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THIS DOCUMENT WAS PREPARED BY:

Jeremy Reis, Esq.
Ruttenberg & Ruttenberg
833 N. Orleans Street, Suite 400
Chicago, IL 60610

Notary Public employed by law firm of
Ruttenberg & Ruttenberg



Doc#: 1304535013 Fee: \$48.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/14/2013 09:38 AM Pg: 1 of 6

AFTER RECORDING MUST BE RETURNED TO:

Peter L Marx
1704 W Addison
Chicago IL 60634

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

Stc01146-6932
1A3

SPECIAL WARRANTY DEED

THIS INDENTURE made this 23rd day of January, 2013 between FLEXHOUSE 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 Kenneth Nesbit and Amy Wybo, ~~husband and wife, tenants by the entirety~~, of 2134 W. Chicago Avenue, Unit 3S, Chicago, IL 60622, as ^{as joint tenants} 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: 13-36-119-010; 13-36-119-011
(AFFECTS PROPERTY IN QUESTION AND OTHER LAND)

COMMON ADDRESS: 2815 W. Shakespeare Avenue (Parcel 8), Chicago, Illinois 60647

Capitalized terms not defined herein shall have the meanings ascribed to them in the Row Home 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.

INT. CO. REC. STAMP
FEB 14 2013

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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 Flex House Homeowners Association recorded December 13, 2012 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 1234816070, including, without limitation, the exclusive right to park in Parcel 8A legally described as Parcel 2 on **Exhibit A** attached hereto, and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in 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 **Row Home Purchase Agreement dated May 30, 2012**, between FLEXHOUSE LLC, an Illinois limited liability company, and **Kenneth Nesbit and Amy Wybo** 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 19 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) Public, private and utility easements including shared ingress and egress easements Party Wall Agreements 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 or amendments thereto;
- (iv) Terms and provisions contained in the Covenant dated September 19, 2012 recorded September 25, 2012 as Document Number 1226931027, regarding water and sewer services

Note: Affects property in question and other land.

- (v) Declaration of Covenants, Conditions, Restrictions, Easements and By-Laws for Flex House Homeowners Association recorded December 13, 2012, as Document Number 1234816070, and the terms and provisions contained therein;
- (vi) Covenants, conditions and restrictions contained in instrument recorded as Document Number 1234816070;

Note: A breach or violation of the above noted restrictions will not cause a forfeiture or reversion of title.

- (vii) Party Wall Rights and Easements as contained in document recorded as Document Number 1234816070;
- (viii) Applicable building and zoning laws, statutes, ordinances and restrictions;
- (ix) Road and highways, if any;
- (x) Leases and licenses affecting Common Area;
- (xi) Plat of Survey by Studnicka and Associates, Ltd. dated December 5, 2012 as Order No. 12-9-48A;

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- (xii) 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;
- (xiii) Matters over which the Title Company (as hereinafter defined) is willing to insure;
- (xiv) Acts done or suffered by the Purchaser or anyone claiming by, through or under Purchaser;
- (xv) Purchaser's mortgage, if any;
- (xvi) Rights of the adjoining owners to the concurrent use of the easement described as Parcel 2 contained in the instrument creating such easement; and
- (xvii) Terms, provisions, reservations and restrictions, including Remedy, contained in the Special Warranty Deed dated January 23, 2013, made by and between FLEXHOUSE LLC, an Illinois limited liability company and **Kenneth Nesbit and Amy Wybo**.

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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:

FLEXHOUSE LLC, an Illinois limited liability company

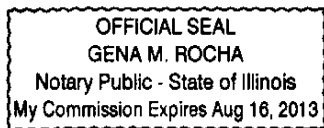
By: 
Zev Salomon

Title: Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that **Zev Salomon**, the manager of FLEXHOUSE 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, January 23, 2013.





Notary Public

SEND SUBSEQUENT TAX BILLS TO:

Kenneth Nesbit
2815 W Shakespear Ave
Chicago IL 60647

REAL ESTATE TRANSFER		01/29/2013
	COOK	\$222.25
	ILLINOIS:	\$444.50
TOTAL:		\$666.75

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REAL ESTATE TRANSFER		01/25/2013
	CHICAGO:	\$3,333.75
	CTA:	\$1,333.50
TOTAL:		\$4,667.25

13-36-119-010-0000 | 20130101603527 | ZAZ059

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EXHIBIT A

- LEGAL DESCRIPTION -

PARCEL 1:

THE WEST 17.02 FEET OF THE EAST 141.23 FEET OF LOTS 13 AND 14 IN BLOCK 6 IN SCHLESWING, A SUBDIVISION OF A PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PERPETUAL EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND PARKING IN PARCEL 8A DESCRIBED AS: OVER THE WEST 24.50 FEET OF THE SOUTH 8.75 FEET OF THE NORTH 75.76 FEET OF LOTS 13 AND 14 IN BLOCK 6 IN SCHLESWING, A SUBDIVISION OF A PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2815 W. SHAKESPEARE AVENUE (Parcel 8), CHICAGO, IL 60647

PARCEL IDENTIFICATION NUMBERS: 13-36-119-010; 13-36-119-011

(AFFECTS PROPERTY IN QUESTION AND OTHER LAND)

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EXHIBIT B

- RIGHT OF REPURCHASE AND REMEDY -

TO SPECIAL WARRANTY DEED
Dated January 23, 2013, conveying
2815 W. Shakespeare Avenue (Parcel 8), Chicago, Illinois

All defined terms herein shall have their meaning assigned to them in the Flex House Row Home Purchase Agreement.

19. REMEDY. 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 Purchaser, its successors or assigns, against Seller, its agents, servants, or any member or manager 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 ten (10) years from the date of the institution of said action, and upon sixty (60) days prior written notice to Purchaser, Seller, its successors and assigns, may tender to Purchaser 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 Purchaser 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. Purchaser 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 Purchaser, 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. Purchaser shall bear the cost of the title insurance in the amount of the purchase price set forth in this Paragraph 19. 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 19 is hereby subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the Dwelling Unit.