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WARRANTY DEED

1999-11-24 10:32:41

Cook County Recorder

TR Sherman Partners, L.P., an Illinois limited partnership, duly authorized to transact business in the State of Illinois (herein, "Grantor"), with its principal office at 3030 Arbor Lane, Suite 202, Northfield, Illinois EUGENE "GENE" MOORE 60093, for and 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, CONVEYS

COOK COUNTY RECORDER **BRIDGEVIEW OFFICE**



and WARP INTS to Lynn Torbeck and Joyce Torbeck (herein collectively, the "Grantee"), residing at 7812 Kenneth, Skokie, Illinois 60076, husband and wife, as TENANTS BY THE ENTIRETY and not as Joint Tenants with rights of survivorship, nor as Tenants in Common, all the following described Real Estate situated in the County of Cook, State of Illinois, to wit:

PARCEL 1: UNIT NUMBER 304 IN THE 1415 SHERMAN AVENUE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: PORTIONS OF OR ALL OF CERTAIN LOTS IN LAKESIDE SUBDIVISION OF BLOCK 30 IN THE VILLAGE OF EVANSTON IN SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, AND SECTIONS 7, 18 AND 19 TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 99827274; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE RIGHT TO USE PARKING SPACE 1 AND STORAGE SPACE S-1. A LIMITED COMMON ELEMENT AS DESCRIBED IN THE AFOREMENTIONED DECLARATION.

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

Current general real estate taxes, taxes for subsequent rears; the Illinois Condominium Property Act; the Declaration of Condominium Owner ship; 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, provided the same do not impair Grantee's intended use of the Real Estate as a single family condominium residence; easements recorded at any time prior to closing, including any easements established by or implied from the Declaration of Condominium Ownership or amendments thereto, provided the same do not impair Grantee's intended use of the Real Estate as a single family condominium residence; and Grantee's mortgage, if any.

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 1415 Sherman Avenue Condominium Association (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,



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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 beneficiary, and their 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 July 2, 1999 (date of acceptance July 3, 1999), between Grantor and Grantee (the "Real Estate Contract"). The right of repurchase herein reserved by Grantor (i) is hereby subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the Real Estate and (ii) shall expire upon the second anniversary of the date of recording of this deed.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed as of the 19th day of November, 1999.

TR SHERMAN PARTNERS, L.P., an Illinois limited partnership

By: TR Sherman, Inc., an Illinois corporation, its general partner

Attest:

Permanent Index Numbers:

11-18-324-00a 11-18-324-009; 11-18-324-022 and 11-18-324-023 (affects

the Unit and the Common Elements).

Address of Real Estate:

1415 Sherman Avenue, Unit #304, Evanston, Illinois 60201

This instrument was prepared by: Christyl L. Marsh

630 Dundee Road, Suite 120

Northbrook, IL 60062

Upon recording mail to:

Susan Berkun

500 Skokie Blvd., Suite 650

Northbrook, IL 60062

Send subsequent tax bills to:

TR Sherman Partners, L.P. 3030 Arbor Lane, Suite 202

Northfield, IL 60093

State of Illinois

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County of Cook

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 Sherman, Inc., an Illinois corporation, the general partner of TR Sherman Partners, L.P., and Illinois limited partnership, 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 s/he signed, sealed and delivered the said instrument as her/his free and voluntary act for

Given under my hand and official seal, this 19th day of November, 1999.

Commission Expires:

Notary Public

"OFFICIAL SEAL DIANA PIOTROV Notary Public, Class of My Commission Light a C

the uses and purposes therein set forth.

from
TR Sherman Partners, L.P.
to
Lynn Torbeck and Joyce Torbeck

Excerpt of Paragraph 22(b) of Real Estate Agreement

If Purchaser shall institute or initiate legal action against Seller or its general partner at any time within two (2) years subsequent to the Closing, then Seller shall have the option to repurchase the Unit from Purchaser. Seller's right shall be exercised by written notice to Purchaser at any time after Purchaser commences or joins in legal action against Seller, on the following terms: (i) the price shall be the original Purchase Price, excluding 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 its designee, subject only to the permitted exceptions (excluding acts of Purchaser) existing at Closing and any acts of Seller; (iii) closing of the rejurchase 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 original Purchase Price. No adjustment to the original Purchase Price shall be made for the cost of any improvements made by Purchaser to the Unit after the Closing. If Seller notifies Purchaser of its election to repurchase the Unit, then such repurchase shall be closed within thirty (30) days after the giving of Seller's nouce of such election. In the event of Seller's repurchase of the Unit, as provided herein, Purchaser agrees to reconvey the Unit to Seller in the same physical condition as at Closing, except for ordinary werer and tear and improvements or betterments made by Purchaser to the Unit. Seller's 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.

CITY OF EVANSION 006896
Real Estate Transfer Tax
City Clerk's Office
PAID NOV 0 9 1999 Amount \$ 1350 \$ Amount