

UNOFFICIAL COPY

THIS DOCUMENT WAS PREPARED BY:

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

Notary Public employed by law firm of  
Ruttenberg Gilmartin Reis LLC



Doc#: 1321316070 Fee: \$46.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/01/2013 03:42 PM Pg: 1 of 5

AFTER RECORDING MUST BE RETURNED TO:

Elliot S. Wiczer  
500 Skokie Blvd, 325  
Northbrook, IL 60062

**SPECIAL WARRANTY DEED**

THIS INDENTURE made this 31st day of July, 2013 between 1512-46 MONTANA 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 **Martin Roth and Lauren Roth, husband and wife, as Tenants by the Entirety with right of survivorship and not as Joint Tenants**, of 1225 N. Wells Street, Unit 1207, Chicago, Illinois 60610, 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: 14-29-317-017-0000, 14-29-317-018-0000, 14-29-317-019-0000 AND 14-29-317-020-0000 (UNDIVIDED PARCEL AFFECTS PROPERTY IN QUESTION AND OTHER LAND)

COMMON ADDRESS: 1534 W. Montana (Parcel 5), Chicago, Illinois 60614

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.

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

NO 1130039 1062 KD

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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 Party Wall Rights and Obligations for Montana Row Homes recorded March 21, 2013 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 1308031097, 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 Montana Row Home Purchase Agreement dated December 7, 2012, between 1512-46 MONTANA LLC, an Illinois limited liability company, and Martin Roth and Lauren Goodkin Roth 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) Terms, provisions, covenants, restrictions, party wall rights and rights reserved to declarant contained in and rights and easements established by the Declaration of Covenants, Conditions, Restrictions, Easements and Party Wall Rights and Obligations dated as of March 18, 2013 recorded March 21, 2013 as Document Number 1308031097, and as amended from time to time;
- (iv) Covenants and restrictions contained in the Declaration of Restrictive Covenant recorded May 25, 2012 as document 1214629055 relating to certain restrictions being placed on the land to maintain the change of zoning of the land approved June 25, 2010. Big Sky Development, LLC (owner) is desirous of the property continuing to be zoned RT4 and declares its intent to construct a maximum of 14 attached or detached single family homes. This Covenant is recorded setting forth the restrictions in consideration of the City of Chicago's consent to maintaining the zoning of the property as RT4.
- (v) 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 or amendments thereto (as hereinafter defined);
- (vi) covenants, conditions, agreements, building lines, restrictions and easements of record;
- (vii) applicable building and zoning laws, statutes, ordinances and restrictions;
- (viii) acts done or suffered by the Purchaser or anyone claiming by, through or under Purchaser;
- (ix) Purchaser's mortgage, if any; and
- (x) Terms, provisions, reservations and restrictions, including Remedy, contained in the Special Warranty Deed dated July 31, 2013, made by and between 1512-46 MONTANA LLC, an Illinois limited liability company and **Martin Roth and Lauren Goodkin Roth**.

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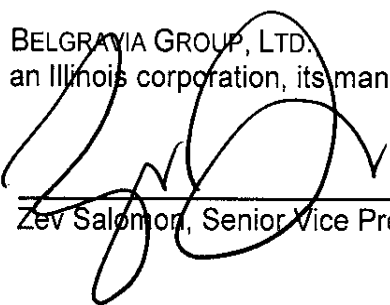
TO HAVE AND TO HOLD the same unto said Grantee, and to the proper use, benefit and behalf, forever, of said Grantee.

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

**SELLER:**

**1512-46 MONTANA LLC,**  
an Illinois limited liability company

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

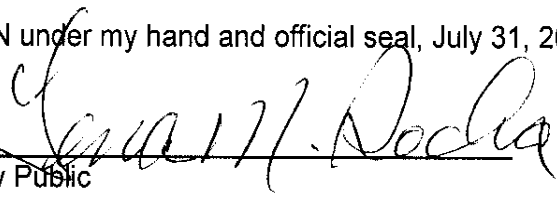
By:   
Zev Salomon, Senior Vice President

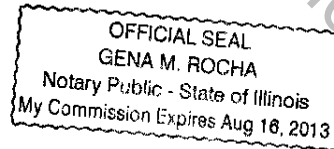
Property of Cook County Clerk's Office

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, Senior Vice President of BELGRAVIA GROUP, LTD., the manager of 1512-46 MONTANA 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, July 31, 2013.

  
Notary Public



SEND SUBSEQUENT TAX BILLS TO:

Martin + Lauren Roth  
1534 W. Montana  
Chicago, IL 60614

**UNOFFICIAL COPY****EXHIBIT A****- LEGAL DESCRIPTION -****PARCEL 5:**

THAT PART OF LOT 23 IN LOT 8 IN THE SUBDIVISION LOTS 7 AND 8 ASSESSOR'S DIVISION OF BLOCK 42 SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF SAID LOT 23 AT A POINT 126.88 FEET EAST OF THE SOUTHWEST CORNER OF LOT 19 IN LOT 8 IN THE SUBDIVISION LOTS 7 AND 8 ASSESSOR'S DIVISION OF BLOCK 42, AFORESAID; THENCE NORTH 00°00'00" EAST 124.24 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 23 SAID POINT BEING 122.93 FEET EAST OF THE NORTH MOST NORTHWEST CORNER OF SAID LOT 19; THENCE NORTH 89°44'00" WEST ALONG THE NORTH LINE OF LOT 23 A DISTANCE OF 25.00 FEET; THENCE SOUTH 00°00'00" WEST 124.24 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 23 SAID POINT BEING 25.00 FEET WEST OF THE POINT OF BEGINNING; THENCE SOUTH 89°42'56" EAST ALONG THE SOUTH LINE OF LOT 23 A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TAX PARCEL IDENTIFICATION NUMBER: **14-29-317-017-0000**, **14-29-317-018-0000**, **14-29-317-019-0000** AND **14-29-317-020-0000** (UNDIVIDED PARCEL AFFECTS PROPERTY IN QUESTION AND OTHER LAND)

COMMONLY KNOWN AS: 1534 W. MONTANA (Parcel 5), CHICAGO, IL 60614

**REAL ESTATE TRANSFER** 08/01/2013



**CHICAGO:** \$7,638.75  
**CTA:** \$3,055.50  
**TOTAL:** \$10,694.25

14-29-317-017-0000 | 20130701601725 | 7BJYH2

**REAL ESTATE TRANSFER** 08/01/2013



**COOK** \$509.25  
**ILLINOIS:** \$1,018.50  
**TOTAL:** \$1,527.75

14-29-317-017-0000 | 20130701601725 | 6G0L3S

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## EXHIBIT B

### - RIGHT OF REPURCHASE AND REMEDY -

TO SPECIAL WARRANTY DEED  
Dated July 31, 2013, conveying  
1534 W. Montana (Parcel 5), Chicago, Illinois

*All defined terms herein shall have their meaning assigned to them in the  
Montana 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.