no right of first refusal this was a conversion of a commercial property.

And the Grantor, for itself, and its successors and assigns, does covenant, promise and agree, to and with Grantee, his, her or 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:


- (i) current or delinquent real estate taxes and taxes for subsequent years;
- (ii) special taxes or assessments for improvements not yet completed and other assessments or installments thereof not due and payable at the time of Closing;
- (iii) covenants, conditions, restrictions, and easements of record;
- (iv) public, private and utility easements recorded at any time prior to Closing including any easements established by or implied from the Declaration, or amendments thereto;
- (v) leases and licenses affecting the Property;
- (vi) applicable zoning and building laws, statutes and ordinances;
- (vii) roads and highways, if any;
- (viii) Illinois Condominium Property Act;
- (ix) Declaration of Condominium Ownership for Odyssey Lofts Condominium recorded July 14, 2008, as document number 0819618048, and the terms and provisions contained therein and any amendments thereto recorded with the Cook County Recorder's Office;
- (x) Plat of Survey by Professionals Associated Survey dated June 9, 2008 as Order No.01-56868;
- (xi) Encroachments;
- (xii) Acts done or suffered by the Grantee or anyone claiming by, through or under Grantee; and
- (xiii) Such other matters as to which the Title Insurer commits Purchaser against loss or damage.



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SIGNATURE PAGE FOLLOWS

City of Chicago Real Estate
Dept. of Revenue Transfer Stamp
559822 \$3,165.75
08/07/2008 10:59 Batch 07208 73



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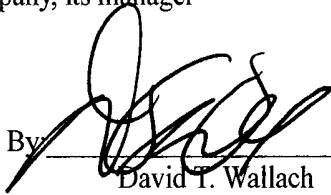
TO HAVE AND TO HOLD the same unto said Grantee, and to the proper use, benefit and behalf, forever, of said Grantee.

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

SELLER:

769 JACKSON, LLC, an Illinois limited liability company

By: W DEVELOPMENTS, LLC, an Illinois limited liability company, its manager

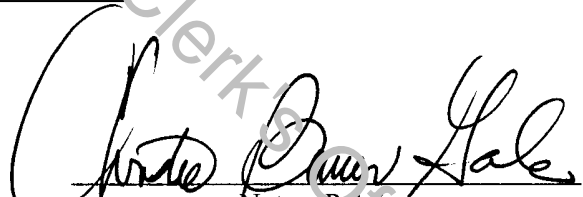
By: 

 David T. Wallach

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

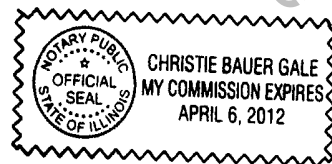
The undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that David T. Wallach, Sole Member of W Developments, LLC an Illinois limited liability company as manager of 769 Jackson, LLC, an Illinois limited liability company, the Grantor, personally known to be the 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 official seal, July 31st 2008



 Notary Public

SEND SUBSEQUENT TAX BILLS TO: <u>Tatsuya + Laurie Sakai</u> <u>770 W. Gladys Ave. #607</u> <u>Chicago, IL 60661</u>
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UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION**

UNIT 607 IN ODYSSEY LOFTS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE;

LOTS 2 AND 3 IN BLANCHARD'S SUBDIVISION OF BLOCK 4 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; EXCEPTING THEREFROM THE FOLLOWING:

PARCEL ONE:

THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN A CERTAIN HORIZONTAL PLANE LOCATED 5.95 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 17.25 FEET ABOVE CHICAGO CITY DATUM LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF LOTS 2 AND 3, TAKEN AS A TRACT, IN BLANCHARD'S SUBDIVISION OF BLOCK 4 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT, BEING ALSO THE NORTHEAST CORNER OF SAID LOT 3, A POINT ON THE SOUTH LINE OF WEST JACKSON BOULEVARD; THENCE WEST ALONG THE NORTH LINE OF SAID TRACT, A DISTANCE OF 27.60 FEET; THENCE SOUTH ALONG A LINE MAKING AN ANGLE OF 90 DEGREES, 19 MINUTES 28 SECONDS, MEASURED COUNTER-CLOCKWISE, WEST TO SOUTH FROM THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 2.07 FEET TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACES OF 2 WALLS OF A SIX STORY BRICK BUILDING, COMMONLY KNOWN AS 769-775 WEST JACKSON BOULEVARD, IN CHICAGO, BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE ALONG THE INTERIOR FACES OF THE WALLS OF THE ENCLOSED SPACE DESCRIBED HEREIN, THE FOLLOWING COURSES AND DISTANCE; ALL AT RIGHT ANGLES TO EACH OTHER, UNLESS NOTED OTHERWISE.. WEST, A DISTANCE OF 13.69 FEET; SOUTH, A DISTANCE OF 0.40 FEET; WEST, A DISTANCE OF 2.20 FEET; NORTH A DISTANCE OF 0.40 FEET; WEST, A DISTANCE OF 13.80 FEET; SOUTH, A DISTANCE OF 0.40 FEET; WEST, A DISTANCE OF 2.75 FEET; NORTH, A DISTANCE OF 0.40 FEET; WEST, A DISTANCE OF 13.30 FEET; SOUTH, A DISTANCE OF 0.35 FEET; WEST, A DISTANCE OF 2.20 FEET; NORTH A DISTANCE OF 0.35 FEET; WEST, A DISTANCE OF 12.00 FEET; SOUTH, A DISTANCE OF 8.0 FEET; EAST, A DISTANCE OF 1.40 FEET; SOUTH, A DISTANCE OF 13.25 FEET; EAST, A DISTANCE OF 10.70 FEET; SOUTH, A DISTANCE OF 10.85 FEET; EAST, A DISTANCE OF 1.80 FEET; SOUTH, A DISTANCE OF 1.75 FEET; WEST, A DISTANCE OF 1.80 FEET; SOUTH, A DISTANCE OF 14.25 FEET; EAST, A DISTANCE OF 1.75 FEET; SOUTH, A DISTANCE OF 0.55 FEET; EAST, A DISTANCE OF 14.30 FEET; NORTH, A DISTANCE OF 0.55 FEET; EAST, A DISTANCE OF 1.75 FEET; SOUTH, A DISTANCE OF 0.55 FEET; EAST A DISTANCE OF 14.30 FEET; NORTH, A DISTANCE OF 0.55 FEET; EAST, A DISTANCE OF 1.75 FEET; SOUTH, A DISTANCE OF 0.55 FEET; EAST, A DISTANCE OF 13.95 FEET; NORTH, A DISTANCE OF 48.21 FEET TO THE POINT OF BEGINNING.

AND

THAT PROPERTY AND SPACE CONTAINED IN AND BETWEEN A CERTAIN HORIZONTAL PLANE LOCATED 17.62 ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 32.28 FEET ABOVE CHICAGO CITY DATUM LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF LOTS 2 AND 3, TAKEN AS A TRACT IN BLANCHARD'S SUBDIVISION OF BLOCK 4 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT BEING ALSO THE NORTHEAST CORNER OF SAID LOT 3, A POINT ON THE SOUTH LINE OF WEST JACKSON BOULEVARD; THENCE WEST ALONG THE NORTH LINE OF SAID TRACT, A DISTANCE OF 26.93 FEET; THENCE SOUTH ALONG A LINE MAKING AN ANGLE OF 90 DEGREES, 19 MINUTES 28 SECONDS, MEASURED COUNTER-CLOCKWISE, WEST TO SOUTH FROM THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 2.29 FEET TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACES OF 2 WALLS OF A SIX STORY BRICK BUILDING, COMMONLY KNOWN AS 769-775 WEST JACKSON BOULEVARD IN CHICAGO, BEING THE POINT OF BEGINNING OF

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THE PARCEL HEREIN DESCRIBED: THENCE, ALONG THE INTERIOR FACES OF THE WALLS OF THE ENCLOSED SPACE DESCRIBED HEREIN. THE FOLLOWING COURSES AND DISTANCES; ALL AT RIGHT ANGLES TO EACH OTHER UNLESS NOTED OTHERWISE. WEST, A DISTANCE OF 14.15 FEET; SOUTH, A DISTANCE OF 0.35 FEET; WEST, A DISTANCE OF 2.10 FEET; NORTH, A DISTANCE OF 0.35 FEET; WEST, A DISTANCE OF 13.95 FEET; SOUTH, A DISTANCE OF 0.35 FEET; WEST A DISTANCE OF 2.10 FEET; NORTH, A DISTANCE OF 0.35 FEET; WEST A DISTANCE OF 13.90 FEET; SOUTH, A DISTANCE OF 0.35 FEET; WEST, A DISTANCE OF 2.15 FEET; SOUTH, A DISTANCE OF 22.17 FEET; WEST, A DISTANCE OF 10.47 FEET; SOUTH, A DISTANCE OF 26.48 FEET; WEST, A DISTANCE OF 4.20 FEET; SOUTH, A DISTANCE OF 74.56 FEET; EAST, A DISTANCE OF 3.82 FEET; SOUTH, A DISTANCE OF 4.96 FEET; EAST, A DISTANCE OF 11.12 FEET; NORTH, A DISTANCE OF 0.30 FEET; EAST, A DISTANCE OF 1.40 FEET; SOUTH, A DISTANCE OF 0.35 FEET; EAST, A DISTANCE OF 9.74 FEET; SOUTH, A DISTANCE OF 7.30 FEET; EAST, A DISTANCE OF 5.12 FEET; SOUTH, A DISTANCE OF 8.20 FEET; EAST, A DISTANCE OF 1.40 FEET; SOUTH, A DISTANCE OF 1.15 FEET; EAST, A DISTANCE OF 14.24 FEET; NORTH, A DISTANCE OF 1.19 FEET; EAST, A DISTANCE OF 1.75 FEET; SOUTH, A DISTANCE OF 1.75 FEET; WEST, A DISTANCE OF 0.65 FEET; SOUTH, A DISTANCE OF 15.90 FEET; EAST, A DISTANCE OF 1.15 FEET; SOUTH, A DISTANCE OF 0.35 FEET; EAST, A DISTANCE OF 13.70 FEET; NORTH, A DISTANCE OF 20.70 FEET; EAST, A DISTANCE OF 1.15 FEET; NORTH, A DISTANCE OF 9.00 FEET; WEST, A DISTANCE OF 1.15 FEET; NORTH, A DISTANCE OF 7.05 FEET; EAST, A DISTANCE OF 1.15 FEET; NORTH, A DISTANCE OF 9.00 FEET; WEST, A DISTANCE OF 1.15 FEET; NORTH, A DISTANCE OF 7.00 FEET; EAST, A DISTANCE OF 1.15 FEET; NORTH, A DISTANCE OF 9.00 FEET; WEST, A DISTANCE OF 1.15 FEET; NORTH, A DISTANCE OF 7.00 FEET; EAST, A DISTANCE OF 1.15 FEET; NORTH, A DISTANCE OF 9.00 FEET; WEST, A DISTANCE OF 1.15 FEET; NORTH, A DISTANCE OF 7.00 FEET; EAST, A DISTANCE OF 1.15 FEET; NORTH, A DISTANCE OF 9.00 FEET; WEST, A DISTANCE OF 1.15 FEET; NORTH, A DISTANCE OF 6.90 FEET; EAST, A DISTANCE OF 1.15 FEET; NORTH, A DISTANCE OF 9.00 FEET; WEST, A DISTANCE OF 1.15 FEET; NORTH, A DISTANCE OF 20.55 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND

THE EAST 25 FEET OF LOTS 3, TAKEN AS A TRACT, IN BLANCHARD'S SUBDIVISION OF BLOCK 4 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL ONE AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS FOR THE ODYSSEY LOFTS DATED DECEMBER 15, 2006 AND RECORDED DECEMBER 21, 2006 AS DOCUMENT 0635522073 AND AMENDED FROM TIME TO TIME AND CREATED BY THE DEED FROM 769 JACKSON, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, TO TELEMACHUS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY RECORDED JANUARY 26, 2007 AS DOCUMENT 0702626049 FOR THE PURPOSE OF INGRESS AND EGRESS OVER THE PROPERTY DESCRIBED IN SAID DECLARATION IN EXHIBIT D THEREIN AS THE "DRIVEWAY PARCEL".

PARCEL THREE:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL ONE AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS FOR THE ODYSSEY LOFTS DATED DECEMBER 15, 2006 AND RECORDED DECEMBER 21, 2006 AS DOCUMENT 0635522073 AND AMENDED FROM TIME TO TIME AND CREATED BY THE DEED FROM 769 JACKSON, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, TO TELEMACHUS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY FOR THE PURPOSE(S) OF STRUCTURAL SUPPORT, ENCLOSURE, INGRESS AND EGRESS, UTILITY SERVICES AND OTHER FACILITIES AS MORE PARTICULARLY DELINEATED IN SAID

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DECLARATION OVER THE PROPERTY THEREIN DESCRIBED IN EXHIBIT 'C' AS THE "CONDOMINIUM PROPERTY."

PARCEL FOUR:

THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACE S-5^A A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0819618048.

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0819618048, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

COMMONLY KNOWN AS: 770 WEST GLADYS AVE., UNIT 607 CHICAGO, ILLINOIS 60661

PARCEL IDENTIFICATION NUMBER(S): 17-16-116-002-0000, 17-16-116-003-0000 AND 17-16-116-004-0000
(AFFECTS SUBJECT PROPERTY AND OTHER LAND)

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EXHIBIT B

RIGHT OF REMEDY

TO SPECIAL WARRANTY DEED

Dated July 31, 2008 conveying

775 West Jackson Blvd., Unit 607, Chicago, Illinois 60661

All defined terms herein shall have their meaning assigned to them in the Purchase Agreement

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 and assigns, against Seller, its agents, servants or any shareholder, officer, director, or partner (general or limited) of Seller or any other party affiliated with Seller ("Seller"), for any claim or cause of action arising directly or indirectly from the purchase, use, occupancy, construction or operation of the Unit, then, at the option of Seller, within a period of one (1) year from the date of institution of said action, and upon sixty (60) days prior written notice to Purchaser, Seller may tender to Purchaser the original Purchase Price (plus or minus prorations of general real estate taxes and/or monthly assessments and other similar proratable items) and an additional three percent (3%) per annum non-compounding of the Purchase Price as liquidated damages, for all damages of any kind and nature whatsoever. Purchaser shall tender good, marketable and insurable title to Seller, free of any liens, claims or encumbrances, by Warranty Deed and other customary closing documents, together with an ALTA Title Insurance Policy insuring good and marketable title to the Unit, possession of the Unit, and a release of all claims against Seller, and this transaction shall then be deemed rescinded. Purchaser shall bear the cost of all title insurance, recordings and transfer stamp charges, including municipal transfer stamps, in the amount of the Purchase Price as set forth above. Seller's remedy under this Paragraph is hereby subordinated to the rights of the holder of any mortgage or trust deed hereinafter placed upon the Unit and the parking Unit, if any. The transaction shall be closed through a customary deed and money escrow with the title insurer. This Paragraph shall survive the closing and delivery of the deed hereunder.