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THIS DOCUMENT WAS PREPARED BY :

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Notary Public employed by law firm of  
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The Law Office of  
Jason M. Chmielowski, P.C.  
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Chicago, Illinois 60603

STEWART TITLE  
800 E. DIEHL ROAD  
SUITE 180  
NAPERVILLE, IL 60563

## SPECIAL WARRANTY DEED

THIS INDENTURE made this 2nd day of September, 2014 between CA III LLC, an Illinois limited liability company ("GRANTOR"), 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, having an office at 833 North Orleans Street, Suite 400, Chicago, Illinois 60610, and Varun Sharma and Megna Ghildiyal, husband and wife, <sup>NOT</sup> as joint tenants with rights of survivorship, ("GRANTEE") of 300 N. Canal, Unit 1714, Chicago, IL 60606. *But as tenants by the entirety*

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 Grantee, and to their 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:

*STC011410-2423466  
SLR2*

SEE "EXHIBIT A" (LEGAL DESCRIPTION) ATTACHED HERETO AND MADE A PART HEREOF.

COMMONLY KNOWN AS: DWELLING UNIT 4N AND THE EXCLUSIVE RIGHT TO USE PARKING SPACE P-13 AND STORAGE UNIT SL-128-4N EACH A LIMITED COMMON ELEMENT AT 128 S. ABERDEEN IN THE CA III CONDOMINIUM, CHICAGO, ILLINOIS 60607.

Together with all and singular the hereditaments 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 hereditaments 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 the Grantee, its successors and assigns, as rights and easements appurtenant to the subject unit described herein, the rights and easements for the benefit of said unit set forth in that certain

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Declaration of Condominium and By-Laws for CA III CONDOMINIUM dated June 30, 2014 and recorded July 1, 2014, in the Office of the Recorder of Deeds of Cook County, Illinois, as document number 1418216002, made by CA III LLC, an Illinois limited liability company, as amended from time to time (the "Declaration"), and grantor reserves to itself, its successors, and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining land described therein. 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 Paragraphs 19 of the Condominium Purchase Agreement dated **February 13, 2013**, between CA III LLC, an Illinois limited liability company and **Varun Sharma** 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 GRANTOR WILL WARRANT AND DEFEND the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, subject to the usual terms and conditions with extended coverage endorsement and containing Condominium Endorsement No. 4, and subject to the following:

- 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 Act and the Ordinance, including all amendments thereto;
- iv. terms, provisions, covenants, conditions, restrictions and options in rights and easements established by the Declaration of Condominium for CA III Condominium dated June 30, 2014 and recorded July 1, 2014 as document number 1418216002, made by CA III LLC, an Illinois limited liability company, as amended from time to time;
- v. terms, provisions, reservations, covenants, conditions, restrictions and options in rights and easements established by the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reciprocal Easements for 1100 W Adams, Chicago, Illinois, dated June 30, 2014 and recorded July 7, 2014 as document number 1418816060, made by CA III LLC, an Illinois limited liability company, as amended from time to time;
- vi. public, private and utility easements recorded at any time prior to Closing (as hereinafter defined) including any easements established by or implied from the Declaration, or amendments thereto;
- vii. covenants, conditions, agreements, building lines and restrictions of record;
- viii. covenant by and between CA III LLC and the City of Chicago dated January 21, 2014 and recorded January 29, 2014 as Document Number 1402916014;
- ix. terms and provisions contained in the exclusive easement agreement dated April 14, 2014 and recorded April 26, 2014 as Document Number 1411844036 by and between CA III LLC and CA IV LLC;
- x. terms and provisions contained in the reciprocal easement agreement dated April 14, 2014 and recorded April 28, 2014 as Document Number 1411844037;
- xi. applicable building and zoning laws, statutes, ordinances and restrictions;
- xii. roads and highways, if any;
- xiii. leases and licenses affecting Common Elements governed and operated by the Association;
- xiv. 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 Seller shall so remove at that time by using the funds to be paid upon delivery of the Deed;
- xv. matters over which the Title Company (as hereinafter defined) is willing to insure;
- xvi. acts done or suffered by the Purchaser or anyone claiming by, through or under the Purchaser;



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## EXHIBIT A

Parcel 1: Unit 4N in the CA III Condominium as delineated on a survey of the following described real estate:

Lots 1 to 8, both inclusive, together with the North and South alley (now vacated) lying East of Lots 2 and 8 and lying West of Lots 1,3,4,5,6, and 7 (excepting therefrom that part lying West of a line drawn perpendicular to the South line of said Lot 8 at a point being 150 feet West of the Northwest corner of the intersection of West Adams Street and South Aberdeen Street to a point on the North line of said Lot 2) taken as a tract of land in Assessor's Division of the South 1/2 of Block 12 (except the West 200 feet thereof) in Canal Trustees' Subdivision of the West 1/2 and the West 1/2 of the Northeast 1/4 of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian, (excepting that part lying below a horizontal plane having an elevation of +26.29 Chicago City Datum which is bounded and described as follows: Beginning at the Southwest corner of said tract; thence North 00 degrees, 00 minutes 00 seconds East along the West line of said tract a distance of 8.40 feet; thence North 90 degrees 00 minutes 00 seconds East, 1.36 feet; thence North 00 degrees 00 minutes 00 second East, 17.52 feet; thence North 90 degrees 00 minutes 00 seconds East, 17.88 feet; thence South 00 degrees 00 minutes 00 seconds West, 17.20 feet; thence South 90 degrees 00 minutes 00 seconds West, 4.25 feet; thence South 00 degrees 00 minutes 00 seconds West, 8.72 feet to the South line of said Tract ( the South line of said Tract also being the North line of W. Adams Street); thence South 90 degrees 00 minutes 00 seconds West along the South line of said Tract a distance of 14.99 feet to the place of beginning), all in Cook County, Illinois;

Which survey is attached to as Exhibit "D" to the Declaration of Condominium recorded July 1, 2014 as Document Number 1418216002, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.

Parcel 2: The exclusive right to the use of Parking Space P-13 and Storage Unit SL-128-4N, each a limited common element as delineated and defined in the Declaration of Condominium and any Plat of Survey attached thereto aforesaid.

Parcel 3: Non-exclusive easement appurtenant to and for the benefit of Parcel 1 as created by the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reciprocal Easements for 1100 W. Adams, Chicago, IL 60607 dated June 30, 2014, and recorded July 7, 2014 as document number 1418816060, as particularly described and defined therein.

**TAX PARCEL IDENTIFICATION NUMBER(S):**

17-17-210-020-0000, 17-17-210-021-0000, 17-17-210-022-0000, 17-17-210-023-0000, 17-17-210-024-0000,  
17-17-210-025-0000, 17-17-210-026-0000, 17-17-210-027-0000, 17-17-210-028-0000, 17-17-210-029-0000



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## EXHIBIT B

TO THAT SPECIAL WARRANTY DEED DATED THE **SEPTEMBER 2, 2014**, CONVEYING DWELLING UNIT 4N AND PARKING SPACE P-13 AND STORAGE UNIT SL-128-4N, EACH A LIMITED COMMON ELEMENT, IN THE CA III CONDOMINIUM AT 128 S. ABERDEEN, CHICAGO, ILLINOIS 60607.

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

### 19. RIGHT OF REPURCHASE.

(a) Purchaser hereby represents and warrants as of the date hereof and as of the Closing Date that Purchaser is acquiring the Dwelling Unit and the Parking Space for personal use and not for resale or lease and that in acquiring the Dwelling Unit and the Parking Space, Purchaser is not acting as agent or nominee for any undisclosed party. Purchaser hereby grants Seller a right to repurchase the Dwelling Unit and the Parking Space on the terms and conditions hereinafter set forth. If Purchaser does not reside in the Dwelling Unit within seven (7) months after the Closing Date, or if within one (1) year after the Closing Date Purchaser contracts to sell or lease the Dwelling Unit or the Parking Space, Seller shall have the right to repurchase the Dwelling Unit and the Parking Space; provided, however, that such Seller shall have no such right if such failure to so reside in the Dwelling Unit or sale or lease is a result of Purchaser's death, disability, divorce, separation or job-related transfer outside the Chicago metropolitan area. Purchaser shall notify Seller in writing not more than thirty (30) days subsequent to the execution of such a proposed sale or lease, which notice shall contain the name and address of the proposed purchaser or tenant and shall contain a copy of the proposed contract of sale or lease, including the conditions of such sale or lease. Seller shall have the right to repurchase the Dwelling Unit and the Parking Space, which right shall be exercised by written notice to Purchaser within thirty (30) days after receipt of said notice from Purchaser, or within thirty (30) days after such seven (7) month period, on the following terms: (i) the price shall be the Repurchase Price (as hereinafter defined), plus or minus prorations of general real estate taxes, prepaid insurance premiums, monthly assessments and other similar proratable items; (ii) Purchaser shall convey, by Special Warranty Deed, good, marketable and insurable title to the Dwelling Unit and assign the Parking Space to Seller, or its designee, subject only to the Permitted Exceptions (excluding acts of Purchaser) existing at Closing and any acts of Seller; (iii) closing of the repurchase shall be effected through an escrow similar to the Escrow; and (iv) Purchaser shall bear all costs of the escrow and title insurance in the amount of the Repurchase Price. The Repurchase Price shall be the Purchase Price, adjusted by the costs of all Changes pursuant to Paragraph 4, if any, plus the cost of any improvements made by Purchaser to the Dwelling Unit and the Parking Space after the Closing Date, which costs shall be established by copies of paid bills and canceled checks delivered to Seller either at the time of giving of Purchaser's thirty (30) day notice to Seller or within thirty (30) days after such seven (7) month period. If Seller notifies Purchaser within the aforesaid thirty (30) day period of its election to purchase the Dwelling Unit and the Parking Space, then such repurchase shall be closed within thirty (30) days after the giving of Seller's notice of such election. If Seller repurchases the Dwelling Unit and the Parking Space, as provided herein, Purchaser agrees to reconvey the Dwelling Unit and assign the Parking Space to Seller in the same physical condition as at Closing, except for ordinary wear and tear and improvements or betterments made by Purchaser to the Dwelling Unit and the Parking Space.

(b) If Seller gives written notice to Purchaser within said thirty (30) day period that it does not elect to execute said repurchase right, or if Seller fails to give any written notice to Purchaser during the thirty (30) day period, then Seller's right to repurchase the Dwelling Unit and the Parking Space shall terminate and Purchaser may proceed to close the proposed sale or lease; provided, however, that if Purchaser fails to close the proposed sale or lease with the proposed purchaser or tenant on the terms and conditions contained in the aforesaid notice, the right of repurchase granted to Seller herein shall remain in effect and shall be applicable to any subsequent sale or lease by Purchaser of the Dwelling Unit and the Parking Space within the remainder of the said one (1) year period. If Purchaser so proceeds to close the sale or lease as aforesaid, upon Purchaser's request, Seller will execute and deliver to Purchaser a release of Seller's rights under this Paragraph 19, which delivery may be conditioned upon closing of such sale or lease.

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(c) Any sale, lease, assignment or conveyance of the Dwelling Unit or the Parking Space in violation of the provisions of this Paragraph 19 shall be null and void and of no force and effect. The Deed to be delivered on the Closing Date hereunder shall contain provisions incorporating the foregoing right of repurchase.

(d) For purposes of this Paragraph 19 the words "sell" or "sale" shall include among other definitions any sale, transfer, articles of agreement for deed, corporate transfer or other voluntary conveyance of the Dwelling Unit or the Parking Space, any partnership interest in any partnership owning an interest in the Dwelling Unit or the Parking Space, any lease with an option to purchase the Dwelling Unit or the Parking Space, any assignment of this Agreement, any assignment (except for collateral purposes only) of all or any portion of the beneficial interest or power of direction under any trust which owns legal or beneficial title to the Dwelling Unit for consideration or any conveyance or transfer which intends directly or indirectly to cause the transfer of the right of ownership. Notwithstanding the foregoing, upon Purchaser's request, Seller will deliver a written release of its rights under this Paragraph 19 following the closing of the sale of the last unit to be constructed in the Building.

(e) Seller's right of repurchase 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 and the Parking Space.

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 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 or the Parking Space, including any claims or cause of action regarding the Common Elements of the Building, 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 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 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 and the Parking Space (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 the Parking Space 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 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 and the Parking Space.