### **UNOFFICIAL COPY**

Doc#. 1807401096 Fee: \$54.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 03/15/2018 09:44 AM Pg: 1 of 4

Dec ID 20180201605444

ST/CO Stamp 0-485-521-952 ST Tax \$113.00 CO Tax \$56.50

#### SPECIAL WARRANTY DEED

THIS INDENTURE, made this 29<sup>th</sup> day of January 2018 between American Revival Company, NFP, an Illinois not-for-profit corporation 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 its

office at 250° Fast Devon, Suite 200, Des Plaines, IL 60018, party of the first part, and Twanna To Berry, an individual residing at 426 W. 6958 S. Wolcott Avenue, Chicago, IL 60636, party of the second part, WINT SSSETH, that the party of the first party, for and in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid, and pursuant to authority giver by the Manager of said limited liability company, by these presents does REMISE, RELEASE, ALIFN AND CONVEY unto the party of the second party, and to her heirs and assigns FOREVER, all the following described land, situated in the County of Cook and State of Illinois known and described as folk ws, to-wit:

PIN: 24-10-225-016-1004 Property /address: 9813 S. Keeler Ave., Unit C, Oak Lawn, IL 60453

Legal Description: See Exhibit A attached heret and mad a part hereof.

Subject to: See Exhibit B attached hereto and made a part hereof.

Together with all and singular the hereditaments and appurer ances thereunto belonging, or in anywise appertaining, and the reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the party of the first part, 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 appurtenances, unto the party of the second part, her heirs and assigns forever

Party of the first part also hereby grants to the party of the second part, her successor, and assigns, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium, aforesaid, and party of the first part reserves to itself, its successor and assigns, the rights and easements set forth in said Lec aration for the benefit of the remaining property described 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.

And the party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the party of the second part, its 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

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charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND FOREVER DEFEND.

After Recording Return to:

TWanna F. Bryant-Berry 9813 S. Keeler Ave. Uni+C Oak Lawn, IL 60453

Party of the second party (also herein, "Grantee"), on Grantee's behalf, and on behalf of it successors and assigns, and in acknowledgment and consideration of the benefit received by Grantee that will result from Grantee's purchase of the real estate at a price below its fair market value, covenants that at all times prior to five (5) years from the date of this Special Warranty Deed, Grantee shall not sell or otherwise directly or indirectly transfer ownership of the real estate except to a Qualified Family (as defined below) and except for the transfer of a security interest in the real estate to Grantee's mortgagee. Any transfer of ownership (x) resulting from the Grantee's death and occurring pursuant to (i) the terms of a written land trust, personal trust or will, or (ii) state intestacy law, or (y) that simply consists of Grantee's transfer of the real estate to a land trust or personal trust of which Grantee is the sole beneficiary and holder of power of direction, as applicable, shall not be subject to the foregoing transfer restriction, provided, however that the transferee in any such transfer shall be bound by the foregoing affordable housing covenant.

As used herein: "Qualified Family" shall man one or more individuals, whether or not related by blood or marriage, earning not more than one hundred twenty percent (%120) of the Chicago-area median income, adjusted for family size, as such armal income are determined from time to time by the United States Department of Housing and Urban Development.

The foregoing covenant may be waived or modified in writing by the City of Chicago, acting through its Department of Housing, or any successor department thereto("DOH"), upon a showing of undue hardship or changed circumstances that would make the enforcement of such covenant inequitable or impractical, as determined by DOH, in its sole direction.

This covenant shall run with the land and shall inure to the benefit of and be binding upon all parties having any right, title or interest in the real estate or any part thereof, their successors and assigns. Each successor grantee of Grantee, by the acceptance of a deed of conveyance, accepts said deed for himself, his heirs, representatives, successors, lessees, grantees and mortgagees, subject to all restrictions, conditions, covenants and reservations and the jurisdiction, right and powers created or reserved by this covenant. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation or transfer, to the covenant contained herein, shall be binding upon any such grantee, mortgagee or trustee and their successors and assigns as fully recited and set forth in their entirety in such documents. Further, the rights, liabilities and obligations set forth herein shall attach to and run with the ownership of the real estate or any part thereof, and may not be severed or alienated from such ownership.

GRANTEE, BY ITS ACCEPTANCE AND RECORDING OF THE SPECIAL WARRANTY DEED, ACKNOWLEDGES AND AGREES THAT TO THE EXTENT THE ABOVE AFFORDABILITY COVENANT COULD BE DEEMED A RESTRAINT ON ALIENATION, THAT ANY SUCH RESTRAINT IS REASONABLE AND IS SUPPORTED BY ADEQUATE CONSIDERATION. THE GRANTEE ACKNOWLEDGES THAT THE CITY SHALL HAVE THE RIGHT TO SEEK THE SPECIFIC PERFORMANCE OF THE COVENANT CONTAINED

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HEREIN, TO ENJOIN ANY TRANSFER THAT IS INCONSISTENT WITH THE FOREGOING RESTRICTIVE COVENANT AND TO PURSUE SUCH OTHER EQUITABLE AND LEGAL REMEDIES AS MAY BE APPROPRIATE.

IN WITNESS WHEREOF, said party of the first part has caused its name to be signed to these presents by authorized Agent, the day and year first written above.

	Real Estate Transfer Tax			
of Oak Lawn	\$5	01.445	Am	erican Revival Company, NFP
Village of Oak Lawn	Real :state Trans	01929	By:	Marek Loza, its President
Village of	Real Estate Trans	s(e) Tax Village	Beal Fetato T	,
Oak Lawn	\$50	of	" Totale Hall	sfer Tax
·—	·	04015 Oak Law	n \$500	02154
STATE OF ILLINOIS )				
COUNT	Y OF COO	) ss. (K )		

I, the undersigned, a Notary Public is, and for the County and State aforesaid, DO HEREBY CERTIFY THAT, Marek Loza, personally known to me to be the President of AMERICAN REVIVAL COMPANY, NFP, an Illinois not-for-profit corporation, and 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 as such President, he signed and delivered the said instrument, pursuant to the authority given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and official seal, this 26th day of January 2018.

OFFICIAL SEAL
CLAUDIA M DYBALA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/17/19

NOTARY PUBLIC

Prepared By: Reveliotis Law, P.C. 1030 Higgins Road, Suite 101 Park Ridge, IL 60068

Send Subsequent Tax Bills To:

Twanna F. Bryant-Berry 9813 S. Keeler Ave., UnitC Dak Lawn, IL 60453

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### LEGAL DESCRIPTION

Order No.: 17PSA681009LP

For APN/Parcel ID(s): 24-10-225-016-1004

UNITS 4 AND 4G TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN PARKSHIRE ESTATES CONDOMINIUM NO. 1 AS DELINEATED AND DEFINED IN JR.
FSELDAN, IN C.

COLINIA CIERTS OFFICE THE DECLARATION RECORDED AS DOCUMENT NO. 20132073, AS AMENDED, IN THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. ILLINOIS.