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MAIL TO:

VIDA GOSWAMICHAL
688 N. MILWAUKEE SUITE 30
CHICAGO, IL 60642



Doc#: 0926433007 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/21/2009 08:59 AM Pg: 1 of 5

SPECIAL WARRANTY DEED

THIS INDENTURE made this 16th day of May, 2009 between C/A 23 LLC, an Illinois limited liability company, 106 N. Aberdeen, Suite 100, Chicago, Illinois 60607 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 RINGO LEUNG, as GRANTEE.

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 Grantees, and to their 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:

PARCEL 1:

UNITS 19-3 NORTH AND GPU 3 IN THE C/A 23 CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 9 (EXCEPT THE NORTH 10 FEET THEREOF) AND ALL OF LOTS 10 AND 13 IN BLOCK 49 IN CARPENTERS ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT B TO THE DECLARATION OF CONDOMINIUM RECORDED APRIL 7, 2009 AS DOCUMENT NUMBER 0909722089 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF THE BALCONIES DESIGNATED TO SERVE THE AFORESAID UNIT, LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0909722089.

PIN: 17-08-445-011-0000, 17-08-445-012-0000

COMMON ADDRESS: 15 N. Aberdeen, Chicago, Illinois
19 N. Aberdeen, Chicago, Illinois
23 N. Aberdeen, Chicago, Illinois

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 Grantor, 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 Grantees, its heirs and assigns forever.

Grantor also hereby grants to Grantees, its heirs and assigns, as rights and easements appurtenant to the

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above-described real estate, the rights and easements for the benefit of said real estate set forth in that certain Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for C/A 23 Condominium made April 3, 2009 and recorded on April 7, 2009 in the Office of the Recorder of Cook County, Illinois as Document Number 0909722089 (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 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 Grantees hereby grant to Grantor and its successors and assigns, the right of repurchase as provided in Paragraph 19 and Paragraph 20 of the Purchase Agreement dated April 13, 2009 between C/A 23 LLC, an Illinois limited liability company and RINGO LEUNG 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 repurchase herein reserved by Grantor and granted by Grantees pursuant to Paragraph 19 and Paragraph 20 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. Grantor states that the prior tenant of the Dwelling Unit failed to exercise its right of first refusal.

And the Grantor, for itself, and its successors and assigns, does covenant, promise and agree, to and with Grantees, its 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, it WILL WARRANT AND DEFEND, subject to:

- (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 Act and the Ordinance, 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 (as hereinafter defined) including any easements established by or implied from the Declaration;
- (f) covenants, conditions, agreements, building lines and restrictions of record;
- (g) encroachments of the balconies located mainly on the land onto the public right of way west and adjoining by an undisclosed amount, as shown on plat of survey prepared by Edward J. Molloy dated March 6, 2009;
- (h) Terms, provisions, conditions and limitations of the Urban Renewal Plan known as Project Madison-Racine, a copy of which was recorded March 30, 1977 as document 23868963;
- (i) applicable building and zoning laws, statutes, ordinances and restrictions;
- (j) road and highways, if any;
- (k) leases and licenses affecting Common Elements governed and operated by the Association;
- (l) 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 the Deed;
- (m) matters over which the Title Company (as hereinafter defined) is willing to insure;
- (n) acts done or suffered by the Purchaser or anyone claiming by, through or under Purchaser;
- (o) Purchaser's mortgage; and
- (p) the Seller's right to repurchase the Dwelling Unit, as contained in Paragraph 19 and Paragraph 20 of the Purchase Agreement.

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

[Signatures follow on the next page]

Property of Cook County Clerk's Office

STATE OF ILLINOIS

STATE TAX



SEP. 17.09

REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE


0000010972

REAL ESTATE TRANSFER TAX
00610.00
FP 103024

COOK COUNTY

COUNTY TAX

REAL ESTATE TRANSACTION TAX



SEP. 17.09


REVENUE STAMP

0000009049

REAL ESTATE TRANSFER TAX
00305.00
FP 103022

CITY OF CHICAGO

CITY TAX



SEP. 17.09

REAL ESTATE TRANSACTION TAX
DEPARTMENT OF REVENUE

0000001267


REAL ESTATE TRANSFER TAX
06405.00
FP 103023

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

C/A 23 LLC
an Illinois limited liability company

By: THE BRIXTON GROUP, LTD.,
an Illinois corporation
Its: Manager

By: 

Geoffrey W. Ruttenberg, President

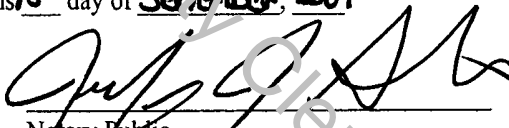
Property of C/A 23 LLC

STATE OF ILLINOIS)
) SS)

COUNTY OF COOK)

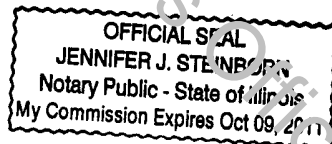
I, JENNIFER J. STEINBORN, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Geoffrey W. Ruttenberg, as President of THE BRIXTON GROUP, LTD., an Illinois corporation, as manager of C/A 23 LLC, an Illinois limited liability company, Grantor, personally known to be the same 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 15th day of SEPTEMBER, 2009



Notary Public

This instrument was prepared by:
Adam Laser, Esq.
55 E. Monroe Street, Suite 3300
Chicago, IL 60603



Send subsequent tax bills to:

RINGO LEUNG
19 N. ABERDEEN #19-3N
CHICAGO IL 60607

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EXHIBIT A

**TO SPECIAL WARRANTY DEED DATED SEPTEMBER 16, 2009
CONVEYING UNIT 19-3 North, GPU 3
15 N. ABERDEEN, CHICAGO, ILLINOIS
19 N. ABERDEEN, CHICAGO, ILLINOIS
23 N. ABERDEEN, CHICAGO, ILLINOIS**

19. RIGHT OF REPURCHASE.

INTENTIONALLY DELETED.

20. REMEDY. Except for actions for breach of warranty and fraud, if any legal action is commenced within five (5) years after Closing by or on behalf of Purchaser, its successors or assigns, against Seller, its agents, servants, or any member or manager of Seller, or any other party affiliated with Seller, for any claim or cause of action arising directly or indirectly from the purchase, or use and occupancy of the Dwelling Unit, then, at the option of Seller, its successors and assigns, within a period of five (5) years from the date of the institution of said action, and upon sixty (60) days prior written notice to Purchaser, Seller, its successors and assigns, may tender to Purchaser the Purchase Price (plus or minus prorations of general real estate taxes, prepaid insurance premiums, monthly assessments and other similar proratable items) adjusted by the cost of all Changes, if any, plus five percent (5%) and plus the cost of any improvements made by Purchaser to the Dwelling Unit after the Closing Date (which costs shall be established by copies of paid bills and canceled checks delivered to Seller) as liquidated damages, for all damages of any kind and nature whatsoever. Purchaser shall tender title to Seller, its successors and assigns, by Special Warranty Deed, good, marketable and insurable title to the Dwelling Unit (subject only to the Permitted Exceptions, excluding acts of Purchaser, existing at Closing and any acts of Seller), a title insurance policy, possession of the Dwelling Unit and a release of all claims against Seller, its successors and assigns, and this transaction shall be deemed rescinded. Closing shall be effected through an escrow similar to the Escrow. Purchaser shall bear the cost of the title insurance in the amount of the purchase price set forth in this Paragraph 20. The costs of the escrow shall be paid by Seller. The Deed to be delivered on the Closing Date hereunder shall contain provisions incorporating the foregoing remedy. Seller's remedy under this Paragraph 20 is hereby subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the Dwelling Unit.

DeKalb County Clerk's Office