

UNOFFICIAL COPY

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 12th day of April, 2010, between 1471 N. WICKER PARK BLVD., LLC, a limited liability company created and existing under and by virtue of the laws of the State of Delaware and duly authorized to transact business in the State of Illinois, party of the first part, and



Doc#: 1011911047 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/29/2010 11:32 AM Pg: 1 of 3

MICHAEL P. O'BRIEN, party of the second part,

WITNESSETH, that the party of the first part, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other valuable consideration in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and pursuant to authority of the Manager of said limited liability company, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the party of the second part, and to their heirs and assigns, FOREVER, all the following described real estate, situated in the County of Cook and State of Illinois known and described as follows, to wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

THE TENANT OF THIS UNIT HAS WAIVED OR HAS FAILED TO EXERCISE THE RIGHT OF FIRST REFUSAL.

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 set forth in said Declaration 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 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.

And the party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the party of the second part, 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 it **WILL WARRANT AND DEFEND**, the said premises against all persons lawfully claiming, or to claim same, by through or under it, subject to: (1) general real estate taxes not due and payable at the time of Closing; (2) applicable zoning and building laws and building line restrictions, and ordinances provided none are violated by existing or planned improvements or prohibit or interfere with Purchaser's use and enjoyment of the Unit as a single family condominium residence or prohibit Purchaser's use of the Unit for the purposes permitted by the Declaration; (3) acts done or suffered by Purchaser or anyone claiming by, through or under Purchaser; (4) streets and highways, if any provided none are violated by existing or planned improvements or prohibit or interfere with Purchaser's use and enjoyment of the Unit as a single family condominium residence or prohibit Purchaser's use of the Unit for the purposes permitted by the Declaration; (5) party wall rights and agreements, if any, provided none are violated by existing or planned improvements or prohibit or interfere with Purchaser's use and enjoyment of the Unit for the purposes permitted by the Declaration; (6) encroachments (provided such do not materially adversely affect the intended use of the Unit); (7) covenants, conditions, restrictions, easements, permits and agreements or record, including the Declaration, as amended from time to time provided none are violated by existing or planned improvements or prohibit or interfere with Purchaser's use and enjoyment of the Unit as a single family condominium residence or prohibit Purchaser's use of the Unit for the purposes permitted by the Declaration; (8) the Condominium Property Act of Illinois (the "Act") provided none are violated by existing or planned improvements or prohibit or interfere with Purchaser's use and enjoyment of the Unit as a single family condominium residence or prohibit Purchaser's use of the Unit for the purposes permitted by the Declaration; (9) liens and other matters of title over which the Title Insurer is willing to insure without cost to Purchaser; (10) installments due after closing for assessments levied pursuant to the Declaration; and (11) leases and licenses affecting the common area.

Box 400-CTCC

048911817-Da-Tms (info)


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Permanent Real Estate Index Numbers: 17-06-200-018-0000
Address of real estate: 1515 N. Milwaukee, Unit 2, Chicago, Illinois 60622

IN WITNESS WHEREOF, said party of the first part has caused its name to be signed to these presents as of the day and year first above written.

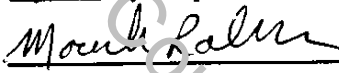
1471 N. WICKER PARK BLVD., LLC,
a Delaware limited liability company

By: 
Name: Stephen J. Livaditis
Its: Manager

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Stephen J. Livaditis, the Manager of 1471 N. WICKER PARK BLVD., LLC who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager of said limited liability company, 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 limited liability company for the uses and purposes therein set forth.

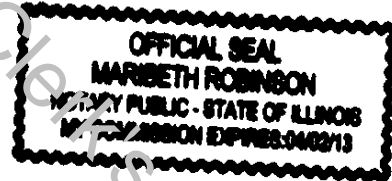
GIVEN under my hand and notarial seal this 12 day of April, 2010.


Notary Public

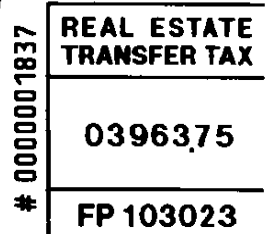
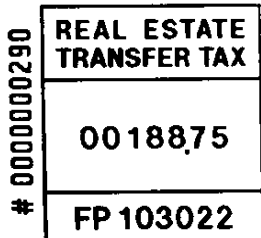
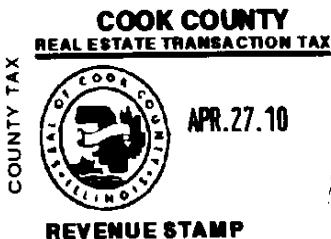
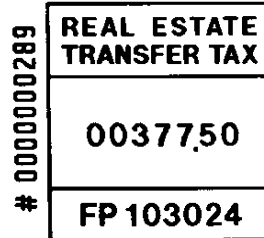
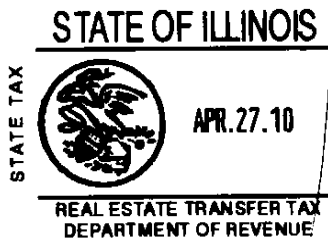
After Recording Mail To:

Send Subsequent Tax Bills To:

Michael P. O'Brien
1515 N. Milwaukee, Unit 2
Chicago, Illinois 60622



This instrument was prepared by:
Steven L. DeGraff
Much Shelist Denenberg
Ament & Rubenstein, P.C.
191 N. Wacker Drive, Suite 1800
Chicago, Illinois 60606



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EXHIBIT "A" LEGAL DESCRIPTION

Parcel 1:

UNIT 2 IN THE 1515 NORTH MILWAUKEE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 33 IN BLOCK 3 IN PICKET'S SECOND ADDITION TO CHICAGO BEING A SUBDIVISION OF LOT 4 IN ASSESSOR'S DIVISION OF PART OF THE NORTH ½ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM:

THE COMMERCIAL SUITE, THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN A CERTAIN HORIZONTAL PLANE LOCATED 15.82 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 28.29 FEET ABOVE CHICAGO CITY DATUM, LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT LOT 33 IN BLOCK 3 IN PICKET'S SECOND ADDITION TO CHICAGO BEING A SUBDIVISION OF LOT 4 IN ASSESSOR'S DIVISION OF PART OF THE NORTH ½ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 33 BEING A POINT ON THE EASTERLY LINE OF NORTH MILWAUKEE AVENUE, THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 33, A DISTANCE OF 8.52 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE MAKING AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS MEASURED CLOCKWISE, SOUTHWESTERLY TO NORTHWESTERLY FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 0.86 FEET TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACES OF TWO WALLS OF THE FOUR STORY BRICK BUILDING COMMONLY KNOWN AS 1515 NORTH MILWAUKEE AVENUE IN CHICAGO, BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

THENCE ALONG THE INTERIOR FACES OF THE WALLS OF THE ENCLOSED SPACE DESCRIBED HEREIN, THE FOLLOWING COURSES AND DISTANCES; ALL AT RIGHT ANGLES TO EACH OTHER UNLESS NOTED OTHERWISE NORTHWESTERLY, A DISTANCE OF 1.14 FEET; SOUTHWESTERLY, A DISTANCE OF 0.75 FEET; NORTHWESTERLY, A DISTANCE OF 16.22 FEET; NORTHEASTERLY, A DISTANCE OF 1.00 FEET; NORTHWESTERLY, A DISTANCE OF 0.95 FEET; NORTHEASTERLY, A DISTANCE OF 3.63 FEET; SOUTHEASTERLY, A DISTANCE OF 1.62 FEET; NORTHEASTERLY, A DISTANCE OF 5.31 FEET; NORTHWESTERLY, A DISTANCE OF 1.62 FEET; NORTHEASTERLY, A DISTANCE OF 3.37 FEET; SOUTHEASTERLY, A DISTANCE OF 3.55 FEET; NORTHEASTERLY, A DISTANCE OF 27.07 FEET; NORTHWESTERLY, A DISTANCE OF 3.55 FEET; NORTHEASTERLY, A DISTANCE OF 9.11 FEET; SOUTHEASTERLY, A DISTANCE OF 1.55 FEET; NORTHEASTERLY, A DISTANCE OF 1.47 FEET; NORTHWESTERLY, A DISTANCE OF 1.57 FEET; NORTHEASTERLY, A DISTANCE OF 4.66 FEET; SOUTHEASTERLY, A DISTANCE OF 7.67 FEET; NORTHEASTERLY, A DISTANCE OF 7.23 FEET; SOUTHEASTERLY, A DISTANCE OF 10.52 FEET; SOUTHWESTERLY, A DISTANCE OF 25.74 FEET; NORTHWESTERLY, A DISTANCE OF 1.28 FEET; SOUTHWESTERLY, A DISTANCE OF 2.90 FEET; SOUTHEASTERLY, A DISTANCE OF 1.24 FEET; SOUTHWESTERLY, A DISTANCE OF 33.46 FEET TO THE POINT OF BEGINNING.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED ON APRIL 26, 2010 AS DOCUMENT NUMBER 1011644076 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

Parcel 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P-1, A LIMITED COMMON ELEMENT AS DELINEATED ON THE PLAT OF SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 1011644076.