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Doc# 1709013024 Fee \$46,00

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COOK COUNTY RECORDER OF DEEDS

KAREN A.YARBROUGH

DATE: 03/31/2017 10:51 AM PG: 1 OF 5

#### This document was prepared by:

Peter N. Isaac, Esq. Brown, Udell, Pomerantz & Delrahim, LTD 225 W Illinois Street, Suite 300 Chicago, Illinois 60654

### After recording, mail to:

Kathleen Robson Gordon, Esq. 180 W. Washington St., Ste. 700 Chicago, Illinois 60602

### 170000 3074

#### SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, is made as of March 28, 2017, between AGJ 2WD OWNER 1 LLC, a Delaware limited liability company ("Grantor"), having an address at 245 Park Avenue, 26 Floor, New York, New York 10167, and Orla Mitchell, Character of March 2004 and American Address of 850 N. Lake Shore Drive, Unit 1207, Chicago, Illinois ("Grantee").

**WITNESSETH**, that Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid by Grantee(s), the receipt and sufficiency of which is hereby acknowledged, by these presents does GRANT, BARGAIN AND SELL unto Grantee, and to its successors and assigns, **FOXEVER**, all of the following described real estate, situated in the County of Cook and State of Ukinois known and described as follows ("Real Estate"), to-wit:

See Exhibit A attached hereto and by this reference made a part hereof.

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 Real Estate with the hereditaments and appurtenances: **TO HAVE AND TO HOLD** the said Real Estate, with the appurtenances, unto Grantee, and its successors and assigns forever.

RUOK

And Grantor, for itself, and its successors, does covenant, promise and agree to and with Grantee, and to its successors and assigns that is has not done or suffered to be done, anything whereby the Real Estate hereby granted is, or may be, in any manner encumbered or charged, except as herein recited; and that it WILL WARRANT AND FOREVER DEFEND, the title and quiet possession to the Real Estate against all persons lawfully claiming, or to claim the same, by, through or under Grantor, subject only to all covenants, restrictions, easements, reservations and other exceptions set forth in Exhibit B attached hereto and by this reference made a part hereof.

REAL ESTATE TRANSFER TA	<u>x</u> .	31-Mar-2017
	COUNTY:	950.00
(\$64)	ILLINOIS:	1,900.00
	TOTAL:	2,850.00
17-04-435-034-1086	20170301630420	0-534-161-088

REAL ESTATE TRANSFER TAX		30-Mar-2017
	CHICAGO:	14,250.00
	CTA:	5,700.00
	TOTAL:	19,950.00 *

1709013024 Page: 2 of 5

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IN WITNESS WHEREOF, Grantor has hereto caused the foregoing Special Warranty Deed to be signed and delivered as of the day and year first above written.

AGJ 2WD OWNER 1 LLC, a Delaware limited

liability company

Name: James D. Letchinger Authorized Signatory Its:

### **ACKNOWLEDGMENT**

STATE OF ILLPIOIS COUNTY OF COOK

Tobert Distore, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT James D. Letchinger, an authorized signatory of AGJ 2WD OWNER 1 LLC, a Delaware limited liability company, appeared before me this day in person and acknowledged that in such capacity he signed and delivered the said instrument as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 28 to day of March, 2017.

Commission expires 2 6 21

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Please send all tax bills to: Orla Mitchell 2 West Delaware Place #1682 Chicago, IC 60618

1709013024 Page: 3 of 5

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# Exhibit A Legal Description of Real Estate

#### PARCEL1:

UNIT 1602 AND GU-131 IN WALTON ON THE PARK SOUTH CONDOMINIUM, AS DELINEATED ON THE PLAT ATTACHED TO DECLARATION OF CONDOMINIUM RECORDED MAY 27, 2010 AS DOCUMENT NUMBER 1014716029, AS AMENDED FROM TIME TO TIME, BEING LOCATED ON LOT 5 IN WALTON ON THE PARK SUBDIVISION, RECORDED SEPTEMBER 10, 2008 AS DOCUMENT NUMBER 0825418053, IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 4 AND IN THE SOUTH FRACTIONAL HALF OF SECTION 3, ALL IN TOWNSHIP 39 NORTH, RANGE 14 LAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM MADE BY WALTON ON THE PARK SOUTH, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS AMENDED BY FIRST AMENDMENT RECORDED JULY 19, 2010 AS DOCUMENT NUMBER 1020039084, AND RE-RECORDED ON AUGUST 18, 2010 AS DOCUMENT NUMBER 1023010047, AND AMENDMENT RECORDED OCTOBER 17, 2011 AS DOCUMENT NUMBER 1129029068. TOGETHER WITH ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACE S-174, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM AFORESALD, PECORDED AS DOCUMENT NUMBER 1014716029, AS AMENDED FROM TIME TO TIME

GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, I'S SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT DESCRIBED HERERIN, THE RIGHTS AND EASEMENTS FOR THE PENEFIT OF SAID UNIT SET FORTH IN THE DECLARATION OF CONDOMINIUM; AND GRANTOR HEREBY RESERVES TO ITSELF, ITS SUCCESSORS, HEIRS OR ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING LAND SET FORTH THEREIN.

THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

Address: 2 West Delaware Place, Unit 1602 & GU-131, Chicago, Illinois 60610

PIN: 17-04-435-034-1086; 17-04-435-034-1331

1709013024 Page: 4 of 5

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# **Exhibit B Covenants, Restrictions, Easements, Reservations and Other Exceptions**

- (i) General real estate taxes not yet due and payable.
- (ii) Special taxes or assessments not yet due and payable and unconfirmed special assessments.
- (iii) Applicable zoning and building laws and ordinances, and any and all of the following documents that are of record: easements, covenants, restrictions, ordinances, planned developments, agreements, conditions and building lines, including without limitation the Special Service Area Ordinance recorded with the Cook County Recorder of Deeds as 91075841 and the terms and conditions of the Residential-Business Planned Development No. 1043, all as may be amended.
- Any and all encroacements; utility easements; covenants, conditions, restrictions, and (iv) building lines of record as of the date hereof; public, private and utility easements (including, without limitation, access easements, reciprocal easements and maintenance agreements, party or adjacent wall agreements and temporary construction easements and any amendments and exhibits inereto, pertaining to or affecting the Walton on the Park development, the underlying land or the building, and components thereof, and including, without limitation the following: Grant of Easements: Access over Walton on the Park South recorded as document number 0907822025, Declaration of reserved rights over the Mansion Parcels recorded as document 0907822029, Declaration of Easements for Mutual Encroachments and Maintenance of Facilities: Walton Mansions and Walton South recorded as document 0907822035, Crant of Easement: Recreational Amenities Access and Use recorded as document 0907322024, Grant of Easement: Temporary Construction Easements recorded as document 5967822026, the Reciprocal Easement Agreement recorded as document 1014716028 as amended by document 1607444025, Declaration of Easements for Access, Construction, Encroachments, and Shared Facilities Walton on the Park North and Walton on the Park South recorded as document 1013118085 and the First Amendment thereto recorded as document 1512041141 and the Second Amendment thereto which is anticipated to be recorded prior to Closing, Easement Agreement recorded as document 1013118083, Sewer Covenant recorded as document 0826822097, and Grant of Easements: Access over Walton on the Park South for the Benefit of 9 W Walton which is anticipated to be recorded subsequent to the date hereof; all as amended from time to time, and including any and all existing licenses, leases and tenancies affecting the common elements of the Property; and any and all other agreements of record, provided that none of such other agreements materially adversely affects Grantee's quiet use and enjoyment of the Unit(s) as a residential or parking condominium unit, as applicable.
- (v) Terms, provisions and conditions of the Condominium Declaration recorded May 27, 2010, as document 1014716029 as amended by First Amendment recorded July 19, 2010 as document 1020039084 and re-recorded August 18, 2010 as Document 1023010047

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and Amendment recorded October 17, 2011 as document 1129029068, including all additional amendments and exhibits thereto and documents referenced therein (the "Declaration").

- (vi) Assignment and Assumption of Declarant Rights recorded March 27, 2014 as document 1408639083 and Assignment of Declarant's and Developer's Rights recorded March 14, 2016 as document 1607419162, which Assignments may affect any documents of record.
- (vii) Grantee's mortgage, if any.
- (viii) Plats of dedication and plats of subdivision and covenants thereon, if any, including without limitation, Plat of Subdivision recorded July 27, 2010 as document 1020834063.
- (ix) Acts dore or suffered by or judgments against Grantee, or anyone claiming under Grantee.
- (x) Liens and other matters of title over which Stewart Title is willing to insure without cost to Grantee.
- (xi) Installments due after the date ne reof for assessments established under the Declaration.
- (xii) The Illinois Condominium Property Act
- (xiii) Any provisions of Grantee's agreement with Grantor which, either by their nature or by the express terms of such agreement, survive or are intended to survive the delivery of this deed.