THIS DOCUMENT WAS PREPARED BY OFFICIAL COPY

Wayne Gilmartin, 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

AFTER RECORDING MUST BE RETURNED TO:

Jerenny E. Res Ruthenberg Gilmartin Res LLC

833 N. Orleans St. #400; Chicago EC

Doc#: 1404934043 Fee: \$44.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 02/18/2014 01:06 PM Pg: 1 of 4

SPECIAL WARRANTY DEED

THIS INDENTURE made this 13th day of January, 2014 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 Jeremy E. Reis and Brady J. Reis, husband and wife, as tenants by the entirety, of 500 W. Superior Street, Unit 2004, Chicago, Illinois 60654, as Grantee

WITNESSETH, the Grantor, in consideration of the sum of TEN COLLARS (\$10.00), and other good and valuable consideration in hand paid, the receipt whereof is hereby coknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the Grantee, and to its being and assigns, FOREVER, all of the following described real estate, situated in the County of Cook and State (3) Illinois known and described as follows, to wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART IN REOF.

TAX PARCEL IDENTIFICATION NUMBER: 14-29-317-020-0000 AND 14-29-317-050-000 (Undivided Parcel affects property in Question and other land)

COMMON ADDRESS: 1524 W. Montana (Parcel 9), 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.

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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 it successors and assigns, the right to remedy as provided in Paragraph 20 of the Montana Row Home Purchase Agreement dated July 30, 2013, between 1512-46 MONTANA LLC, an Illinois limited liability company, and Jeremy E. Reis and Brady J. Reis 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 Granter 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 itse'i, and its successors and assigns, does covenant, promise and agree, to and with Grantee, his, her or their neirs and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted eie, 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;
- 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. Etc. 3ky Development, LLC (owner) is desirous of the property continuing to be zoned RT4 and declares it 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.
- 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 January 13, 2014, made by and between 1512-46 MONTANA LLC, an Illinois limited liability company and **Jeremy E. Reis and Brady J. Reis**.

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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

Senior Vice President

DOOP OF CO 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 purposer, the rein set forth.

GIVEN unger my hand and official seal, January 13, 2014.

SEND SUBSEQUENT TAX BILLS TO:

Jeremy & Brady Reis 1524 W. Montana Chicago, Illinois 60614

REAL ESTATE TRANSFER		02/11/2014
	СООК	\$500.00
	ILLINOIS:	\$1,000.00
	TOTAL:	\$1,500.00
14-29-317-020-000	0 2014010160160)4 MR7DMY

REAL ESTATE TRANSFER		02/07/2014
	CHICAGO:	\$7,500.00
	CTA:	\$3,000.00
	TOTAL:	\$10,500.00

14-29-317-020-0000 | 20140101601604 | 2UWUGL

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EXHIBIT A

- LEGAL DESCRIPTION -

PARCEL 9:

THAT PART OF LOTS 19 AND 20 IN L. MILLER'S SUBDIVISION OF LOT 7 IN ASSESSOR'S DIVISION OF BLOCK 42 SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIPD PRINCIPAL MERIDIAN, TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS: BEGINNING ON THE 3CUTH LINE OF SAID LOT 20 AT A POINT 226.88 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, THENCE NORTH 00°00'00' EAST 124.27 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 20 SAID POINT BEING 222.93. FEET EAST OF THE NORTH MOST NORTHWEST CORNER OF SAID LOT 19; THENCE NORTH 89°44'00" WEST ALCNG THE NORTH LINE OF LOTS 19 AND 20 A DISTANCE OF 25.00 FEET; THENCE SOUTH 00°00'00" WEST 124.26 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 19 SAID POINT BEING 25.00 FEET WEST OF 1116 POINT OF BEGINNING; THENCE SOUTH 89°42'56" EAST ALONG THE SOUTH LINE OF LOTS 19 AND 20 A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBER: 14-29-317-020-0000 ANI 14-29-317-050-0000 (UNDIVIDED PARCEL AFFECTS PROPERTY IN QUESTION AND OTHER LAND)

COMMONLY KNOWN AS: 1524 W. MONTANA (Parcel 9), CHICAGO, IL 60614