

# UNOFFICIAL COPY

**THIS DOCUMENT WAS PREPARED BY:**

Clarissa Y. Cutler  
Attorney at Law  
155 North Michigan Ave., Suite 500  
Chicago, IL 60601

Doc# 1811447059 Fee: \$66.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/24/2018 12:14 PM Pg: 1 of 10

Dec ID 20180401646239  
ST/CO Stamp 0-313-129-248 ST Tax \$599.00 CO Tax \$299.50  
City Stamp 1-574-503-712 City Tax: \$6,289.50

**AFTER RECORDING RETURN TO:**

LEONARD D Litwin  
205 W. Randolph St.  
Suite 1410  
Chicago, IL 60606

**SPECIAL WARRANTY DEED**

THIS INDENTURE made this 17<sup>th</sup> day of April, 2018 between CALIFORNIA WALTON 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 710 S. Arlington Heights Rd., Arlington Heights, IL 60005 and Michael Deuerling ("GRANTEE") of 1908 N Sheffield, Chicago IL 60614

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.**

TAX PARCEL IDENTIFICATION NUMBER: 16-01-317-026-0000  
16-01-317-027-0000  
16-01-317-028-0000

(AFFECTS PROPERTY IN QUESTION AND OTHER LAND)

COMMONLY KNOWN AS: 2804 W. Walton St., Chicago, IL 60622

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, their/its heirs and assigns forever.

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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 the declaration of condominium; and grantor reserves to itself, its successors, and assigns, the rights and easements set forth in said declaration 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.

**Attached hereto and incorporated herewith as Exhibit B and Exhibit C, 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 B and Exhibit C 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, though or under it, subject to the usual terms and conditions with extended coverage endorsement, subject to the following:

- (i) general real estate taxes not due and payable at the time of Closing;
- (ii) special taxes or assessments for improvements not yet completed and other assessments or installments thereof not due and payable;
- (iii) the Act and the Code;
- (iv) the Condominium Documents, including all amendments thereto;
- (v) applicable zoning and building laws and ordinances;
- (vi) roads and highways, if any;
- (vii) utility easements, whether recorded or unrecorded, including any easements established by or implied from the Declaration or amendments hereto;
- (viii) agreements, conditions, covenants, building set-back lines and restrictions of record, if any, which do not impair Purchaser's use of the Unit as a condominium residence and which do not provide for forfeiture or reversion in the event of a breach;
- (ix) encroachments, if any, which do not materially interfere with Purchaser's use and enjoyment of the Unit as a condominium residence and which are insured (at Seller's expense) for the owner's and lender's title insurance policies;
- (x) acts done or suffered by Purchaser or anyone claiming by, through, or under Purchaser;
- (xi) liens, encumbrances and other matters of title over which the title insurer is willing to insure without cost to Purchaser; and



EXHIBIT A

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## LEGAL DESCRIPTION

**Legal Description: PARCEL 1:**

UNIT NUMBER 3 IN WALTON ROW CONDOMINIUMS, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED LAND: LOTS 13, 14 AND 15 IN BLOCK 16 IN HUTCHINSON AND COLT'S SUBDIVISION OF BLOCKS 2, 6, 12 AND 16 IN CARTER'S SUBDIVISION OF BLOCKS 1, 2, 3, 4 AND 7 OF CLIFFORD'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER), WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "E" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED JAN. 11, 2018, AS DOCUMENT NO. 1801145064, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THE EXCLUSIVE RIGHT TO THE USE OF GARAGE PARKING SPACE P-3, AS A LIMITED COMMON ELEMENT, AS SET FORTH IN THE DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO.

Permanent Index #'s: 16-01-317-026-0000 VOL. 535 and 16-01-317-027-0000

Property Address: 2804 W Walton St, Chicago, Illinois 60622

Property of Cook County Clerk's Office

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## CALIFORNIA WALTON LLC

### **WAIVER AND DISCLAIMER OF IMPLIED WARRANTY OF HABITABILITY (~~COMMON ELEMENTS~~) (Dwelling Unit)**

This Waiver-Disclaimer is attached to and made a part of a certain condominium Purchase Agreement dated **March 14, 2018** (the "Purchase Agreement") by and between **CALIFORNIA WALTON, LLC**, an Illinois limited liability company ("Seller"), and **Michael Deuerling** ("Purchaser") for the sale of **2804 W. Walton Street, Chicago, Illinois, 60622**.

1. **IMPLIED WARRANTY OF HABITABILITY.** Illinois law provides that every contract for the construction of a new 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 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, CALIFORNIA WALTON, LLC, HEREBY DISCLAIMS AND PURCHASER, MICHAEL DEUERLING, AND WALTON ROW HOMEOWNER'S 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 CALIFORNIA WALTON LLC, 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**

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**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.**

**PURCHASERS ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTAND AND ACCEPT THE CONTENTS OF THIS PARAGRAPH 2.**

  
PURCHASER INITIAL

3. **EXPRESS WARRANTIES.** Included in the Purchase Agreement is a Certificate of Limited Warranty which is reference in Paragraph 13 and attached in the Purchase Agreement as Exhibit E. Seller agrees to comply with the provisions of the Certificate of Limited Warranty and Purchaser accepts the Certificate of Limited Warranty as a substitute for the Implied Warranty of Habitability described in Paragraph 1 above which Purchaser has waived.


**PURCHASERS ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTAND AND ACCEPT THE CONTENTS OF THIS PARAGRAPH 3.**

  
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. Purchaser may, however, rely on the written Certificate of Limited Warranty referred to in Paragraph 3 above.

**SELLER:**

**CALIFORNIA WALTON LLC,** an  
Illinois limited liability company

By:   
Mariusz Borowski  
Its: Authorized Signatory

Date: \_\_\_\_\_

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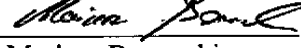
**WE AS PURCHASERS HAVE READ AND DO UNDERSTAND THIS DOCUMENT AND WE HAVE HAD AN OPPORTUNITY TO SEEK PROFESSIONAL ADVICE CONCERNING ITS CONTENTS INCLUDING THE WAIVER IN FAVOR OF THE RELEASED PARTIES.**

PURCHASER:

WALTON ROW HOMEOWNER'S  
ASSOCIATION, an Illinois not-for-  
profit organization

  
Michael Deuerling

Dated: 4/17/18

By:   
Mariusz Borowski  
Its: Authorized Signatory

Dated: 4-17-18

Property of Cook County Clerk's Office

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## CALIFORNIA WALTON LLC

### 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 ~~December 10, 2017~~ <sup>March 14, 2018</sup> (the "Purchase Agreement") by and between CALIFORNIA WALTON, LLC, an Illinois limited liability company ("Seller"), and Michael Deuerling ("Purchaser") for the sale of 2804 W. Walton Street, Chicago, Illinois, 60622.

1. IMPLIED WARRANTY OF HABITABILITY. Illinois law provides that every contract for the construction of a new 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 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, CALIFORNIA WALTON, LLC, HEREBY DISCLAIMS AND PURCHASER, MICHAEL DEUERLING, AND WALTON ROW HOMEOWNER'S 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 CALIFORNIA WALTON LLC, 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



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**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 (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.**

**PURCHASERS ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTAND AND ACCEPT THE CONTENTS OF THIS PARAGRAPH 2.**

  
PURCHASER INITIAL

\_\_\_\_\_  
PURCHASER INITIAL

3. EXPRESS WARRANTIES. Included in the Purchase Agreement is a Certificate of Limited Warranty which is referenced in Paragraph 13 and attached in the Purchase Agreement as Exhibit E. 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.

**PURCHASERS ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTAND AND ACCEPT THE CONTENTS OF THIS PARAGRAPH 3.**

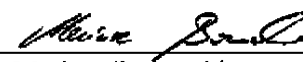
  
PURCHASER INITIAL

\_\_\_\_\_  
PURCHASER INITIAL

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**SELLER:**

**CALIFORNIA WALTON LLC, an  
Illinois limited liability company**

By:   
Mariusz Borowski  
Its: Authorized Signatory

Date: \_\_\_\_\_

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**THE HOMEOWNERS ASSOCIATION AND THE UNDERSIGNED PURCHASERS HAVE READ AND DO UNDERSTAND THIS DOCUMENT AND HAVE HAD AN OPPORTUNITY TO SEEK PROFESSIONAL ADVICE CONCERNING ITS CONTENTS.**

PURCHASERS:

WALTON ROW HOMEOWNER'S  
ASSOCIATION, an Illinois not-for-  
profit organization

  
Michael Deuerling

Dated: 4/17/18

By: 

Mariusz Borowski  
Its: Authorized Signatory

Dated: 4-17-18

Property of Cook County Clerk's Office