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THIS DOCUMENT WAS PREPARED BY :

Jeremy Reis, Esq.
BELGRAVIA GROUP, LTD.
833 N. Orleans Street, Suite 400
Chicago, IL 60610
Notary Public employed by law firm of Ruttenberg &
Ruttenberg



AFTER RECORDING MUST BE RETURNED TO:

Enrique and Elvia Torres
612 W. 16th Street
Chicago IL 60616

Doc#: 1014040068 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/20/2010 11:31 AM Pg: 1 of 6

RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

THIS INDENTURE made this 30th day of April, 2010 between 16TH & UNION LLC, an Illinois limited liability company, 833 North Orleans Street, Suite 400, Chicago, IL 60610, 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 Enrique Torres and Elvia M. Torres, husband and wife as tenants by the entirety, not as joint tenants or as tenants in common but as tenants by the entirety forever, of 1631 W. 18th Street, Unit 3A Chicago, IL 60608, 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 Grantee, and to its 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:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

TAX PARCEL IDENTIFICATION NUMBER: 17-21-132-034-0000 (AFFECTS SUBJECT PROPERTY)

COMMON ADDRESS: 612 W. 16th Street (TH-23), Chicago, Illinois 60616

Capitalized terms not defined herein shall have the meanings ascribed to them in the Townhome Purchase Agreement between Grantor and Grantee.

Together with all and singular the hereditament 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, unto the Grantee, either in law or in equity, of, in and to the above described premises, with the hereditament and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the Grantee, its heirs and assigns forever.

Grantor also hereby grants to Grantee, his, her or their heirs and assigns, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said real estate set forth in that certain Declaration of Covenants, Conditions, Restrictions, Easements and By-Laws for Union Row Homeowners Association recorded May 15, 2008 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 0813645040, and re-recorded on July 15, 2008 as document number 0819709044, and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in

Near North National Title
222 N. LaSalle
Chicago, IL 60601

C. J.
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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 Grantee hereby grants to Grantor and its successors and assigns, the right to remedy as provided in Paragraph 20 of the Townhome Purchase Agreement dated February 22, 2010, between 16TH & Union LLC, an Illinois limited liability company, and Enrique Torres and Elvia M. Torres for the purchase of the real estate (the "Purchase Agreement") the terms of which are set forth on Exhibit B, attached hereto and made a part hereof. The foregoing right of remedy herein reserved by Grantor and granted by Grantee pursuant to 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.

And the Grantor, for itself, and its successors and assigns, does covenant, promise and agree, to and with Grantee, his, her or 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 the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, WILL WARRANT AND DEFEND, subject to:

- (i) current non-delinquent real estate taxes and taxes for subsequent years;
- (ii) special taxes or assessments for improvements not yet completed and other assessments or installments thereof not due and payable at the time of Closing;
- (iii) the Declaration, including all amendments and exhibits attached thereto;
- (iv) public, private and utility easements including shared ingress and egress easements with neighboring parcels recorded at any time prior to Closing and any easements recorded at any time which are established or permitted by or implied from the Declaration;
- (v) covenants, conditions, restrictions and easements of record;
- (vi) applicable building and zoning laws, statutes, ordinances and restrictions;
- (vii) road and highways, if any;
- (viii) leases and licenses affecting Common Area;
- (ix) matters set forth in the Plat of Subdivision for the Project dated April 21, 2008 as Order No. 2008-10637-001 and recorded May 7, 2008 as Document No. 0812822058;
- (x) Declaration of Covenants, Conditions, Restrictions, Easements and By-Laws for Union Row Homeowners Association recorded May 15, 2008, as document number 0813645040, and re-recorded on July 15, 2008 as document number 0819709044, and the terms and provisions contained therein;
- (i) Plat of Survey by Gremley & Biedermann dated February 16, 2010 as Order No. 2008-10729-023;
- (ii) 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;
- (iii) matters over which the Title Company (as hereinafter defined) is willing to insure;
- (iv) acts done or suffered by the Purchaser or anyone claiming by, through or under Purchaser;
- (v) Purchaser's mortgage, if any;

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- (xvi) Easements reserved in the quitclaim deed recorded October 17, 2000 as document 00812187 in favor of the Burlington Northern and Santa Fe Railway Company, and its/their respective successors and assigns, as follows:

(A) for roadway and utility and repair and replacement of retaining wall and the provisions relating thereto, affecting the North 15 feet of the land;

(B) for the construction, maintenance and operation of one or more pipelines or fiber optic lines and any and all communications facilities as presently located or may be located in the future on the Northerly 15 feet of the land;

(C) Necessary right of way, to be determined by grantor, for the continued maintenance, operation and use of all existing driveways, roads, utilities, tracks, wires and easements of any kind whatsoever on the property whether owned, operated, used or maintained by the grantor, grantor's licensees or other third parties and whether or not of record, for the installation, construction and situation of facilities along existing utility and roadway paths necessary to or beneficial for the operation of grantor's railroad, with reasonable right of enter;

Note: Affects Lots B-3, D-4, D-11, D-12 and D-19 and Common Areas.

- (xvii) Terms and conditions contained in Quitclaim Deed from the Burlington Northern and Santa Fe Railway Company to UIR Supply, Inc. dated March 27, 2000 and recorded October 17, 2000 as document number 00812187;
- (xviii) Reservation of all coal, oil, gas, casing head gas and all ores and minerals of every kind and nature, and all water underlying the surface of the land, except with no right of entry onto the surface, or above a depth of 500 feet below the surface of the land, as reserved by the Burlington Northern and Santa Fe Railway Company, a Delaware corporation, in Deed recorded October 6, 1999 as document number 99946687;
- (xix) Non-exclusive easement to operate, maintain, reconstruct and modify any and all fiber optic lines, communication lines used by Grantor, and facilities related to such fiber optic lines of communication lines, in the location where such lines or facilities exist on the date of deliver of this deed, including related rights of ingress and egress, as necessary across the land for the sole purpose of operating, maintaining and, as necessary, reconstructing such lines in the same location as they exist on January 30, 1998, as reserved by the Burlington Northern and Santa Fe Railway Company, a Delaware corporation, in the Deed recorded October 6, 1999 as document number 99946687;

Note: Encroachment Endorsement No. 2 approved for owner's and loan policies.

- (xx) Encroachment of Stair Tower ST-5 over and onto possible easement rights in said vacated Jefferson Street for maintenance therein of poles, conduits, sewers and other facilities, as disclosed by the survey prepared by Gremley & Biedermann, last revised June 9, 2006, Order no. 2006-05596-001;

Note: Affects Parcel 2.

Note: Encroachment Endorsement No. 2 approved for owner's and loan policies; and

- (xxi) Terms, provisions, reservations and restrictions, contained in the Special Warranty Deed dated April 30, 2010, made by and between 16TH & Union LLC, an Illinois limited liability company and Enrique Torres and Elvia M. Torres.

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

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

SELLER:

16TH & UNION LLC, an Illinois limited liability company

By: **BELGRAVIA GROUP, LTD.**, an Illinois corporation,
its manager

By: _____

Zev Salomon, Vice President

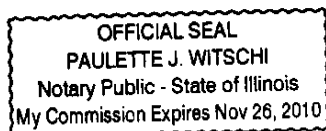
STATE OF ILLINOIS)

COUNTY OF COOK)

) SS.

The undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Zev Salomon, Vice President, of Belgravia Group, Ltd., an Illinois corporation, the manager of 16TH & UNION LLC, an Illinois limited liability company, the 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 official seal, April 30, 2010.



Paulette J. Witschi
Notary Public

SEND SUBSEQUENT TAX BILLS TO:

Enrique and Elvia Torres
612 W. 16th Street
Chicago IL 60614

UNOFFICIAL COPY**EXHIBIT A****- LEGAL DESCRIPTION -****Parcel 1:**

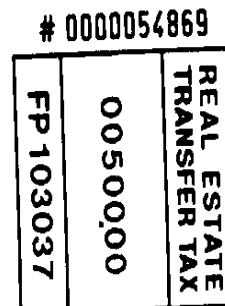
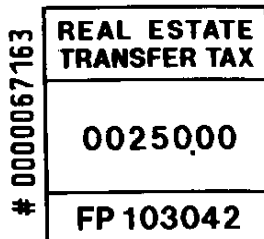
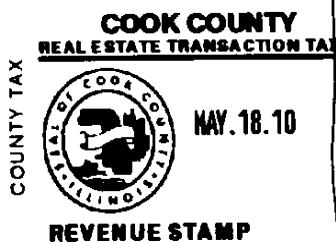
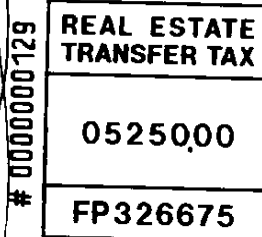
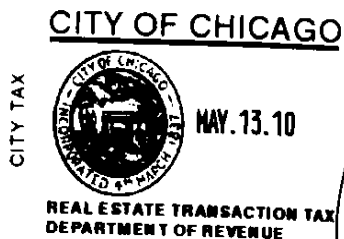
Lot TH-23 in Union Row Subdivision, being a resubdivision in the Northwest Quarter of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, as disclosed by the plat of subdivision recorded May 7, 2008 as document number 0812822058.

Parcel 2:

Easements for the benefit of Parcel 1 as created by Declaration of Covenants, Conditions, Restrictions, Easements and By-Laws for Union Row Homeowners Association recorded May 15, 2008 as document number 0813645040, and re-recorded on July 15, 2008 as document number 0819709044, for support, party walls, certain encroachments and access, as more fully described therein and according to the terms set forth therein.

COMMONLY KNOWN AS: 612 W. 16TH STREET (TH-23), CHICAGO, IL 60616

PARCEL IDENTIFICATION NUMBERS: 17-21-132-034-0000 (AFFECTS SUBJECT PROPERTY)



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EXHIBIT B

- RIGHT OF REPURCHASE AND REMEDY -

TO SPECIAL WARRANTY DEED
Dated April 30, 2010, conveying
612 W. 16th Street (TH-23), Chicago, Illinois

*All defined terms herein shall have their meaning assigned to them in the
Townhome Purchase Agreement*

20. REMEDY. Except for actions for breach of warranty and fraud, if any legal action is commenced within ten (10) years after Closing by or on behalf of Purchasers, its successors or assigns, against Seller, its agents, servants, or any shareholder or partner (general or limited) 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 Purchasers, Seller, its successors and assigns, may tender to Purchasers 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 Purchasers 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. Purchasers 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 Purchasers, 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 affected through an escrow similar to the Escrow. Purchasers 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.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, the restriction and remedy contained in this Exhibit B to this Special Warranty Deed will be extinguished and of no further force and effect upon conveyance of the Property by Grantee to a bona fide third party purchaser.