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**UNOFFICIAL COPY**

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**WARRANTY DEED**

2530/0043 47 002 Page 1 of 4  
1999-11-24 10:32:41  
Cook County Recorder 27.50

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 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  
EUGENE "GENE" MOORE  
BRIDGEVIEW OFFICE**



and WARRANTS to Lynn<sup>D</sup> Torbeck and Joyce<sup>E</sup> 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 years; the Illinois Condominium Property Act; the Declaration of Condominium Ownership; 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,


HP  
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VT HIGGS  
JAN 15 1999  
L. J. WILSON

Property of Cook County Clerk's Office

IBT #  
1174-8184

STATE OF ILLINOIS  
NOV--99  26950  
REAL ESTATE TRANSFER TAX  
DEPARTMENT OF REVENUE 966868

Cook County  
REAL ESTATE TRANSACTION TAX  
NOV--99  134.80  
REVENUE STAMP 963204



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 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 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 notice 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 wear 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 EVANSTON 006896  
Real Estate Transfer Tax  
City Clerk's Office

PAID NOV 09 1999 Amount \$ 1550<sup>00</sup>~~00~~

Agent CMD