

# 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

AFTER RECORDING MUST BE  
RETURNED TO:

Russell Novak  
367 W. Locust St, Ste 602  
Chicago, IL 60610



\*1712134036D\*

Doc# 1712134036 Fee \$64.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/01/2017 11:20 AM PG: 1 OF 14

## SPECIAL WARRANTY DEED

10000634992<sup>①</sup>

THIS INDENTURE made this 25th day of April, 2017 between LOCUST SEDGWICK 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 Russell Novak and Helen Novak, husband and wife, as tenants by the entirety with right of survivorship and not as joint tenants ("GRANTEE") of 367 W. Locust Street, Unit 602, Chicago, Illinois 60610.

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 602 AND THE EXCLUSIVE RIGHT TO USE PARKING SPACE(S) P-35 AND P-37, STORAGE UNIT SL-602 AND PRIVATE TERRACE UNIT 602, EACH A LIMITED COMMON ELEMENT LOCATED AT 367 W. LOCUST STREET IN THE SL CONDOMINIUM, CHICAGO, ILLINOIS 60610.

**P-35 is a handicap parking space (the "Parking Space"). In order to comply with the Illinois Disability Act, title to the Parking Space will be subject to the following covenant, limitation, and restriction: "Grantee and any future successor in interest to Grantee agrees at all times to comply with and be bound by the Illinois Disability Act, including, without limitation, unless Grantee has a valid Illinois Disability Plate, Grantee will allow the use of the Parking Space to any resident of SL CONDOMINIUM who has a valid Illinois Disability Plate and requires use of a handicap parking space. In such event the Grantee, or Grantee's successor in interest, may be required to provide such resident a temporary license to use the Parking Space for as long as that person requires such use and**

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**in exchange, the Grantee will use the resident's non-handicap parking space. Grantee will follow all applicable laws, rules, regulations and court decisions. In the event the resident does not have a non-handicap parking space, the resident will pay the Grantee the then-prevailing monthly parking rental rate in the parking garage. The foregoing covenant, limitation and restriction shall run in perpetuity with the Parking Space.**

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 SL CONDOMINIUM dated November 28, 2016 and recorded November 28, 2016, in the Office of the Recorder of Deeds of Cook County, Illinois, as document number 1633334030, made by LOCUST SEDGWICK 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 Paragraph 20 of the Condominium Purchase Agreement dated July 2, 2015, between LOCUST SEDGWICK LLC, an Illinois limited liability company and Russell Novak and Helen Novak 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 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.

Attached hereto and incorporated herewith as Exhibit C and Exhibit D, are the Disclaimer and Waiver of Implied Warranty of Habitability (Dwelling Unit) and Disclaimer and Waiver of Implied Warranty of Habitability (Common elements), respectively, executed by Grantee. The purpose of attaching Exhibit C and Exhibit D to this Special Warranty Deed is to make the Disclaimers and Waivers run with the land and make any successor owner of the Dwelling Unit aware of and on notice of the existence of such Disclaimers and Waivers.

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. 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 and exhibits thereto;
- iv. terms, provisions, covenants, conditions, restrictions and options in rights and easements established by the Declaration of Condominium for SL CONDOMINIUM dated November 28, 2016 and recorded November 28, 2016 as document number 1633334030, made by LOCUST SEDGWICK LLC, an Illinois limited liability company, as amended from time to time;
- v. 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;
- vi. covenants, conditions, agreements, including the water and sewer covenant with the city of Chicago, building lines and restrictions of record;
- vii. Grant of Easement dated March 31, 2016 and recorded June 8, 2016 as document 1616018180 by

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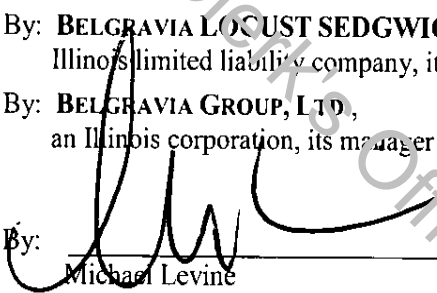
SL Condominium Association in favor of Comcast of Chicago, Inc. Terms, provisions and conditions contained therein.


- viii. Easement agreement dated June 20, 2016 and recorded June 20, 2016 as document 1617245053 by and between F. Ned Dikmen and Locust Sedgwick LLC. Terms, provisions and conditions contained therein and the rights of the adjoining owners to the concurrent use of the easement described therein;
- ix. applicable building and zoning laws, statutes, ordinances and restrictions;
- x. roads and highways, if any;
- xi. leases and licenses affecting Common Elements governed and operated by the Association;
- xii. 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;
- xiii. matters over which the Title Company (as hereinafter defined) is willing to insure;
- xiv. acts done or suffered by the Purchaser or anyone claiming by, through or under the Purchaser;
- xv. Purchaser's mortgage, if any; and
- xvi. Terms, provisions, reservations and restrictions contained in the Special Warranty Deed dated **April 25, 2017** made by and between LOCUST SEDGWICK LLC, an Illinois limited liability company, and **Russell Novak and Helen Novak**, specifically LOCUST SEDGWICK LLC's right to repurchase the Dwelling Unit, as contained in Paragraph 20 of the Condominium Purchase Agreement, and Exhibits C and D attached hereto containing the Waiver and Disclaimer of Implied Warranty of Habitability (Dwelling Unit) and the Waiver of Disclaimer of Implied Warranty of Habitability (Common Elements), respectively.



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.

**LOCUST SEDGWICK LLC**,  
 an Illinois limited liability company  
 By: **BELGRAVIA LOCUST SEDGWICK LLC**, an  
 Illinois limited liability company, its manager  
 By: **BELGRAVIA GROUP, LTD.**,  
 an Illinois corporation, its manager

By:   
 Michael Levine  
 Its: Authorized Signatory

REAL ESTATE TRANSFER TAX		01-May-2017
	CHICAGO:	11,231.25
	CTA:	4,492.50
	<b>TOTAL:</b>	<b>15,723.75 *</b>

REAL ESTATE TRANSFER TAX		01-May-2017
	COUNTY:	748.75
	ILLINOIS:	1,497.50
	<b>TOTAL:</b>	<b>2,246.25</b>

17-04-436-001-0000 | 20170401644185 | 1-036-758-720

17-04-436-001-0000 | 20170401644185 | 1-987-248-576

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

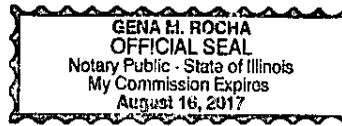
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STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Michael Levine, Authorized Signatory of BELGRAVIA LOCUST SEDGWICK LLC, BELGRAVIA GROUP, LTD., the manager of Belgravia LOCUST SEDGWICK LLC, the manager of **LOCUST SEDGWICK 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 April 25, 2017.

*Genia M. Rocha*  
Notary Public



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

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Send Subsequent Tax Bills To:

*Russell Novak*

*367 W. Locust St. Unit 602*

*Chicago, IL 60610*

Clerk's Office

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## EXHIBIT A LEGAL DESCRIPTION OF PARCEL

DWELLING UNIT 602 IN THE SL CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

### **PARCEL 1:**

LOTS 23, 24, 25 AND 26 IN BLOCK 8 IN DELAVAN'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. CONTAINING 13,004 SQ.FT. OR 0.30 ACRES MORE OR LESS.

### **PARCEL 2:**

LOT 6 IN BLOCK 28 IN JOHNSTON ROBERTS AND STORR'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. CONTAINING 5,914 SQ.FT. OR 0.13 ACRES MORE OR LESS

### **PARCEL 3:**

LOT 5 IN BLOCK 28 IN JOHNSTON ROBERTS AND STORR'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. CONTAINING 5,467 SQ. FT. OR 0.13 ACRES MORE OR LESS.

WHICH SURVEY IS ATTACHED TO AS EXHIBIT D TO THE DECLARATION OF CONDOMINIUM RECORDED NOVEMBER 28, 2016 AS DOCUMENT NUMBER 1633334030, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

### **PARCEL 4:**

AN EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1, 2 AND 3 FOR THE PURPOSES OF A PORTION OF THE STRUCTURE BUILT ON THE EASEMENT PARCEL AND INGRESS AND EGRESS AS SET FORTH AN EASEMENT AGREEMENT DATED JUNE 20, 2016 AND RECORDED JUNE 20, 2016 AS DOCUMENT 1617245053.

### **PARCEL 5:**

THE EXCLUSIVE RIGHT TO THE USE OF **PARKING SPACE(S) P-35 AND P-37, STORAGE UNIT SL-602 AND PRIVATE TERRACE UNIT 602**, 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 602 AND THE EXCLUSIVE RIGHT TO USE **PARKING SPACE(S) P-35 AND P-37, STORAGE UNIT SL-602 AND PRIVATE TERRACE UNIT 602** LOCATED AT **367 W. LOCUST STREET** IN THE SL CONDOMINIUM, CHICAGO, ILLINOIS 60610.

### TAX PARCEL IDENTIFICATION NUMBER:

17-04-436-001-0000; 17-04-436-002-0000; 17-04-436-019-0000; 17-04-436-061-0000

AFFECTS LAND AND OTHER PROPERTY

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## EXHIBIT B

TO THAT SPECIAL WARRANTY DEED DATED THE **APRIL 25, 2017**, CONVEYING DWELLING UNIT **602** AND PARKING SPACE(S) **P-35** AND **P-37**, STORAGE UNIT **SL-602** AND PRIVATE TERRACE UNIT **602**, EACH A LIMITED COMMON ELEMENT, IN THE SL CONDOMINIUM AT **367 W. LOCUST STREET**, CHICAGO, ILLINOIS 60610.

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

20. **REMEDY.** Except for any claim or cause of action for breach of warranty and **OR** 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 fourteen (14) 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. **Notwithstanding anything to the contrary, in the event Seller intends to tender to Purchaser the Purchase Price and all other costs and expenses as detailed herein, then in lieu of Purchaser having to tender title of the dwelling unit to Seller, Purchaser shall have the right not to tender title to the dwelling unit in consideration for Purchaser releasing or withdrawing its claim against Seller.**

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## EXHIBIT C

TO THAT SPECIAL WARRANTY DEED DATED THE **APRIL 25, 2017**, CONVEYING DWELLING **UNIT 602** AND PARKING SPACE(S) **P-35** AND **P-37**, STORAGE UNIT **SL-602** AND PRIVATE TERRACE UNIT **602**, EACH A **LIMITED COMMON ELEMENT**, IN THE SL CONDOMINIUM AT **367 W. LOCUST STREET**, CHICAGO, ILLINOIS 60610.

(See Attached)

**WAIVER AND DISCLAIMER OF IMPLIED WARRANTY OF HABITABILITY  
(DWELLING UNIT)**

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## SL CONDOMINIUM

### WAIVER AND DISCLAIMER OF IMPLIED WARRANTY OF HABITABILITY (DWELLING UNIT)

This Waiver and Disclaimer is attached to and made a part of a certain Condominium Purchase Agreement dated **July 2, 2015** (the "Purchase Agreement") by and between LOCUST SEDGWICK LLC, an Illinois limited liability company ("Seller"), and **Russell Novak and Helen Novak** ("Purchaser") for the sale of Dwelling Unit 602 located at **367 W. Locust Street**, Chicago, Illinois 60610 at SL CONDOMINIUM.

1. IMPLIED WARRANTY OF HABITABILITY. Illinois law provides that every contract for the construction of a new home or renovated home, as here, carries with it a warranty that when completed, the home will be free of defects and will be fit for its intended use as a home ("Implied Warranty of Habitability"). This law further provides that this Implied Warranty of Habitability does not have to be in writing to be a part of the contract and it covers not only structural and mechanical defects such as may be found in the foundation, roof, masonry, heating, electrical and plumbing, but it also covers any defect in workmanship which may not easily be seen by Purchaser. However, the law also provides that a seller and purchaser may agree in writing, as here, that this Implied Warranty is not included as a part of their particular agreement. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL ANY DISCLAIMER OF WARRANTY RELIEVE THE SELLER OF ITS UNCONDITIONAL OBLIGATION TO COMPLETE THE DWELLING UNIT BY THE REQUIRED COMPLETION DATE, subject only to time extensions caused by events or conditions that are sufficient to constitute an excuse to performance of a contract under Illinois Law such as those events creating an impossibility of performance or a frustration of purpose.

2. WAIVER-DISCLAIMER. SELLER, LOCUST SEDGWICK LLC, HEREBY DISCLAIMS AND PURCHASER(S), RUSSELL NOVAK AND HELEN NOVAK, HEREBY WAIVE(S) THE IMPLIED WARRANTY OF HABITABILITY DESCRIBED IN PARAGRAPH 1 ABOVE AND HE/SHE/THEY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT IT IS NOT A PART OF THE PURCHASE AGREEMENT. SELLER AND PURCHASER(S) HEREBY ACKNOWLEDGE THAT THE FOREGOING DISCLAIMER AND WAIVER APPLIES TO THE DWELLING UNIT AND THE PARKING SPACE(S). THE FOREGOING WAIVER BY PURCHASER IS IN FAVOR OF LOCUST SEDGWICK LLC, BELGRAVIA LOCUST SEDGWICK LLC, BELGRAVIA GROUP, LTD., AND ANY OF THEIR RESPECTIVE MANAGERS, MEMBERS, OFFICERS, DIRECTORS, SHAREHOLDERS, OWNERS AND/OR PARTNERS ("RELEASED PARTIES"). IN ADDITION, PURCHASER ACKNOWLEDGES AND AGREES THAT THE FOREGOING WAIVER AND DISCLAIMER OF IMPLIED WARRANTY OF HABITABILITY (DWELLING UNIT) RUNS WITH



**UNOFFICIAL COPY**

THE LAND AND IN FURTHERANCE THEREOF SELLER WILL RECORD A COPY OF THIS WAIVER AND DISCLAIMER OF IMPLIED WARRANTY OF HABITABILITY (DWELLING UNIT) AS AN EXHIBIT TO THE SPECIAL WARRANTY DEED FROM SELLER TO PURCHASER. PURCHASER AGREES TO MAKE ANY SUBSEQUENT OWNER OF THE DWELLING UNIT AWARE OF THE FOREGOING DISCLAIMER AND WAIVER OF IMPLIED WARRANTY OF HABITABILITY (DWELLING UNIT) IN FAVOR OF THE RELEASED PARTIES AND AGREES TO INCLUDE A DISCLAIMER AND WAIVER OF IMPLIED WARRANTY OF HABITABILITY (DWELLING UNIT) IN FAVOR OF THE RELEASED PARTIES IN ANY SUBSEQUENT INSTRUMENTS TRANSFERRING TITLE TO THE DWELLING UNIT.

PURCHASER(S) ACKNOWLEDGE(S) THAT HE/SHE HAS (THEY HAVE) READ, UNDERSTAND(S) AND ACCEPT(S) THE CONTENTS OF THIS PARAGRAPH 2.

RN  
PURCHASER INITIAL

AKN  
PURCHASER INITIAL

3. EXPRESS WARRANTIES. Included in the Purchase Agreement is a Certificate of Limited Warranty which is referenced in Paragraph 17 and attached to the Purchase Agreement as Exhibit F. Seller agrees to comply with the provisions of the Certificate of Limited Warranty and Purchaser accepts the Certificate of Limited Warranty in consideration of and as a substitute for the Implied Warranty of Habitability described in Paragraph 1 above which Purchaser has waived in favor of the Released Parties.

PURCHASER(S) ACKNOWLEDGE(S) THAT HE/SHE HAS (THEY HAVE) READ, UNDERSTAND(S) AND ACCEPT(S) THE CONTENTS OF THIS PARAGRAPH 3.

RN  
PURCHASER INITIAL

AKN  
PURCHASER INITIAL

4. EFFECT AND CONSEQUENCES OF THIS WAIVER-DISCLAIMER. Purchaser acknowledges and understands that if a dispute arises with Seller and the dispute results in a lawsuit, Purchaser will not be able to rely upon the Implied Warranty of Habitability described in Paragraph 1 above, as a basis for suing Seller or any of the Released Parties or as the basis of a defense if Seller sues Purchaser. Purchaser may, however, rely only on the written Certificate of Limited Warranty referred to in Paragraph 3 above.

(SIGNATURE PAGE FOLLOWS)

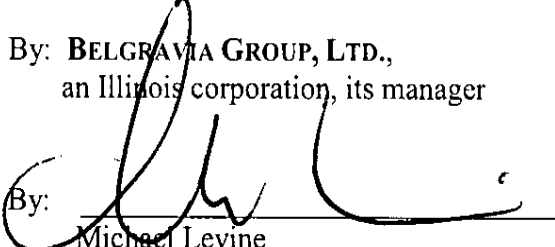
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**SELLER:**

**LOCUST SEDGWICK LLC,**  
an Illinois limited liability company

By: **BELGRAVIA LOCUST SEDGWICK LLC,** an  
Illinois limited liability company, its manager

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


By:   
Michael Levine  
Its: Authorized Signatory

Date: April 25, 2017

**I (WE) AS PURCHASER(S), HAVE READ AND DO UNDERSTAND THIS DOCUMENT AND I (WE) HAVE HAD AN OPPORTUNITY TO SEEK PROFESSIONAL ADVICE CONCERNING ITS CONTENTS INCLUDING THE WAIVER IN FAVOR OF THE RELEASED PARTIES.**

**PURCHASER(S):**

  
\_\_\_\_\_  
Russell Novak

  
\_\_\_\_\_  
Helen Novak

Dated: April 25, 2017

Property of Cook County Clerk's Office

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## EXHIBIT D

TO THAT SPECIAL WARRANTY DEED DATED THE **APRIL 25, 2017**, CONVEYING DWELLING **UNIT 602** AND **PARKING SPACE(S) P-35** AND **P-37**, **STORAGE UNIT SL-602** AND **PRIVATE TERRACE UNIT 602**, EACH A **LIMITED COMMON ELEMENT**, IN THE SL CONDOMINIUM AT **367 W. LOCUST STREET**, CHICAGO, ILLINOIS 60610.

(See Attached)

**WAIVER AND DISCLAIMER OF IMPLIED WARRANTY OF HABITABILITY  
(COMMON ELEMENTS)**

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# UNOFFICIAL COPY

## SL CONDOMINIUM

### WAIVER AND DISCLAIMER OF IMPLIED WARRANTY OF HABITABILITY (COMMON ELEMENTS)

This Waiver-Disclaimer is attached to and made a part of a certain Condominium Purchase Agreement dated **July 2, 2015** (the "Purchase Agreement") by and between LOCUST SEDGWICK LLC , an Illinois limited liability company ("Seller"), and **Russell Novak and Helen Novak** ("Purchaser") for the sale of Dwelling **Unit 602** located at **367 W. Locust Street**, Chicago, Illinois 60610 in SL CONDOMINIUM.

1. **IMPLIED WARRANTY OF HABITABILITY.** Illinois law provides that every contract for the construction of a new or renovated home, as here, carries with it a warranty that when completed, the home will be free of defects and will be fit for its intended use as a home ("Implied Warranty of Habitability"). This law further provides that this Implied Warranty of Habitability does not have to be in writing to be a part of the contract and it covers not only structural and mechanical defects such as may be found in the foundation, roof, masonry, heating, electrical and plumbing, but it also covers any defect in workmanship which may not easily be seen by Purchaser. However, the law also provides that a seller and purchaser may agree in writing, as here, that this Implied Warranty is not included as a part of their particular agreement. **NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL ANY DISCLAIMER OF WARRANTY RELIEVE THE SELLER OF ITS UNCONDITIONAL OBLIGATION TO COMPLETE THE DWELLING UNIT BY THE REQUIRED COMPLETION DATE**, subject only to time extensions caused by events or conditions that are sufficient to constitute an excuse to performance of a contract under Illinois Law such as those events creating an impossibility of performance or a frustration of purpose.

2. **WAIVER-DISCLAIMER.** **SELLER, LOCUST SEDGWICK LLC, HEREBY DISCLAIMS AND PURCHASER, RUSSELL NOVAK AND HELEN NOVAK, AND SL CONDOMINIUM ASSOCIATION (THE "ASSOCIATION") HEREBY WAIVE THE IMPLIED WARRANTY OF HABITABILITY DESCRIBED IN PARAGRAPH 1 ABOVE AND THEY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT IT IS NOT A PART OF THE PURCHASE AGREEMENT OR THE CERTIFICATE OF LIMITED WARRANTY DELIVERED TO PURCHASER AT CLOSING. THE FOREGOING WAIVER BY PURCHASER IS IN FAVOR OF LOCUST SEDGWICK LLC, BELGRAVIA LOCUST SEDGWICK LLC, BELGRAVIA GROUP, LTD., AND ANY OF THEIR RESPECTIVE MANAGERS, MEMBERS, OFFICERS, DIRECTORS, SHAREHOLDERS, OWNERS, AND/OR PARTNERS (COLLECTIVELY THE "RELEASED PARTIES"). IN ADDITION, PURCHASER ACKNOWLEDGES AND AGREES THAT THE FOREGOING WAIVER AND DISCLAIMER OF IMPLIED WARRANTY OF HABITABILITY (COMMON ELEMENTS) RUNS WITH THE LAND AND IN FURTHERANCE THEREOF SELLER WILL RECORD A COPY OF THIS WAIVER AND DISCLAIMER OF IMPLIED WARRANTY OF HABITABILITY (COMMON ELEMENTS) AS AN EXHIBIT TO THE SPECIAL WARRANTY DEED FROM SELLER TO PURCHASER. PURCHASER AGREES TO MAKE ANY SUBSEQUENT OWNER**

# UNOFFICIAL COPY

OF THE DWELLING UNIT AWARE OF THE FOREGOING DISCLAIMER AND WAIVER OF IMPLIED WARRANTY OF HABITABILITY (COMMON ELEMENT) IN FAVOR OF THE RELEASED PARTIES AND AGREES TO INCLUDE A DISCLAIMER AND WAIVER OF IMPLIED WARRANTY OF HABITABILITY (COMMON ELEMENTS) IN FAVOR OF THE RELEASED PARTIES IN ANY SUBSEQUENT INSTRUMENTS TRANSFERRING TITLE TO THE DWELLING UNIT.

**PURCHASER(S) ACKNOWLEDGE(S) THAT HE/SHE HAS (THEY HAVE) READ, UNDERSTAND(S) AND ACCEPT(S) THE CONTENTS OF THIS PARAGRAPH 2.**

RW  
PURCHASER INITIAL

SKN  
PURCHASER INITIAL

3. EXPRESS WARRANTIES. Included in the Purchase Agreement is a Certificate of Limited Warranty which is referenced in Paragraph 17 and attached in the Purchase Agreement as Exhibit G. Seller agrees to comply with the provisions of the Certificate of Limited Warranty and Purchaser accepts the Certificate of Limited Warranty in consideration of and as a substitute for the Implied Warranty of Habitability described in Paragraph 1 above which Seller has waived in favor of the Released Parties.

**PURCHASER(S) ACKNOWLEDGE(S) THAT HE/SHE HAS (THEY HAVE) READ, UNDERSTAND(S) AND ACCEPT(S) THE CONTENTS OF THIS PARAGRAPH 3.**

RW  
PURCHASER INITIAL

SKN  
PURCHASER INITIAL

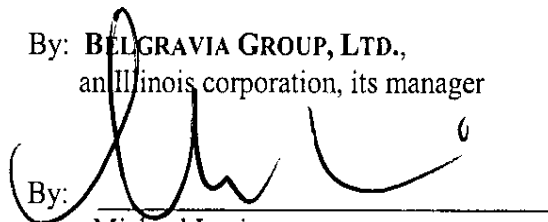
4 EFFECT AND CONSEQUENCES OF THIS WAIVER-DISCLAIMER. Purchaser acknowledges and understands that if a dispute arises with Seller and the dispute results in a lawsuit, Purchaser will not be able to rely upon the Implied Warranty of Habitability described in Paragraph 1 above, as a basis for suing Seller or any of the Related Parties or as the basis of a defense if Seller sues Purchaser.

**SELLER:**

**LOCUST SEDGWICK LLC,**  
an Illinois limited liability company

By: **BELGRAVIA LOCUST SEDGWICK LLC,** an  
Illinois limited liability company, its manager

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

By:   
Michael Levine

Its: Authorized Signatory

Date: April 25, 2017

# UNOFFICIAL COPY

THE CONDOMINIUM ASSOCIATION AND THE UNDERSIGNED PURCHASER(S) HAVE READ AND DO UNDERSTAND THIS DOCUMENT AND HAVE WE HAD AN OPPORTUNITY TO SEEK PROFESSIONAL ADVICE CONCERNING ITS CONTENTS.

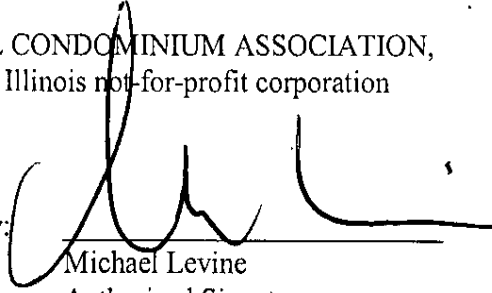
PURCHASER(S):

SL CONDOMINIUM ASSOCIATION,  
an Illinois not-for-profit corporation



Russell Novak

By:



Michael Levine

Its: Authorized Signatory

Dated: April 25, 2017



Helen Novak

Dated: April 25, 2017

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