

UNOFFICIAL COPY

WARRANTY DEED

Statutory (Illinois)
JOINT TENANCY

Caution: Consult a lawyer before using or acting under this form. Neither the publisher nor the Seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.



17039170680

Doc# 1703917068 Fee \$42.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/08/2017 11:24 AM PG: 1 OF 3

The Grantor, WILLIAM A. O'CONNOR and JANE K. McCAHILL, Husband and Wife, of 247 SHENSTONE ROAD, RIVERSIDE, ILLINOIS 60546 for and in consideration of the sum of Ten and 00/100s-----(\$10.00) Dollars, and other good and valuable considerations in hand paid, CONVEYS and WARRANTS to JAMES DAVID BALLINGER and JENNIFER L. PARTRIDGE of 303 NORTH EAST AVENUE, OAK PARK, ILLINOIS 60302, as Husband and Wife, as Joint Tenants with rights of survivorship, the following described Real Estate situated in the County of Cook in the State of Illinois, to wit: (See Reverse Side for Legal Description)

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. To have and to hold said premises as husband and wife, as Joint Tenants forever.

FIDELITY NATIONAL TITLE

CHI 7002074
1/82

Permanent Real Estate Index Number: 15-36-106-036-0000

Address of Real Estate: LOT 4, VACANT LAND ON N. COWLEY ROAD, RIVERSIDE, ILLINOIS 60546

Dated this 2^d day of ^{February} JANUARY, 2017.

William A. O'Connor
WILLIAM A. O'CONNOR

Jane K. McCahill
JANE K. McCAHILL

State of Illinois, County of ^{LAP} Cook ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that WILLIAM A. O'CONNOR and JANE K. McCAHILL, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 2^d day of ^{February} JANUARY, 2017

[Signature]
NOTARY PUBLIC

Commission expires: _____

This instrument was prepared by Richard Shopiro, Sulzer & Shopiro, Ltd., 20 North Wacker Drive, Suite 2250, Chicago, IL 60606

Compliance or Exemption Approved
Village of Riverside



BY: _____
Date: 1/8/17

CCRD REVIEWER [Signature]

3



UNOFFICIAL COPY

LEGAL DESCRIPTION

Of premises commonly known as: LOT 4 ON N. COWLEY ROAD, RIVERSIDE, ILLINOIS 60546

LOT 4 IN FAUROT RESUBDIVISION OF LOT 996 AND PARTS OF LOT 995 AND 997 IN BLOCK 19 IN THIRD DIVISION OF RIVERSIDE IN SECTION 36, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 8, 1962 AS DOCUMENT NUMBER 18372268 IN COOK COUNTY, ILLINOIS.

Subject to: SEE ATTACHED

REAL ESTATE TRANSFER TAX		03-Feb-2017
		COUNTY: 125.00
		ILLINOIS: 250.00
		TOTAL: 375.00
15-36-106-036-0000	20170201608410	1-105-724-096

MAIL TO:

JAMES DAVID BALLINGER
247 SHENSTONE
RIVERSIDE, ILLINOIS 60546

SEND SUBSEQUENT TAX BILLS TO:

J. DAVID BALLINGER
JENNIFER PARTRIDGE
247 SHENSTONE
RIVERSIDE, ILLINOIS 60546

UNOFFICIAL COPY

Subject to on Lot 4 Deed

WHEREAS, on January 26, 2017, William O'Connor and Jane McCahill, as Sellers (collectively "Grantors"), and J. David Ballinger and Jennifer Partridge, as Purchasers (collectively "Grantees"), entered into that certain Contract ("Contract") for the purchase of the vacant lot on Cowley Road in Riverside, Illinois bearing PIN 15-36-106-036-0000 ("Cowley Lot");

WHEREAS, Grantors and Grantees have previously entered into that certain Contract for the sale and purchase of 247 Shenstone Road, Riverside, Illinois 60546 and bearing PIN 15-36-106-034-0000/ PIN 15-36-106-035-0000/ PIN 15-36-106-038-0000 ("247 Shenstone"). The Village of Riverside has refused to issue the Certificate of Compliance required to record the Deed without the inclusion of the Cowley Lot as part of the transaction with 247 Shenstone;

WHEREAS such refusal by the Village of Riverside necessitated the conveyance of this deed to the Grantees as the only way the closing on 247 Shenstone could occur;

WHEREAS, had the 247 Shenstone closing not have been consummated both the Grantors and Grantees in this deed would have incurred significant damages and irreputable harm; and

WHEREAS, this conveyance is being consummated under duress caused by the Village of Riverside;


IT IS HEREBY agreed that this conveyance is subject to the following:

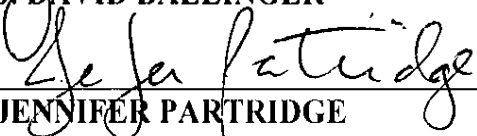
1. **GRANTORS HEREBY GRANT TO GRANTEES AN IRREVOCABLE PURCHASE OPTION RIGHT TO RE-PURCHASE THE COWLEY LOT** for a period of the latter of (a) four (4) years from the date of Closing on the Cowley Lot so long as no proceedings have been filed by Grantors (or in Grantees name) against the Village of Riverside during such time frame; or (b) should such litigation be filed which shall be filed no later than 24 months from the date of Closing, until such proceedings have been fully adjudicated and final, including any and all appeals.

2. Grantees shall execute a memorandum of such option in recordable form and tender said memorandum to Grantors for recordation.

3. The Grantors and Grantees hereby acknowledge that the sale of the Cowley Lot (Lot 4) to Grantees is being made solely to mitigate the damages being suffered by the Grantees by virtue of the unwarranted acts of the Village of Riverside and to enable the Grantors to close upon the residence they contracted to purchase located at 247 Shenstone.

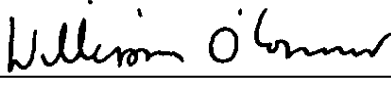
GRANTEES:

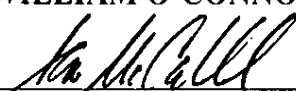


J. DAVID BALLINGER


JENNIFER PARTRIDGE

GRANTORS:



WILLIAM O'CONNOR


JANE McCAHILL