



Doc# 1722141037 Fee \$44.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/09/2017 10:42 AM PG: 1 OF 4

170850500123

1/3

**WARRANTY DEED AND MEMORANDUM OF LEASE**

THIS WARRANTY DEED AND MEMORANDUM OF LEASE ("Deed") is given this 31<sup>st</sup> day of July, 2017, by ERIC M. SCHULTZ and JENNIFER B. SCHULTZ, ("Grantor") of Chicago, Illinois, as Settlers and Initial Trustees of the Revocable Living Trust Agreement of Eric M. Schultz and Jennifer B. Schultz, to YOUNGYOUTH ONTHUAM and WANTANEE PATCHARASAKMONGKOL, ("Grantees") residents of Chicago, Illinois, husband and wife of Chicago, Illinois, to have and to hold not as tenants in common and not as joint tenants but as Tenants by the Entirety

**RECITALS**

1. Orchard Park Limited Partnership (OPLP), as tenant, and the Housing Authority of the City of Chicago, Illinois, as landlord, (the "Ground Lessor") have previously entered into that certain Ground Lease Agreement dated as of February 10, 1995, a memorandum of which was recorded in the Office of the Cook County Recorder of Deeds on April 27, 1995 as Document Number 95278768 as amended by that Amendment to Ground Lease dated July 1, 1996 a memorandum of which was recorded in the Office of the Cook County Recorder of Deeds on September 6, 1996 as Document Number 96683221 as further amended by that Second Amendment to Ground Lease dated December 30, 1996 a memorandum of which was recorded in the Office of the Cook County Recorder of Deeds on December 31, 1996 as Document Number 96983508 (the "Master Lease") affecting certain real property of which the Real Estate (as hereinafter defined) is a part. The term of the Master Lease expires on November 30, 2093, which term may be extended under certain conditions for an additional consecutive ninety-nine (99) year period.

2. OPLP, as tenant, having entered into that certain Residential Lot Lease dated April 29, 1998 (the "Lot Lease"), by the terms of which OPLP leased the real estate (except the improvements thereon), together with all rights, privileges, easements and appurtenances thereto, described in the legal description attached hereto as Exhibit A \* (the "Real Estate") for a term ending one day prior to the expiration of the then existing term of the Master Lease.

REAL ESTATE TRANSFER TAX

03-Aug-2017

17-04-101-081-0000 | 20170701698630 | 2-070-086-592



COUNTY: 364.50  
ILLINOIS: 729.00  
TOTAL: 1,093.50

REAL ESTATE TRANSFER TAX 03-Aug-2017

CHICAGO: 5,467.50  
CTA: 2,187.00  
TOTAL: 7,654.50



17-04-101-081-0000 | 20170701698630 | 2-035-975-104  
\* Total does not include any applicable penalty or interest due.

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# UNOFFICIAL COPY

3. The Deed is a memorandum of the Lot Lease. This Deed is not a complete summary of the Lot Lease. The provisions in this Deed shall not be used in interpreting the provision of the Lot Lease.

4. The Real Estate is improved with a townhome and ancillary facilities including driveways, curbs, site lighting, fences, sidewalks and landscaping (the "Improvements").

5. In connection with the lease of the Real Estate to Grantor, pursuant to the Lot Lease, Grantor desires to assign and convey and Grantee desires to accept such assignment and title to the Improvements located on the Real Estate.

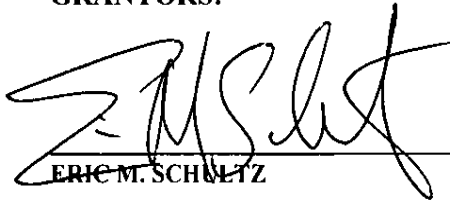
Now, therefore, in consideration of the foregoing Recitals (which are incorporated herein by this reference) and the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration paid by Grantee (the receipt of which Grantor acknowledges), Grantor does hereby convey and warrant to Grantee the Improvements located on the Real Estate, subject to the following permitted exceptions:

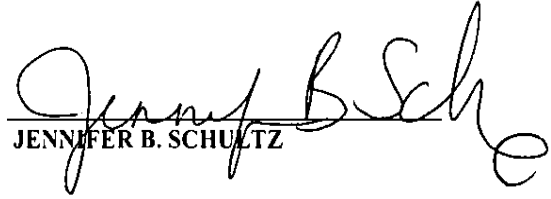
- (1) current non-delinquent real estate taxes and taxes for subsequent years;
- (2) special taxes or assessments for improvements not yet completed and other assessments or installments which are not due and payable at the time of Closing;
- (3) plat of subdivision affecting the Improvements (now or hereinafter recorded);
- (4) public, private and utility easements;
- (5) covenants, conditions and restriction of record;
- (6) applicable zoning and building laws, ordinances and restrictions, as amended from time to time;
- (7) Declaration of Easements, Restrictions and Covenants for Orchard Park;
- (8) party walls;
- (9) alleys, roads and highways (if any);
- (10) matters over which the title insurer is willing to insure;
- (11) acts done or suffered by Grantee;
- (12) Grantee's mortgage;
- (13) terms, conditions and restrictions of the Master Lease; and
- (14) Declaration of Trust in favor of U.S. Department of Housing and Urban Development affecting the fee ownership of the Ground Lessor.

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Grantor has executed this Deed as of the date first written above.

**GRANTORS:**

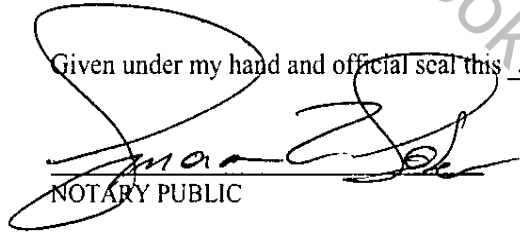
  
ERIC M. SCHULTZ

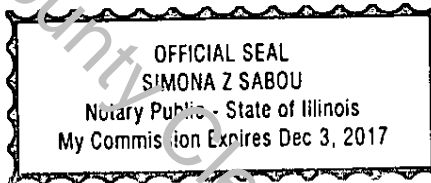
  
JENNIFER B. SCHULTZ

STATE OF ILLINOIS ) ss  
COUNTY OF COOK )

I, the undersigned, a Notary Public licensed in Cook County, Illinois, certify that **ERIC M. SCHULTZ and JENNIFER B. SCHULTZ**, personally known to me to be the same person(s) who subscribed 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.

Given under my hand and official seal this 27 day of JULY, 2017.

  
NOTARY PUBLIC



- \* This instrument prepared by: Aldon W. Patt,  
120 W. Madison St., Suite 200-60, Chicago, IL 60602.
- \* Mail recorded Deed to: Youngyuth Onthuam & Wantanee Patcharasakmongkol  
1525 N. Clybourn, Unit E, Chicago, Illinois 60610
- \* Send subsequent tax bills to: Youngyuth Onthuam & Wantanee Patcharasakmongkol  
1525 N. Clybourn, Unit E, Chicago, Illinois 60610

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## LEGAL DESCRIPTION

**Permanent Index Number:**

Property ID: 17-04-101-081-0000

**Property Address:**1525 N. Clybourn Ave., Unit E  
Chicago, IL 60610**EXHIBIT A****Legal Description:**

PARCEL 1: LEASEHOLD ESTATE CREATED BY INSTRUMENT (REFERRED TO HEREIN AS THE SUBLEASE), A MEMORANDUM OF WHICH WAS RECORDED JULY 6, 1998 AS DOCUMENT NUMBER 98574761, AS AMENDED FROM TIME TO TIME, WHICH DEMISES THE LAND BUT NOT THE IMPROVEMENTS THEREON FOR A TERM OF YEARS BEGINNING DECEMBER 30, 1996 AND ENDING DECEMBER 30, 2093; BEING A SUBLEASE OF PART OF THAT LEASEHOLD ESTATE CREATED BY INSTRUMENT DATED FEBRUARY 1, 1995 (REFERRED TO HEREIN AS THE GROUND LEASE) A MEMORANDUM OF WHICH WAS RECORDED APRIL 27, 1995 AS DOCUMENT NUMBER 95278768, AS AMENDED FROM TIME TO TIME, WHICH DEMISES THE LAND AND OTHER LAND FOR A TERM OF YEARS BEGINNING APRIL 7, 1995 AND ENDING NOVEMBER 30, 2093.

SUB PARCEL A: LOT 5 IN BLOCK 3 IN ORCHARD PARK SUBDIVISION, BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 7, 1998 AS DOCUMENT 98901233 IN COOK COUNTY, ILLINOIS.

SUB PARCEL B: EASEMENT FOR INGRESS AND EGRESS IN FAVOR OF PARCEL 1 AS CREATED, DEFINED AND LIMITED BY INSTRUMENT (DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR ORCHARD PARK) DATED DECEMBER 30, 1996 AND RECORDED DECEMBER 31, 1996 AS DOCUMENT NUMBER 96983509 OVER, UPON AND ACROSS THE COMMON AREA (AS DEFINED AND DESCRIBED THEREIN).

SUB PARCEL C: EASEMENT FOR INGRESS AND EGRESS IN FAVOR OF PARCELS 1 AND 2 AS CREATED AND DEFINED AND LIMITED BY INSTRUMENT (EASEMENT AGREEMENT) RECORDED SEPTEMBER 6, 1996 AS DOCUMENT NUMBER 96683222 OVER, UPON AND ACROSS PRIVATE STREET.

PARCEL 2: IMPROVEMENTS (BUT NOT THE COMMON AREA IMPROVEMENTS) AS CREATED, DEFINED AND LIMITED BY INSTRUMENT (DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR ORCHARD PARK) DATED DECEMBER 30, 1996 AND RECORDED DECEMBER 31, 1996 AS DOCUMENT 96983509 LOCATED ON THE LAND.