SPECIAL WARRANTY DELU (ILLINOIS)

(Limited Liability Company to Individual)

The Grantor, CATALPA PARTNERS, 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, for the consideration of Ten dollars (\$10.00), and other good and valuable considerations in hand paid, REMISES, RELEASES, **ALIENS AND** CONVEYS to: BARRY J. WENGER and STEVEN G. HOOVER, not as tenants in common, but as joint tenants, of 310 Lathrop #404, Forest Parl 1L 60130,



Doc#: 0926812137 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 09/25/2009 01:06 PM Pg: 1 of 3

(Above Space for Recorder's Use Only)

the following described Real Estate situated in the County of Cook in the State of Illinois, to wit: See attached legal description. This Property is not Homestead Property with respect to the Grantor.

14-08-200-034 -0000 /14-08-200-035-0000 Permanent Real Estate Index Numbers:

Address of Real Estate: 1122 W. CATALPA AVE., UNIT ______ 709 and P-224 CHICAGO, ILLINOIS 60640

And, the Grantor does covenant, promise and agree, to and with Grantee, that Grantor has not done or suffered to be done, anything whereby the said premises hereby grarted are, or may be, in any manner encumbered or charged, except as herein recited or as reflected in the public record of the County of Cook; and that Grantor warrants and defends the said premises against all persons lawfully claiming that such encumbrance or charge had been done by the Grantor.

The Clark's Dated this 4th day of September

CATALPA PARTNERS, LLC

CHARLES L. CORNELIUS, JK.

Member of Catalpa Developers, LLC, its Manager

First American Title

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CHARLES L. CORNELIUS, JR., Member of Catalpa Developers, LLC, Manager of Catalpa Partners, LLC, 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 he signed, sealed and daivered the said instrument as his free and voluntary act, and as such Member, as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this

Commission Expires

NOTARY PUBLIC

by:

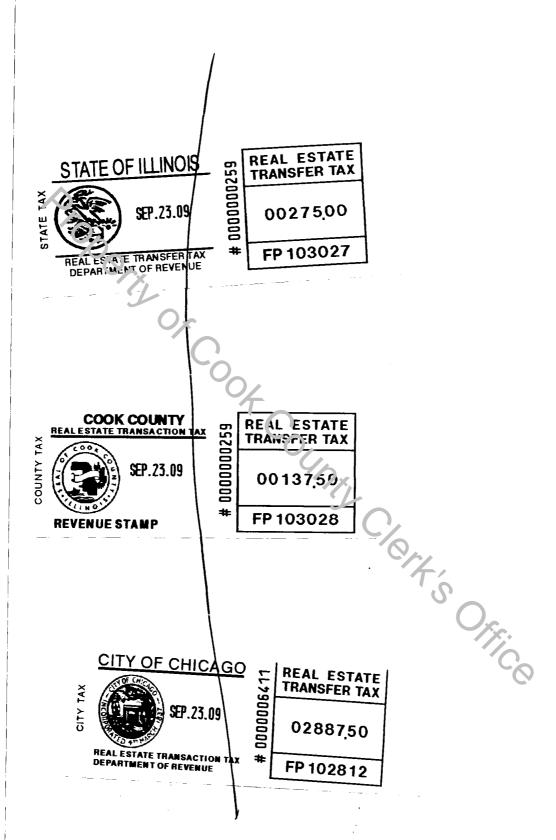
OFFICIAL SEAL GAEL MORRIS

NOTARY PUBLIC - STATE OF ILLINOIS

This instrument was prepared by Gael Morris, Lawrence & Morris, 2835 N. Sheffield, Ste. 232, Chicago IL 60657

SEND SUBSEQUENT TAX BILLS TO:

UNOFFICIAL COPY



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UNOFFICIAL COPY

Legal Description:

Unit 709 and P-224, in Catalpa Gardens Condominiums, as delineated on a plat of survey of the following described tract of land: Lots 13 and 14 in Block 3 in John Lewis Cochran's Subdivision; that part of Lot 13 in Conrad Bristle Subdivision of Lot 17 of Block 3 in John Lewis Cochran's Subdivision aforesaid lying south of the north 46 feet thereof; and the vacated alley lying between said Lots 13 and 14 in Block 3 in John Lewis Cochran's Subdivision and that part of Lot 13 in Conrad Bristle Subdivision of Lot 17 of Block 3 in John Lewis Cochran's Subdivision aforesaid lying south of the north 46 feet thereof, in the west half of the northeast quarter of Section 8, Township 40 north, Range 14 east of the Third Principal Meridian, which plat of survey is attached as Exhibit "D" to the declaration of condominium ownership recorded July 30, 2007, as document 0721103098, as amended from time to time, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.

subject only to the tollowing: (I) non-delinquent real estate taxes; (II) applicable zoning, planned development and building laws and ordinances and other ordinances of record; (III) encroachments onto the Property, if any; (IV) acts done or suffered by Purchaser or anyone claiming by, through or under Purchaser; (V) covenants, conditions, agreements, building lines and restrictions of record or to be recorded prior to Closing; (VI) easements recorded at any time prior to Closing, including any easements established by or implied from the Declaration or amendments thereto and any easements provided for in any plat of subdivision of the Project which may hereafter be recorded; (VII) terms, conditions, and restrictions of the Declaration; (VIII) roads or highways, if any; (IX) Purchaser's mortgage, if any; (X) limitations and conditions imposed by the Condominium Property Act of the State of Illinois ("Act"); and (XI) liens, encroachments and other matters over which the title company (hereinafter defined) is willing to insure at Seller's expense.

GRANTOR ALSO HEREBY GRANTS TO THE CRANTEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT DESCRIBED HEREIN, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID UNIT SELFORTH IN THE DECLARATION OF CONDOMINIUM; AND GRANTOR RESERVES TO ITSELF, ITS SUCCESS ORS 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, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE ATE. PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

THERE WAS NO TENANT IN THE UNIT.