



Doc#: 1533826020 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/04/2015 12.25 PM Pg: 1 of 5

CT

THIS INSTRUMENT PREPARED BY:

Rebecca J. Gardner
K. Hovnanian T&C Homes
At Illinois, LLC
1804 N. Naper Boulevard
Suite 200
Naperville, Illinois 60563

Property of COOK COUNTY CLERK'S OFFICE

SPECIAL WARRANTY DEED

This Special Warranty Deed, made this 30 day of November 2015, between K. Hovnanian T&C Homes at Illinois, LLC, a limited liability company 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 ("Grantor"), and Maria L. De Paula Arias, Lillian De Paula Arias and Elizabeth De Paula Arias ("Grantee"), WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the Grantee, ~~Tenants in Common and to Grantee's 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:

* as joint tenants with full rights of survivorship.
See Exhibit A attached hereto.

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, of Grantor, either in law or 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 Grantee and Grantee's heirs and assigns forever.

Grantor also hereby grants to Grantee, its successors and assigns, as rights and easements appurtenant to the above described premises, the rights and easements for the benefit of said property and Grantor reserves to itself, its successors and assigns, the rights and easements

And Grantor, for itself, and its successors, does covenant, promise and agree, to and with Grantee and Grantee's 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,

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except as herein recited; and that it WILL WARRANT AND DEFEND the said premises against all persons lawfully claiming, or to claim the same, by, through or under it, subject only to:

- (i) General real estate taxes not yet due and payable, including taxes which may accrue by reason of new or additional improvements during the year of Closing;
- (ii) special taxes and assessments for improvements not yet completed;
- (iii) easements, covenants, restrictions, agreements, conditions and building lines of record and party wall rights which do not interfere with the use of the Unit;
- (iv) applicable zoning and building laws and ordinances;
- (v) roads and highways;
- (vi) unrecorded public utility easements, if any;
- (vii) Grantee's mortgage;
- (viii) plats of dedication and covenants thereon;
- (ix) acts done or suffered by or judgments against Grantee or anyone claiming under Grantee;
- (x) liens and other matters of title over which the title company, is willing to insure without cost to Grantee; and
- (xi) Waiver of Implied Warranty of Habitability as set forth in Exhibit B attached hereto.

Permanent Real Estate Index Number(s): 02-24-407-066-0000

Address(es) of real estate: 1563 East Olive Street, Palatine, IL 60074

REAL ESTATE TRANSFER TAX

01-Dec-2015



COUNTY:	296.25
ILLINOIS:	592.50
TOTAL:	888.75

02-24-407-066-0000 | 20151101647332 | 0-584-582-208

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IN WITNESS WHEREOF, said Grantor has caused its name to be signed to these presents on the day and year first above written.

GRANTOR:

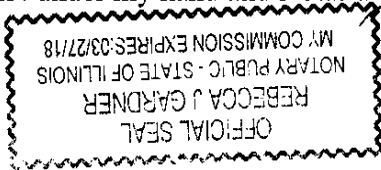
K. HOVNANIAN T&C HOMES AT ILLINOIS,
LLC
an Illinois limited liability company

By: [Signature]
Its Area Vice President of Operator

STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Brian Murphy, the Area Vice President of K. Hovnanian T&C Homes at Illinois LLC, an Illinois limited liability company (the "Company"), 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 said instrument as his own free and voluntary act, and as the free and voluntary act of the Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 30 day of November, 2015.



[Signature]
Notary Public

AFTER RECORDING
MAIL TO:

Maloney Law, LLC
1880 W. Winchester Rd.
#108
Libertyville, IL 60048

SEND SUBSEQUENT TAX BILLS TO:

Maria De Paula Arias, Lillian De Paula Arias
& Elizabeth De Paula Arias
(NAME)
1563 E. Olive St.
(ADDRESS)
Palatine, IL 60067
(CITY, STATE AND ZIP)

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EXHIBIT A

Legal Description

LOT 3 IN OLIVE AND WILKE RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 24, AND PART OF THE NORTHEAST ¼ OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS, ACCORDING TO THE PLAT RECORDED MARCH 30, 2005 AS DOCUMENT 0508903081, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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EXHIBIT B

Deed Rider Waiver of Implied Warranty of Habitability

GRANTOR HEREBY DISCLAIMS AND THE GRANTEE HEREBY WAIVES THE IMPLIED WARRANTY OF HABITABILITY FOR THE PREMISES CONVEYED BY THIS DEED. GRANTEE HEREBY ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT THE IMPLIED WARRANTY OF HABITABILITY IS NOT A PART OF THE CONVEYANCE OF THE PREMISES TO GRANTEE AND THAT IF A DISPUTE ARISES WITH GRANTOR AND THE DISPUTE RESULTS IN A LAWSUIT, GRANTEE WILL NOT BE ABLE TO RELY ON THE IMPLIED WARRANTY OF HABITABILITY AS A BASIS FOR SUING THE GRANTOR OR AS THE BASIS OF A DEFENSE IF GRANTOR SUES THE GRANTEE. THE WAIVER OF THE IMPLIED WARRANTY OF HABITABILITY WILL BE BINDING ON GRANTEE, ITS SUCCESSORS AND ASSIGNS WITH RESPECT TO GRANTOR.