

# UNOFFICIAL COPY

THIS DOCUMENT WAS PREPARED BY :

Jeremy E. Reis, Esq.  
Ruttenberg Gilmartin Reis LLC  
1101 W. Monroe Street, Suite 200  
Chicago, Illinois 60607

Notary Public employed by law firm of  
Ruttenberg Gilmartin Reis LLC



1623145001D

Doc#: 1623145001 Fee: \$48.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/18/2016 08:56 AM Pg: 1 of 5

**AFTER RECORDING MUST BE  
RETURNED TO:**

CHRISTINE L. RUTTENBERG  
328 W. WISCONSIN - 2 South  
CHICAGO, IL 60614

## SPECIAL WARRANTY DEED

16000033763

THIS INDENTURE made this **10th day of August, 2016** between **328 W. WISCONSIN 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 1101 W. Monroe Street, Suite 200, Chicago, Illinois 60607, and **Christine L. Ruttenberg**, a Trustee for the **Christine L. Ruttenberg Declaration of Trust**, ("GRANTEE") of **328 W. Wisconsin, Unit 2S, Chicago, IL 60614**.

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:

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

COMMONLY KNOWN AS: **DWELLING UNIT 2S AND THE EXCLUSIVE RIGHT TO USE PARKING SPACE(S) P-15 AND P-16 AND STORAGE LOCKER SL-1**, EACH A LIMITED COMMON ELEMENT AT **328 W. WISCONSIN** IN THE **328 W. WISCONSIN CONDOMINIUM**, CHICAGO, ILLINOIS 60614.

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 Declaration of Condominium and By-Laws for 328 W. WISCONSIN CONDOMINIUM dated December 29, 2015

*Handwritten signature/initials*

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and recorded December 29, 2015, in the Office of the Recorder of Deeds of Cook County, Illinois, as document number 1536322061, made by 328 W. WISCONSIN 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 and 20 of the Condominium Purchase Agreement dated **June 16, 2014**, between 328 W. WISCONSIN LLC, an Illinois limited liability company and **Christine L. Ruttenberg, Trustee for the Christine L. Ruttenberg Declaration of Trust** 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 Paragraphs 19 and 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 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, subject to the following:

- i. current non-delinquent real estate taxes and taxes for subsequent years;
- ii. intentionally omitted;
- 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 328 W. WISCONSIN CONDOMINIUM dated December 29, 2015 and recorded December 29, 2015 as document number 1536322061 and re-recorded January 5, 2016 as document 1600516012, made by 328 W. WISCONSIN LLC, an Illinois limited liability company, as amended from time to time;
- v. public 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, which do not affect merchantability of title or intended use;
- vi. covenants, conditions, agreements, building lines and restrictions of record, which do not affect merchantability of title or intended use;
- vii. Ordinance vacating all of that part of the Southeasterly 64 feet of North Ogden Avenue lying between North Lincoln Avenue and First Nwly-Sely public alley, Northeasterly of said Lincoln Avenue vacated by Document Number 20495533;
- viii. Covenants, conditions and restrictions contained in Quit Claim Deed recorded as Document Number 21662729;
- ix. Easement Relocation Agreement recorded as Document Number 36291352, Amendment to Easement Relocation Agreement dated July 16, 2014 and recorded August 4, 2014 as Document Number 1421615038 and Amended by Document Number 1433822199, as amended from time to time;
- x. applicable building and zoning laws, statutes, ordinances and restrictions;
- xi. roads and highways, if any;
- xii. leases and licenses affecting Common Elements governed and operated by the Association;
- xiii. 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;
- xiv. matters over which the Title Company (as hereinafter defined) is willing to insure;
- xv. acts done or suffered by the Purchaser or anyone claiming by, through or under the Purchaser;
- xvi. Purchaser's mortgage, if any; and
- xvii. Terms, provisions, reservations and restrictions contained in the Special Warranty Deed dated **August 10, 2016** made by and between 328 W. WISCONSIN LLC, an Illinois limited liability

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company, and **Christine L. Ruttenberg, Trustee for the Christine L. Ruttenberg Declaration of Trust.**

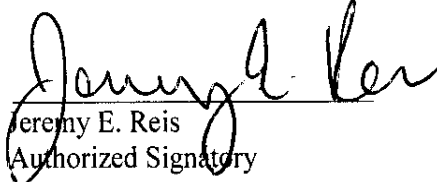
TO HAVE AND TO HOLD the same unto said Grantee, and to the proper use, benefit and behalf, forever, of said Grantee.

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

**328 W. WISCONSIN LLC,**  
an Illinois limited liability company

By: **BELGRAVIA 328 W. WISCONSIN LLC,** an  
Illinois limited liability company, its manager

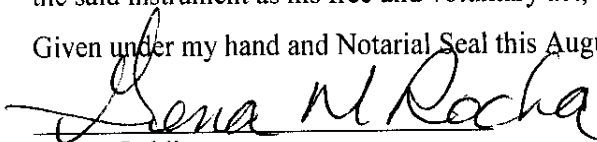
By: **BELGRAVIA GROUP, LTD.,**  
an Illinois corporation, its manager

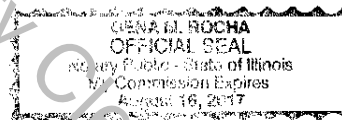
By:   
Jeremy E. Reis  
Its: Authorized Signatory

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 Jeremy E. Reis, Authorized Signatory of BELGRAVIA 328 W. WISCONSIN LLC, BELGRAVIA GROUP, LTD., the manager of Belgravia 328 W. WISCONSIN LLC, the manager of **328 W. WISCONSIN LLC**, an Illinois limited liability company, is personally known to me 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, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this August 10, 2016.

  
Sena M. Rocha  
Notary Public




THIS INSTRUMENT WAS PREPARED BY: Ruttenberg Gilmartin Reis LLC, 1101 W. Monroe Street, Suite 200, Chicago, Illinois 60607

Send Subsequent Tax Bills To:

**Christine L. Ruttenberg**  
**328 W. Wisconsin, Unit 2S**  
**Chicago, Illinois 60614**

REAL ESTATE TRANSFER TAX 12-Aug-2016

	CHICAGO:	12,900.00
	CTA:	5,160.00
	TOTAL:	18,060.00 *

14-33-401-070-0000 | 20160801643331 | 0-013-964-096

\* Total does not include any applicable penalty or interest due.

REAL ESTATE TRANSFER TAX



COUNTY: 17-Aug-2016  
ILLINOIS: 860.00  
TOTAL: 1,720.00  
2,580.00

14-33-401-070-0000

20160801643331 | 0-208-892-736

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## EXHIBIT A

### LEGAL DESCRIPTION OF PARCEL

PARCEL 1: **UNIT 2S** IN THE 328 W. WISCONSIN CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

A TRACT OF LAND (WHICH INCLUDES PORTIONS OF LOTS TAKEN FOR THE OPENING OF OGDEN AVENUE BY CONDEMNATION PROCEEDINGS HAD IN CASE NUMBER 421620CO AND SAID OGDEN AVENUE HAVING SUBSEQUENTLY BEEN VACATED BY ORDINANCE, A COPY OF WHICH WAS RECORDED NOVEMBER 13, 1969 AS DOCUMENT NUMBER 2102200, DESCRIBED AS:

PART OF LOTS 14, 15, 18, THE 10 FOOT ALLEY NORTH OF AND ADJOINING SAID LOT 15 AND THE 40 FOOT STREET (LONERGAN STREET) LYING EAST OF AND ADJOINING LOT 15, ALL IN LONERGAN'S SUBDIVISION OF THE SOUTH 2 ACRES OF BLOCK 39 IN CANAL TRUSTEES SUBDIVISION IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO SAID TRACT INCLUDES PART OF LOT 1 IN THE SUBDIVISION OF LOTS 19, 20 AND 21 IN ARMSTRONG'S SUBDIVISION OF THE NORTH 3 ACRES AND LOTS 16 AND 17 IN LONERGAN'S SUBDIVISION OF THE SOUTH 2 ACRES OF BLOCK 39 IN CANAL TRUSTEES SUBDIVISION AFORESAID, ALL OF THE ABOVE BEING TAKEN AS ONE TRACT, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 22 IN LONERGAN'S SUBDIVISION, AFORESAID, THENCE WEST ALONG THE NORTH LINE OF WEST WISCONSIN STREET, AND SAID NORTH LINE EXTENDED, A DISTANCE OF 83.81 FEET TO A LINE THAT IS 50 FEET EAST OF AND PARALLEL TO THE WEST LINE OF N. ORLEANS STREET, EXTENDED NORTH; THENCE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF 100.76 FEET TO ITS INTERSECTION WITH A LINE THAT IS 44 FEET SOUTHEASTERLY OF AND PARALLEL TO THE NORTHWESTERLY LINE OF OGDEN AVENUE, AS OPENED BY ORDINANCE OF THE CITY COUNCIL; THENCE NORTHEASTERLY ALONG SAID LINE WHICH IS 44 FEET SOUTHEAST OF AND PARALLEL TO THE NORTHWESTERLY LINE OF OGDEN AVENUE, AS OPENED, A DISTANCE OF 94.83 FEET TO THE SOUTHWESTERLY LINE OF NORTH LINCOLN AVENUE, AS EXTENDED; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF NORTH LINCOLN AVENUE, EXTENDED, A DISTANCE OF 64.36 FEET TO THE SOUTHEASTERLY LINE OF NORTH OGDEN AVENUE AS OPENED; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF NORTH OGDEN AVENUE, AS OPENED, TO THE WEST LINE OF LOT 18 IN LONERGAN'S SUBDIVISION, AFORESAID; A DISTANCE OF 34.33 FEET; THENCE SOUTH ALONG THE WEST LINE LOTS 18, 19, 20, 21 AND 22 IN SAID LONERGAN'S SUBDIVISION, A DISTANCE OF 102.27 FEET, TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT D TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 29, 2015, AS DOCUMENT NUMBER 1536322061 AND RE-RECORDED JANUARY 5, 2016 AS DOCUMENT 1600516012 AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF **PARKING SPACE(S) P-15 AND P-16** AND **STORAGE LOCKER SL-1**, EACH A LIMITED COMMON ELEMENT AS DELINEATED AND DEFINED IN THE DECLARATION OF CONDOMINIUM AND ANY PLAT OF SURVEY ATTACHED THERETO AFORESAID.

COMMONLY KNOWN AS: DWELLING **UNIT 2S** AND THE EXCLUSIVE RIGHT TO USE **PARKING SPACE(S) P-15 AND P-16** AND **STORAGE LOCKER SL-1** IN THE 328 W. WISCONSIN CONDOMINIUM LOCATED AT 328 W. WISCONSIN, CHICAGO, ILLINOIS 60614.

### TAX PARCEL IDENTIFICATION NUMBER:

PIN(S): 14-33-401-070-0000 AND 14-33-401-071-0000



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## EXHIBIT B

TO THAT SPECIAL WARRANTY DEED DATED THE **AUGUST 10, 2016**, CONVEYING DWELLING UNIT **2S** AND PARKING SPACE(S) **P-15 AND P-16** AND STORAGE LOCKER **SL-1**, EACH A LIMITED COMMON ELEMENT, IN THE 328 W. WISCONSIN CONDOMINIUM AT 328 W. WISCONSIN, CHICAGO, ILLINOIS 60614.

*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(s) 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(s) 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(s) 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 Charges pursuant to Paragraph 4, if any, plus the cost of any improvements made by Purchaser to the Dwelling Unit and the Parking Space(s) 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(s) 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(s) 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(s) 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(s) 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 any claim or cause of action related to Seller's unconditional obligation to Complete the Dwelling Unit by the Required Completion Date and 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 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 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.