# UNOFFICIAL COPY

After Recording Return To:

HOPKINS : ASSOC. P.C.
161 N. Clark ste 4700
Chicago, IL 60601

Prepared by:

Joseph S. Farrell, Esq. 3728 North Southport Chicago, Illinois 60613

Property Commor Address:

1134 West Granville Unit 820 and P-397 Chicago, Illinois 60660 Doc#: 0934831030 Fee: \$44.00

Eugene "Gene" Moore

Cook County Recorder of Deeds
Date: 12/14/2009 11:34 AM Pg: 1 of 5

**บาน เฮยฮยยพ** 

Doc#: 0933535111 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 12/01/2009 12:12 PM Pg: 1 of 4

5 99213 /5 SPECIAL WARRANTY DEED

The Grantor, Broadville Condomicioms, LLC, an Illinois limited liability company, as successor by merger to Broadville Retail, LLC, an Illinois limited liability company, whose address is 3728 North Southport, Chicago, Illinois 60613, for and in consideration of TEN DOLLARS in hand paid, conveys and transfers to Grantee, VENECA ELDER, whose address is 1134 W. Granville, Unit 820, Chicago, IL 60660, any and all cries right, title and interest in the real estate situated in the County of Cook, State of Illinois which is legally described as follows:

See Exhibit A attached hereto

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, but subject to the exceptions and provisions set forth on Exhibit A.

Dated: October <u>23</u>, 2009

Broadville Condominiums, LLC

STEWART TITLE COMPANY 2055 W. Army Trail Road, Suite 110 Addison, IL 60101 630-889-4000

ts: Manage

\* Re-recording to add Page

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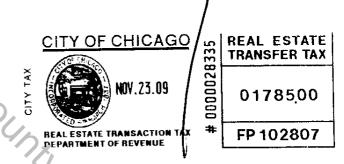
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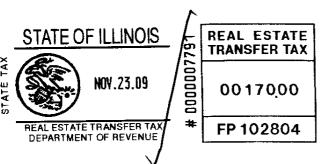
STATE OF ILLINOIS COUNTY OF COOK	) ) SS )	OFFICIAL SEAL JOSEPH FARRELL NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 10/15/12
personally known to me to b	be the Manager of Gra e me this day in perso free and voluntary ac	aty and State, hereby certifies that William J. Platter and whose name is subscribed to the foregoing on, and acknowledged that he signed and delivered to the behalf of Grantor, for the uses and purpose of all homestead rights.

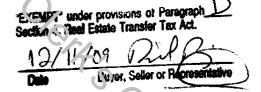
Give under my hand and seal on Oct

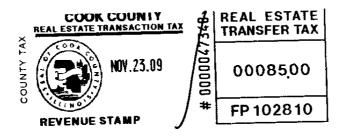
Send Future Tax Bills To:

Venera Elder 1134 W. Granville unit 821









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#### EXHIBIT A

UNIT 820 AND P-397 AND THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACE S-359, A LIMITED COMMON ELEMENT, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE GRANVILLE CONDOMINIUMS, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 0831945102, AND AS AMENDED FROM TIME TO TIME IN THE EAST FRACTIONAL HALF OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

GRANTOR ALSO GRANTS TO GRANTEE, ITS SUCCESSOR AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT DESCRIBED HEREIN, THE RIGHTS AND FASEMENTS FOR THE BENEFIT OF SAID UNIT SET FORTH IN THE DECLARATION OF CONDOMINIUM; 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, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

THERE WAS NO TENANT OF THIS UNIT, AS THIS IS A NEW CONSTRUCTION WAN OLD CLOTHE CONTRICTOR CONDOMINIUM, AND THEREFORE THERE WAS NO RIGHT OF FIRST REFUSAL.

#### **P.I.N.(s)**:

Parcel 1: Parcels 2 and 3: Parcels 4 and 5: Parcels 6, 7 and 8: Parcel 9: Parcel 10: Parcel 11:	14-05-204-011 14-05-204-009 14-05-204-010 14-05-204-008 14-05-204-012 14-05-204-013 14-05-204-014
Parcel 11:	14-05-204-014
Parcel 12:	14-05-204-007

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#### SUBJECT TO:

- general real estate taxes not due and payable at the time of closing; (1)
- the Illinois Condominium Property Act; (2)
- the provisions, conditions, covenants, restrictions, options, assessments, and easements created by the Declaration of Condominium recorded on November 14, (3) 2008 as document no. 0831945102 and any amendments thereto.
- the covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions, Restrictions and Easements recorded as document no. 0831210044 and (4) any amendments thereto, relating to, among other things: easements, the association, Structural support, building services, compliance with laws, taxes, insurance, maintenance and repair, liens, etc., arbitration, condemnation, antennae and zoning.
- applicable zoning and building laws and ordinances;
- coverants, conditions, easements, encroachments and restrictions of record; (5) (6)
- acts done or suffered by Purchaser or anyone claiming by, through or under (7) Purchaser; and
- ay, w. utility easements, if any, whether recorded or unrecorded. (8)

#### Federal Home Loan Bank of Cincinnati Retention Language for projects that receive Welcome Home funds.

The language below should be inserted into the Warranty Deed or as a Restrictive Covenant to the Warranty Deed. If it is attached to the Warranty Deed as an addendum or attachment, the Warranty Deed must reference the addendum or attachment.

Borrower(s), their successors, heirs and assigns for and in consideration of receiving direct subsidy funds from the Federal Home Loan Bank of Cincinnati's Affordable Housing Program, must maintain expression and reside in this property as their primary residence for a period of five (5) years (Retention Period) from the date of the recording of this deed.

- (i) The Federal Force Loan Bank of Cincinnati, whose mailing address is P.O. Box 598; Cincinnati, OH 45201-0598, is to be given notice of any sale, refinancing, foreclosure, or change in ownersh p of the unit occurring prior to the end of the Retention Period.
- (ii) In the case of a sale or refinancing prior to the end of the Retention Period, an amount equal to a pro rata share or the AHP Subsidy that financed the purchase, construction, or rehabilitation of the unit, reduced for every year the seller owned the unit, shall be repaid to The Federal Home Loan Bank of Cincinnati from any net gain realized upon the sale or refinancing of the unit; unless:
  - (A) The unit was assisted with a pernament mortgage loan funded by an AHP advance:
  - (B) The purchaser is a very low- or low- or movierate-income household as defined in the applicable Federal Housing Finance Agency regulations for the AHP (in which case the retention period ends with the conveyance to such purchaser), or
  - (C) Following a refinancing, the unit continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism, incorporating the requirements of clauses (i), (ii), and (iii) contained herein.
- (iii) The obligation to repay Subsidy to the Bank shall terminate after any lore losure.