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SPECIAL WARRANTY DEED

Doc#: 1028641000 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/13/2010 09:47 AM Pg: 1 of 2



Doc#: 1401449002 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/14/2014 09:32 AM Pg: 1 of 4

THIS INDENTURE, made this 27th day of September, 2010, between **21 KRISTIN, 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

SCOTT W. PALES, of Schaumburg, IL, 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:

This deed being re-recorded to add Storage space 12S-02 per assignment attached.

PARCEL 1:

UNIT NUMBER **1221** IN THE **21 KRISTIN CONDOMINIUM**, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOTS 1, 2 (EXCEPT THE EAST 206.30 FEET OF SAID LOT 2, AS MEASURED ALONG THE NORTH LINE THEREOF) AND LOT 3 IN BARRY SUBDIVISION BEING A SUBDIVISION IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 31, 2001 AS DOCUMENT NUMBER 0010690003, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0702615055; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS; ALSO EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE RECIPROCAL EASEMENT AGREEMENT DATED AS OF JANUARY 24, 2007 AND RECORDED JANUARY 26, 2007 AS DOCUMENT 0702615054, BY AND BETWEEN 21 KRISTIN DEVELOPERS LLC AND 24 KRISTIN COMMERCIAL LLC.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACES **P-75 and P-76**, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0702615055.

PARCEL 3:

THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACES **11S-21 and 11S-22**, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0702615055. *and 12S-02*

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 for 2010 and subsequent years; (2) applicable zoning and building

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laws and building line restrictions, and ordinances; (3) acts done or suffered by Purchaser or anyone claiming by, through or under Purchaser; (4) streets and highways, if any; (5) encroachments (provided such do not materially adversely affect the intended use of the Unit); (6) covenants, conditions, restrictions, easements, permits and agreements on record, including the Declaration, as amended from time to time; (7) the Condominium Property Act of Illinois (the "Act"); (8) the Village of Schaumburg's Condominium Ordinance; (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 of or licenses with respect to portions of the Common Elements, if any.

Permanent Real Estate Index Numbers: 07-10-101-038-1350
Address of Real Estate: 21 Kristin Drive, Unit 1221, Schaumburg, Illinois 60195

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.



21 KRISTIN, LLC
a Delaware limited liability company

By: 21 Kristin Member, LLC
a Delaware limited liability company
its Managing Member

By: [Signature]
Name: Tim Lyons
Its: Treasurer

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 Tim Lyons, the Treasurer of 21 Kristin Member, LLC, the Managing Member of 21 Kristin, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Treasurer 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 27th day of September, 2010

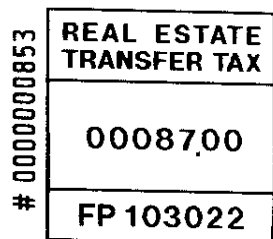
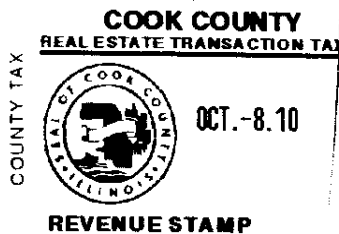
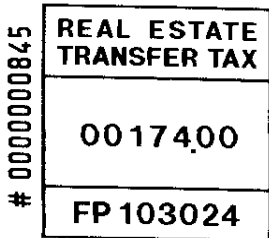
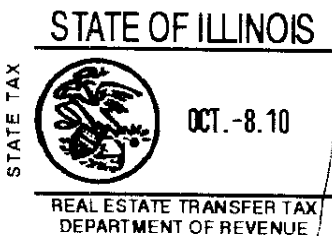


[Signature]
Notary Public

After Recording Mail To:
Hal Stinespring Assoc.
90 East Oak St
Lake in the Hills IL 60156

Send Subsequent Tax Bills To:
Scott W Reles
21 Kristin Drive Unit 1221
Schaumburg IL 60195

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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AGREEMENT TO ASSIGN STORAGE SPACE

THIS AGREEMENT TO ASSIGN STORAGE SPACE ("Agreement") is made as of the 29 day of March, 2011 by and between 21 KRISTIN, LLC (the "Assignor") and SCOTT W. PALES ("Assignee").

RECITALS

A. Assignor is the current owner of the Storage Space commonly known as 12S-02 (the "Storage Space") located on the twelfth floor of the building located at 21 Kristin Drive, Schaumburg, Illinois (the "Property").

B. Assignee desires to purchase from Assignor, and Assignor desires to assign to the Assignee, all of Assignor's right, title and interest in and to the Storage Space, upon and subject to the terms and conditions set forth in this Agreement.

AGREEMENTS:

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, Assignor and Assignee agree as follows:

ARTICLE I

CONSIDERATION AND ASSIGNMENT

1.01 Assignment of Storage Space. In exchange for \$750.00 paid for by Assignee to Assignor, Assignor hereby agrees to sell to the Assignee, and Assignee hereby agrees to accept from Assignor, upon the terms and subject to the conditions of this Agreement, all of the Assignor's rights, title and interest in and to the Storage Space.

ARTICLE II

REPRESENTATIONS OF ASSIGNOR AND ASSIGNEES

2.01 Representations of Assignor. Assignor represents and warrants to the Assignee as follows:

(a) Assignor owns the Storage Space and has good and marketable title thereto, free and clear of any options, agreements, liens, claims, encumbrances or security interests whatsoever. Assignor has full right, power and authority to sell the Storage Space to Assignee as provided herein without obtaining the consent or approval of any other person.

(b) Assignor has full right, power and authority to execute, deliver and perform the obligations to be performed by Assignor pursuant to this Agreement without obtaining the consent or approval of any other person.

(c) Upon consummation of the transaction provided for in this Agreement in accordance with the terms hereof, Assignee will be vested with good and marketable title to the Storage Space free and clear of any claims, liens, charges or encumbrances whatsoever.

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3.02 **Representations of Assignee.** Assignee has full right, power and authority to execute, deliver and perform the obligations to be performed by Assignee pursuant to this Agreement without obtaining the consent or approval of any other person

ARTICLE III

INDEMNIFICATIONS

3.01 **Indemnification of Assignees.** Assignee hereby agrees to indemnify, defend and hold the Assignor harmless from and against any and all loss, liability, damage, cost and expense (including, without limitation, reasonable attorney's fees and costs) Assignor may suffer, sustain or incur by reason of or arising from or in connection with the assignment of the Storage Space after the date of Assignment. The terms and provisions of this Section 3.02 shall survive the closing of the transaction contemplated hereunder.

ARTICLE IV

CLOSING

4.01 **Closing.** In order to assign the Storage Space, Assignee will need to provide the original recorded deed to Assignor so that the deed may correct Parcel 3 of the deed to add the additional Storage Space. Assignor will return the corrected deed to Assignee which then may be re-recorded by Assignee. All costs associated with closing the transaction, including but not limited to any recording fees and title transfer fees, shall be borne solely by Assignee. Furthermore, Assignee will not be receiving any updated title commitments or policies from Assignor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written

ASSIGNOR:

21 KRISTIN, LLC, an Illinois limited liability company

By: [Signature]
Its: treasurer

ASSIGNEES:

[Signature] 3/29/2011
Scott W. Pales