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Doc#: 0922247116 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/10/2009 11:19 AM Pg: 1 of 4

MAIL TO:
4397132 (1/2)
JOHN MAYNARD
W62 N248
WASHINGTON AVE
205
CEDARBURG, WI
53012

7-24
GIT

SPECIAL WARRANTY DEED

THIS INDENTURE made this 21st day of July, 2009 between 1549 SHERWIN LLC, an Illinois limited liability company, 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 **PAM ~~██████~~ MAYNARD*** as GRANTEE(S). **A Unmarried Woman*

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 his 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:

LEGAL DESCRIPTION:

UNIT 206 ~~██████~~ TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN WEST SHERWIN PLACE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0734003101 IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX PARCEL IDENTIFICATION NUMBER: 11-29-316-030-1022

COMMONLY KNOWN AS: 1549 WEST SHERWIN AVENUE, UNIT 206 ~~██████~~ ██, CHICAGO, ILLINOIS 60626

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, unto the Grantee, either in law or in equity, of, in and to the above described premises, with the hereditaments 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 dated the 30TH day of NOVEMBER, 2007, and recorded on NOVEMBER, 2007, in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 0734003101, as amended from time to time, 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

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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 grants to Grantor and its successors and assigns, the right to remedy as provided in Paragraphs 15.0 of the Purchase Agreement dated JUNE 8, 2009, between 1549 SHERWIN LLC, and **PAM** ██████████

MAYNARD for the purchase of the real estate (the "Purchase Agreement") the terms of which are set forth on Exhibit A, attached hereto and made a part hereof. The foregoing right of remedy herein reserved by Grantor and granted by Grantee pursuant to Paragraphs 15.0 of 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.

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 GRANTOR WILL WARRANT AND DEFEND the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, subject to the following provided that the same do not interfere with Grantee's use or access of the Dwelling Unit or the Storage Space:

- (a) current non-delinquent real estate taxes and taxes for subsequent years;
- (b) INTENTIONALLY DELETED;
- (c) the Condominium Property Act of the State of Illinois and the Municipal Code of the City of Chicago, including all amendments thereto;
- (d) the Declaration, including all amendments and exhibits attached thereto;
- (e) 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;
- (f) covenants, conditions, agreements, building lines and restrictions of record, including those contained in the Deeds recorded as document numbers _____ and _____ as to use, type and cost of improvements on the Property, none of which having been violated;
- (g) applicable building and zoning laws, statutes, ordinances and restrictions;
- (h) roads and highways, if any;
- (i) leases and licenses affecting Common Elements;
- (j) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of Closing and which the Seller shall so remove at that time by using the funds to be paid upon delivery of this Deed;
- (k) matters over which the Title Company (as hereinafter defined) is willing to insure;
- (l) acts done or suffered by the Grantee or anyone claiming by, through or under Grantee; and
- (m) Grantee's mortgage, if any.

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

1549 SHERWIN LLC

BY: 

SAMOILA DAMISA, SOLE MANAGING MEMBER

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that SAMOILA DAMSA, SOLE MANAGING MEMBER OF 1549 SHERWIN LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, 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 Notarial Seal this 21 day of July, 2009.



[Signature]

Notary Public

THIS INSTRUMENT WAS PREPARED BY:
KLISE & BIEL, LTD. 1478 WEST WEBSTER AVENUE, CHICAGO, ILLINOIS
60614

Send Subsequent Tax Bills To:

PAMELA MAYNARD
1549 WEST SHERWIN AVENUE
UNIT 206
CHICAGO, ILLINOIS 60626

CITY OF CHICAGO

CITY TAX



AUG.-7.09

REAL ESTATE TRANSACTION TAX
DEPARTMENT OF REVENUE

0000006430

**REAL ESTATE
TRANSFER TAX**

0130875

FP 103018

STATE OF ILLINOIS

STATE TAX



AUG.-7.09

REAL ESTATE TRANSACTION TAX
DEPARTMENT OF REVENUE

0000006430

**REAL ESTATE
TRANSFER TAX**

0017450

FP 103014

CITY OF CHICAGO

CITY TAX



AUG.-7.09

REAL ESTATE TRANSACTION TAX
DEPARTMENT OF REVENUE

0000006431

**REAL ESTATE
TRANSFER TAX**

0052350

FP 103018

**COOK COUNTY
REAL ESTATE TRANSACTION TAX**

COUNTY TAX



AUG.-7.09

REVENUE STAMP

0000006430

**REAL ESTATE
TRANSFER TAX**

0008725

FP 103017

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EXHIBIT A

TO SPECIAL WARRANTY DEED DATED 7/21, 2009
CONVEYING UNIT NO. 206 AT
1549 WEST SHERWIN AVENUE, ILLINOIS 60626

15.0 **Remedy.** If any legal action is commenced within ten (10) years after closing by or on behalf of Buyer, its successors or 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, or use, occupancy, construction or operation of the Premises, 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 Buyer, Seller may tender to Buyer One Hundred Five (105%) percent of the original purchase price (plus or minus prorations of current general real estate taxes and/or monthly assessments and other similar proratable items) and Buyer shall tender clear and marketable 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 Premises, possession of the Premises, and a release of all claims against Seller, and this transaction shall then be deemed rescinded. Buyer shall bear the cost of all title insurance, recordings and transfer stamp charges in the amount of the purchase price set forth in this Paragraph. Seller's remedy under the Paragraph is hereby subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the dwelling 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 the delivery of the deed thereunder.