

# UNOFFICIAL COPY

## WARRANTY DEED

8479794



ILLINOIS STATUTORY  
(Limited Liability Company to Individual)

MAIL TO:

Colleen Doherty  
100 S. Emerson Unit 503  
Mount Prospect IL 60056.

Doc#: 1002205065 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/22/2010 10:44 AM Pg: 1 of 4

P/C

### NAME & ADDRESS OF TAXPAYER:

Colleen Doherty  
100 S. Emerson, Unit 503  
Mount Prospect IL 60056

RECORDER'S STAMP

THE GRANTOR, **NORWOOD EMERSON LLC**, a 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 and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid and receipt whereof is hereby acknowledged, and pursuant to authority given by the Members of said Company, CONVEYS and WARRANTS to

**COLLEEN DOHERTY,**  
of 12332 70<sup>th</sup> AVENUE, PALOS HEIGHTS, IL 60463, AS SOLE TENANT

the following real estate in the Village of Mount Prospect, Cook County, State of Illinois, to wit:

**Unit E-503, Unit EP-36L, EP-36U, and Unit ES-36,** in The Lofts at Village Centre, a Condominium, as delineated on a Survey of the following described Real Estate: Lot 1 in Village Centre Phase 1-B, being a Resubdivision of the Northwest Quarter of Section 12, Township 41 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof Recorded in Cook County, Illinois on December 6, 2001 as Document No. 0011155055, and Lot 1 in Village Centre Phase 1-C, being a Resubdivision of part of the Northwest Quarter of Section 12, Township 41 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof Recorded in Cook County, Illinois on September 25, 2006 as Document No. 0626817174, which Survey is attached as Exhibit "C" to the Declaration of Condominium Recorded in Cook County, Illinois as Document Number 0021438162 as amended from time to time, together with the percentage interest of each such Unit in the Common Elements;

Grantor also hereby grants to the Grantee, its 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 aforesaid, 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 herein.

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.


This Deed is also subject to: real estate taxes not yet due and payable; the Illinois Condominium Property Act; the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for The Lofts at Village Centre Condominium Association and all amendments thereto,

**BOX 333-CT**

4  
J


# UNOFFICIAL COPY

Property of Cook County Clerk's Office

STATE OF ILLINOIS  
  
 JAN. 20. 10  
 REAL ESTATE TRANSFER TAX  
 DEPARTMENT OF REVENUE

# 0000059208

REAL ESTATE TRANSFER TAX
00187.00
FP 103032

COOK COUNTY  
 REAL ESTATE TRANSACTION TAX  
  
 JAN. 20. 10  
 REVENUE STAMP

# 0000059373

REAL ESTATE TRANSFER TAX
00093.50
FP 103034

# UNOFFICIAL COPY

and condominium assessments and special assessments due and payable after the Closing Date; covenants, conditions and restrictions and building lines of record; easements, covenants, conditions and restrictions existing or of record; and special taxes or assessments for improvements not yet completed and drainage district or other assessments or installments thereof not due as of the Closing Date. Grantor further reserves to itself and its successors and assigns, and Grantee hereby grants to Grantor and its successors and assigns, the right to repair as provided in paragraph 18(d) of the Purchase Contract dated as having a "Date Hereof" of **June 24, 2009** between Grantor as Seller and **Grantee(s)** as Buyer, and attached hereto as Exhibit A, for the purchase of the real estate described herein. The foregoing right of repurchase is hereby subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the real estate described herein.

Permanent Real Estate Index Number(s): **08-12-108-046-1191, -1216, -1237 and -1319**

Address of Real Estate: **100 S. Emerson, Mount Prospect, IL 60056**

In Witness Whereof, said Grantor has caused its name to be signed to these presents this **17th** day of **November, 2009**.

**NORWOOD EMERSON LLC, an Illinois limited liability Company**

**By: Norwood Construction, Inc., an Illinois corporation, Company Manager**

By: *Susan J. Smith*

STATE OF ILLINOIS    )  
  ) SS.  
COUNTY OF COOK     )

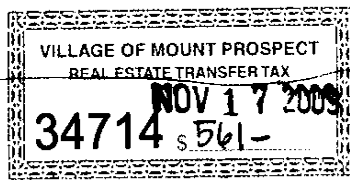
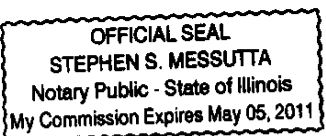
I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that *Susan J. Smith*, personally known to me to be the *Vice* **President** of Norwood Construction, Inc., an Illinois Corporation, the Manager of Norwood Emerson LLC, an Illinois limited liability Company, and 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 as such, signed and delivered the said instrument pursuant to authority given by the Board of directors of said Corporation, as free and voluntary act, and as the free and voluntary act and deed of said corporation on behalf of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this *17<sup>th</sup>* day of *November*, *2009*.

*[Signature]*

Notary Public

Seal:



**VILLAGE OF MOUNT PROSPECT  
TRANSFER STAMP**

**UNOFFICIAL COPY****EXHIBIT A TO WARRANTY DEED for THE EMERSON at Village Centre****100 S. Emerson Street, Mount Prospect, IL 60056**

All defined terms herein shall have their meaning assigned to them in the Purchase Contract.

**Section 18(d) Right to Repair.** In further consideration of this Contract, Seller reserves to itself, and its successors and assigns, the right to repair or replace any alleged defect or deficiency in the construction of the Common Elements of the Condominium Association ("Association") or, at Seller's sole option, to pay the Association the reasonable cost of repairing or replacing any actual defect or deficiency. For the purposes of this Section 18(d), the term "Common Elements" also shall include Limited Common Elements.

In the event Buyer or the Association asserts any alleged defect or deficiency in construction of the Common Elements, whether or not the same may be a claim under the express Limited Warranty made by Seller under this Contract, Buyer hereby confers upon Seller the right to inspect and, if appropriate, to cause work to be performed to address any alleged assertion of defect or deficiency, utilizing such means and methods as Seller determines in its sole discretion. Seller shall have the right of entry and access to the Common Elements at all reasonable times to do so, and without interference by Buyer, Association or any third parties acting on behalf of Buyer or the Association with respect to the Common Elements (such as but not limited to attorneys, architects, engineers or consultants). Seller's failure or refusal to agree that any remedial work is appropriate and/or to cause any such work to be performed shall not be deemed to be an admission of any alleged defect or deficiency in construction of the Common Elements.

Seller's rights under this Section 18(d) shall be exercised as follows:

(i) Buyer or Association shall give Seller written notice of any alleged claims of defective and deficient construction in the Common Elements ("Notice").

(ii) Unless otherwise provided by law or agreed to by the parties, in the event Seller does not request from the Association an inspection of the Common Elements within thirty (30) days after Notice, Seller shall have not less than thirty-five (35) days and not more than ninety (90) days after receipt of Notice to cure (or, in the case of any of the alleged defects or deficiencies that reasonably require a longer period of time to cure or are inappropriate to be cured due to time of year), to commence and thereafter diligently pursue to completion the cure of) the alleged defects or deficiencies as provided herein or to otherwise respond to the Association in the event the Seller determines that no defect or deficiency has occurred and/or exists (the "Initial Cure Period"). Within the Initial Cure Period, Seller shall advise Buyer and/or Association in writing (u) offering to settle the claims by making monetary payment, having work performed, or a combination of both, without inspection, or (v) proposing to inspect the Common Elements subject of the claims. If Seller requests an inspection of the Common Elements, then Buyer or the Association must provide prompt and reasonable access to the Common Elements subject of the claims. Seller shall have up to sixty (60) days after completion of the inspection to (w) make an offer to perform work addressing the claims, (x) make an offer to settle the claim by monetary payment, (y) make an offer to make some combination of work and monetary payment, or (z) submit a written statement of rejection to proceed further as to all or some of the claims, along with Seller's reasons for any such rejection ("Extended Cure Period"). Seller shall complete its inspections within thirty (30) days after gaining access to do so. It shall be unreasonable for Buyer and the Association to require Seller to provide any assurances to the Association other than reasonably adequate liability insurance to be allowed inspection by any commercially reasonable means.

(iii) If Buyer or the Association rejects Seller's offer(s), if any, or receive Seller's statement of rejection as to any of the claims, or if Seller fails to respond in a timely manner, then all of Seller's offer(s), if any, shall be deemed rescinded and Buyer or Association may take any action otherwise available at law. However, if a court of tribunal of competent jurisdiction should determine that Buyer or the Association rejected any reasonable offers, then Buyer or Association shall be barred from recovering any amounts in excess of the lesser of (x) the fair market value or actual amount of the offer of settlement, (y) the actual cost of repairs made to proven defects and deficiencies, and (z) a diminution in the fair market value of the Common Elements resulting from proven defects and deficiencies. In no event shall Buyer or the Association be entitled to recover any damages for so-called "preventative" or "deferred maintenance" work.

(iv) If Buyer or the Association shall file a lawsuit or other legal action in respect to the claims, no additional claims may be added without affording Seller the rights contained in the foregoing subparagraphs (i), (ii) and (iii), during which time any such lawsuit or other legal action shall be held in moratorium.

(v) The Buyer or the Association shall have no right to bring any action against the Seller until the expiration of the Initial or Extended Cure Period, whichever is applicable. The Initial or Extended Cure Periods shall be extended by any period of time that the Buyer and/or Association refuses to allow Seller to perform inspections, perform tests and/or perform repair or replacement work as provided in Section 18(d). Seller shall have the right, but not the obligation to take action during the Initial or Extended Cure Periods and/or respond to the Notice received from the Buyer or Association.

(vi) The Seller, in its sole discretion, may include any sub-contractors and/or suppliers in any inspections and/or repairs to the Common Elements.

(vii) The provisions of this Section 18(d) shall survive Closing and delivery of the Deed Of Conveyance of Unit Ownership.