

Doc#: 0903055020 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds

Cook County Recorder of Deeds

Date: 01/30/2009 11:57 AM Pg: 1 of 4

#### SPECIAL WARRANTY DEED

THIS INDENTURE, mode this 27th day of January 2009, between ONE PLACE CONDOMINIUM LLC, an Illinois limited liability company, 828 South Wabash,, suite 200, Chicago, Illinois 60605, party of the first part, and Louis T. Buth and Christie A. Buth, husband and wife,\*party of the second part, WITNESSETH, that the part of the first part, ONE PLACE CONDOMINIUM LLC, an Illinois limited liability company, for and in consideration of the sum of TEN AND NO/100ths DOLLARS (\$10.00) and good and other valuable consideration in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and pursuant to authority of the Board of Directors of said corporation, by these presents does RE VIJF, RELEASE, ALIEN AND CONVEY unto the party of the second part, and to [his, her, their] heirs and assigns, FOREVEP, all the following described real estate, situated in the County of Cook and State of Illinois, to wit:

See Exhibit "A" attached hereto for legal description Tenany with right of survivishing

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 party of the first part, either in law or equity, of, in and to the below described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as described below, with the appurtenances, unto the party of the second part, its heirs and assigns forever.

Subject to the matters set forth on Exhibit "B" attached hereto.

And the party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the party of the second part, [his, her, 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 incumbered 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 matters set forth on Exhibit "B" attached hereto.

Permanent Real Estate Index Number(s): 17-15-304-054 and 17-15-304-056

Address(es) of Real Estate: Unit 1018, 1 East 8th Street, Chicago, Illinois 60605

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its, the day and year first above written.

ONE PLACE CONDOMINIUM LLC, an Illinois limited liability company

MANHOR

## **UNOFFICIAL COPY**

STATE OF ILLINOIS )
)ss.
COUNTY OF COOK )

City of Chicago Dept. of Revenue 571880 Real Estate Transfer Stamp \$4,247.25

01/29/2009 13:55 Batch 00711 108

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LAND personally known to me to be the Manager of ONE PLACE CONDOMINIUM LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager, he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company,

GIVEN under  $m_f$  hand and official seal this  $\frac{7}{2}$ 

for the uses and purposes therein set forth.

day of

, 2009.

Notary Public

STATE OF ILLINOIS REAL TRA

JAN.30.09

REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE

REAL ESTATE TRANSFER AX

0040450

# FP 103043

OFFICIAL SEAL DIANE J PANOZZO RY PUBLIC - STATE OF ILLINOIS

This Instrument was prepared by:

Michael S. Kurtzon Dykema Gossett PLLC 180 North LaSalle Street Suite 2700 Chicago, Illinois 60601 COOK COUNTY
HEAL ESTATE TRANSACTION TA



JAN.30.09

REVENUE STAD P

REAL ESTATE TRANSFER TAX

0020225

FP 103046

MAIL TO:

Greg Moc Donall

733 Lee Street S

City, State and Zip

SEND SUBSEQUENT TAX BILLS TO:

Louis Buth + Christie Buth

236 Independence Line

Blooming PAR IC 60108

(City, State and Zip)

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### **UNOFFICIAL COPY**

PARCEL 1: UNIT 1018 AND PARKING UNIT P47 IN THE ONE PLACE CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0824931090 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE RIGHT TO THE USE OF STORAGE UNIT 10A, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER

PARCEL 3: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS DEFINED AND SET FORTH IN THE RECIPROCAL EASEMENT AND OPERATING AGREEMENT RECORDED AS DOCUMENT NO. 0624118065, AMENDED BY DOCUMENT NO. 0701222056, INSPECTION EASEMENT RECORDED AS DOCUMENT NO. 0711649067, DECLARATION OF COSTRUCTION AND ACCESS EASEMENTS, COVENANTS AND CONDITIONS RECORDED AS DOCUMENT NO. 0724149034, AND DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AS DOCUMENT NO. 08.24521089, IN COOK COUNTY, ILLINOIS.

"SUBJECT TO DECLARATION OF EASEMENT AND COVENANTS BY GRANTOR RECORDED SEPTEMBER 5, 2008 AS DOCUMENT NO. 0824931089, WHICH IS INCORPORATED HEREIN BY REFERENCE THERETO. GRANT CR GRANTS TO THE GRANTEES, THEIR HEIRS AND ASSIGNS, AS EASEMENTS APPURTENANT TO THE PREMISES HEREBY CONVEYED THE EASEMENTS CREATED BY SAID DECLARATION FOR THE LENFFIT OF THE OWNERS OF THE PARCELS OF REALTY HEREIN DESCRIBED. GRANTOR RESURVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, AS EASEMENTS APPURTENANT TO THE REMAINING PARCELS DESCRIBED IN SAID DECLARATION, THE EASEMENTS THEREBY CREATED FOR THE BENEFIT OF SAID REMAINING PARCELS DESCRIBED IN SAID DECLARATION AND THIS JONVEYANCE IS SUBJECT TO THE SAID EASEMENTS AND THE RIGHT OF THE GRANTOR TO GRANT SAID EASEMENTS IN THE CONVEYANCES AND MORTGAGES OF SAID REMAINING PARCELS OR ANY OF THEM, AND THE PARTIES HERETO, FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS, COVENANT TO BE BOUND BY THE COVENANTS AND AGREEMENTS IN SAID DOCUMENT SET FORTH AS COVENANTS RUNNING WITH THE LAND."

THE DEED TO THE SUBJECT UNIT MUST CONTAIN THE FOLLOWING LANGUAGE: "GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT DESCRIBED THEREIN. THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID UNIT SET FORTH IN THE DECLARATION OF CONDOMINIUM, AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING LAND 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."

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(6710571.PFD/6710571/30)

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### EXHIBIT "B"

- (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 Illinois Condominium Property Act;
- (d) The Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws, the Declaration of Covenants, Conditions, Restrictions and Easements and other Project Documents including all amendments and exhibits thereto;
- (e) Public, private and utility easements,
- (f) Covenants, conditions and restrictions of record;
- (g) Applicable zoning, planned unit development and building laws, ordinances and restrictions;
- (h) Roads and highways, if any;
- (i) Leases and licenses affecting the Congrion Elements;
- (j) Matters over which the Title Insurer is willing to insure;
- (k) Acts done or suffered by the Purchaser;
- (l) Purchaser's mortgage; and
- (m) Memorandum of the Waiver of Implied Warranty of Habitability.