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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:**

David Smith ; Nicole Smith  
2773 N. Hampden Ct., Unit 303  
Chicago Illinois 60614



Doc# 1929845047 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 10/25/2019 10:31 AM PG: 1 OF 1

**SPECIAL WARRANTY DEED**

THIS INDENTURE made this **17th day of October, 2019** between **521 DIVERSEY 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 3151 N. Halsted Street, Chicago, Illinois 60657, and **David Smith and Nicole Smith, husband and wife, as tenants by the entirety with right of survivorship and not as joint tenants** ("GRANTEE") of 2773 N. Hampden Court, Unit 303, Chicago, Illinois 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.**

COMMONLY KNOWN AS: **DWELLING UNIT 303 AND THE EXCLUSIVE RIGHT TO USE PARKING SPACE P-35 AND STORAGE LOCKER SL-10 AND TERRACE L.C.E. TO UNIT 303**, EACH A LIMITED COMMON ELEMENT LOCATED AT 2773 N. HAMPDEN COURT IN THE 2773 HAMPDEN CONDOMINIUM, CHICAGO, ILLINOIS 60614.

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.

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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 that certain Declaration of Condominium and By-Laws for 2773 HAMPDEN CONDOMINIUM dated September 23, 2019 and recorded September 23, 2019, in the Office of the Recorder of Deeds of Cook County, Illinois, as document number 1926616068, made by 521 DIVERSEY 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 Paragraphs 19 and 20 of the Condominium Purchase Agreement dated **April 12, 2019**, between 521 DIVERSEY LLC, an Illinois limited liability company and **David Smith and Nicole Smith** 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 Paragraphs 19 and 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, including without limitation, special service area number 23, City of Chicago, Recorded as Document Number 0833645026;
- 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 2773 HAMPDEN CONDOMINIUM dated September 23, 2019 and recorded September 23, 2019 as document number 1926616068, made by 521 DIVERSEY LLC, an Illinois limited liability company, as amended from time to time;
- v. Declaration of Covenants, Conditions, Restrictions and Reciprocal Easements for 521 W. Diversey Parkway, recorded September 23, 2019 as document number 1926616069, as amended from time to time;
- vi. 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;
- vii. covenants, conditions, agreements, including the water and sewer covenant with the city of Chicago, building lines and restrictions of record;
- viii. applicable building and zoning laws, statutes, ordinances and restrictions;
- ix. roads and highways, if any;
- x. leases and licenses affecting Common Elements governed and operated by the Association;
- xi. 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;
- xii. matters over which the Title Company (as hereinafter defined) is willing to insure;

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- xiii. acts done or suffered by the Purchaser or anyone claiming by, through or under the Purchaser;
- xiv. Purchaser's mortgage, if any; and
- xv. Terms, provisions, reservations and restrictions contained in the Special Warranty Deed dated **October 17, 2019** made by and between 521 DIVERSEY LLC, an Illinois limited liability company, and **David Smith and Nicole Smith**, specifically 521 DIVERSEY LLC's right to repurchase the Dwelling Unit, as contained in Paragraphs 19 and 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.

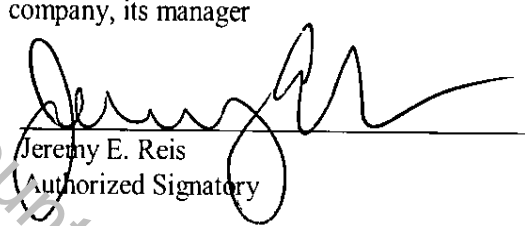
TO HAVE AND TO HOLD the same unto said Grantee, and to the proper use, benefit and behalf, forever, of said Grantee.

IN WITNESS WHEREOF, Grantor has caused its name to be signed the date and year first above written.


**SELLER:**



**521 DIVERSEY LLC**, an Illinois limited liability company

By: **ZJP Partners LLC**, an Illinois limited liability company, its manager

By:   
 Its: Authorized Signatory

Date: October 17, 2019

REAL ESTATE TRANSFER TAX		24-Oct-2019
	<b>CHICAGO:</b>	7,762.50
	<b>CTA:</b>	3,105.00
	<b>TOTAL:</b>	10,867.50 *
14-28-309-001-0000   20191001618928   1-510-211-168		

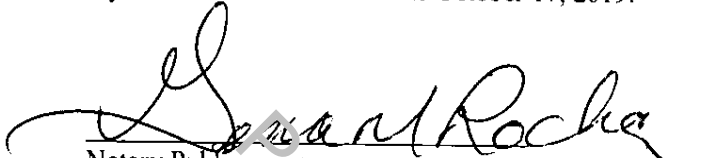
REAL ESTATE TRANSFER TAX		25-Oct-2019
	<b>COUNTY:</b>	517.50
	<b>ILLINOIS:</b>	1,035.00
	<b>TOTAL:</b>	1,552.50
14-28-309-001-0000   20191001618928   1-967-276-384		

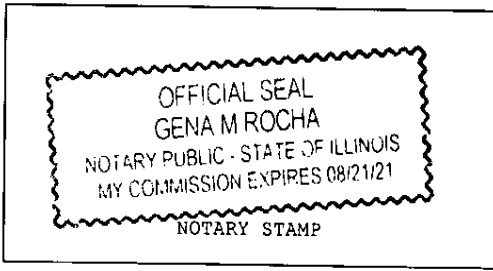
\* Total does not include any applicable penalty or interest due.

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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 **Jeremy E. Reis, Authorized Signatory of ZJP Partners LLC**, an Illinois limited liability company, **manager of 521 DIVERSEY 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 October 17, 2019.

  
Notary Public



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

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Send Subsequent Tax Bills To:

David & Nicole Smith  
2773 N. Hampden Ct., Unit 303  
Chicago IL 60641

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## EXHIBIT A

### LEGAL DESCRIPTION OF PARCEL

#### **PARCEL 1:**

**DWELLING UNIT 303** IN THE 2773 HAMPDEN CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 6, 7 AND 8 (EXCEPT THE EAST 15 FEET THEREOF) IN LEHMAN DIVERSEY BOULEVARD ADDITION TO THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED TO AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS **DOCUMENT NUMBER** 1926616068, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

#### **PARCEL 2:**

THE EXCLUSIVE RIGHT TO THE USE OF **PARKING SPACE P-35 AND STORAGE LOCKER SL-10 AND TERRACE L.C.E. TO UNIT 303**, 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 303 AND THE EXCLUSIVE RIGHT TO USE **PARKING SPACE P-35 AND STORAGE LOCKER SL-10 AND TERRACE L.C.E. TO UNIT 303** LOCATED AT 2773 N. HAMPDEN COURT IN THE 2773 HAMPDEN CONDOMINIUM, CHICAGO, ILLINOIS 60614.

#### **TAX PARCEL IDENTIFICATION NUMBER:**

14-28-309-001-0000

14-28-309-002-0000

AFFECTS LAND AND OTHER PROPERTY

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## EXHIBIT B

TO THAT SPECIAL WARRANTY DEED DATED OCTOBER 17, 2019, CONVEYING DWELLING UNIT 303 AND PARKING SPACE P-35 AND STORAGE LOCKER SL-10 AND TERRACE L.C.E. TO UNIT 303, EACH A LIMITED COMMON ELEMENT IN THE 2773 HAMPDEN CONDOMINIUM LOCATED AT 2773 N. HAMPDEN COURT, CHICAGO, ILLINOIS 60614.

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

19. RIGHT OF REPURCHASE.

(a) Purchaser hereby represents and warrants as of the date hereof and as of the Closing Date that Purchaser is acquiring the Dwelling Unit and the Parking Space for personal use and not for resale or lease and that in acquiring the Dwelling Unit and the Parking Space, Purchaser is not acting as agent or nominee for any undisclosed party. Purchaser hereby grants Seller a right to repurchase the Dwelling Unit and the Parking Space on the terms and conditions hereinafter set forth. If Purchaser does not reside in the Dwelling Unit within seven (7) months after the Closing Date, or if within one (1) year after the Closing Date Purchaser contracts to sell or lease the Dwelling Unit or the Parking Space, Seller shall have the right to repurchase the Dwelling Unit and the Parking Space; provided, however, that such Seller shall have no such right if such failure to so reside in the Dwelling Unit or sale or lease is a result of Purchaser's death, disability, divorce, separation or job-related transfer outside the Chicago metropolitan area. Purchaser shall notify Seller in writing not more than thirty (30) days subsequent to the execution of such a proposed sale or lease, which notice shall contain the name and address of the proposed purchaser or tenant and shall contain a copy of the proposed contract of sale or lease, including the conditions of such sale or lease. Seller shall have the right to repurchase the Dwelling Unit and the Parking Space, which right shall be exercised by written notice to Purchaser within thirty (30) days after receipt of said notice from Purchaser, or within thirty (30) days after such seven (7) month period on the following terms: (i) the price shall be the Repurchase Price (as hereinafter defined), plus or minus prorations of general real estate taxes, prepaid insurance premiums, monthly assessments and other similar proratable items; (ii) Purchaser shall convey, by Special Warranty Deed, good, marketable and insurable title to the Dwelling Unit and assign the Parking Space to Seller, or its designee, subject only to the Permitted Exceptions (excluding acts of Purchaser) existing at Closing and any acts of Seller; (iii) closing of the repurchase shall be effected through an escrow similar to the Escrow; and (iv) Purchaser shall bear all costs of the escrow and title insurance in the amount of the Repurchase Price. The Repurchase Price shall be the Purchase Price, adjusted by the costs of all Changes pursuant to Paragraph 4, if any, plus the cost of any improvements made by Purchaser to the Dwelling Unit and the Parking Space after the Closing Date, which costs shall be established by copies of paid bills and canceled checks delivered to Seller either at the time of giving of Purchaser's thirty (30) day notice to Seller or within thirty (30) days after such seven (7) month period. If Seller notifies Purchaser within the aforesaid thirty (30) day period of its election to purchase the Dwelling Unit and the Parking Space, then such repurchase shall be closed within thirty (30) days after the giving of Seller's notice of such election. If Seller repurchases the Dwelling Unit and the Parking Space, as provided herein, Purchaser agrees to reconvey the Dwelling Unit and assign the Parking Space to Seller in the same physical condition as at Closing, except for ordinary wear and tear and improvements or betterments made by Purchaser to the Dwelling Unit and the Parking Space.

(b) If Seller gives written notice to Purchaser within said thirty (30) day period that it does not elect to execute said repurchase right, or if Seller fails to give any written notice to Purchaser during the thirty (30) day period, then Seller's right to repurchase the Dwelling Unit and the Parking Space shall terminate and Purchaser may proceed to close the proposed sale or lease; provided, however, that if Purchaser fails to close the proposed sale or lease with the proposed purchaser or tenant on the terms and conditions contained in the aforesaid notice, the right of repurchase granted to Seller herein shall remain in effect and shall be applicable to any subsequent sale or lease by Purchaser of the Dwelling Unit and the Parking Space within the remainder of the said one (1) year period. If Purchaser so proceeds to close the sale or lease as aforesaid, upon Purchaser's request, Seller will execute and

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deliver to Purchaser a release of Seller's rights under this Paragraph 19, which delivery may be conditioned upon closing of such sale or lease.

(c) Any sale, lease, assignment or conveyance of the Dwelling Unit or the Parking Space in violation of the provisions of this Paragraph 19 shall be null and void and of no force and effect. The Deed to be delivered on the Closing Date hereunder shall contain provisions incorporating the foregoing right of repurchase.

(d) For purposes of this Paragraph 19 the words "sell" or "sale" shall include among other definitions any sale, transfer, articles of agreement for deed, corporate transfer or other voluntary conveyance of the Dwelling Unit or the Parking Space, any partnership interest in any partnership owning an interest in the Dwelling Unit or the Parking Space, any lease with an option to purchase the Dwelling Unit or the Parking Space, any assignment of this Agreement, any assignment (except for collateral purposes only) of all or any portion of the beneficial interest or power of direction under any trust which owns legal or beneficial title to the Dwelling Unit for consideration or any conveyance or transfer which intends directly or indirectly to cause the transfer of the right of ownership. Notwithstanding the foregoing, upon Purchaser's request, Seller will deliver a written release of its rights under this Paragraph 19 following the closing of the sale of the last unit to be constructed in the Building.

(e) Seller's right of repurchase under this Paragraph 19 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.

20. REMEDY. Except for any claim or cause of action for breach of warranty and fraud, if any legal action is discovered within the ten (10) years after Closing and subsequently commenced within four (4) years thereafter by or on behalf of Purchaser, its successors or assigns, including an action commenced by the Association or the Board of Directors of the Association, 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 three (3) 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.

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## EXHIBIT C

TO THAT SPECIAL WARRANTY DEED DATED **OCTOBER 17, 2019**, CONVEYING DWELLING UNIT **303** AND PARKING SPACE **P-35** AND STORAGE LOCKER **SL-10** AND TERRACE **L.C.E.** TO UNIT **303**, EACH A LIMITED COMMON ELEMENT IN THE 2773 HAMPDEN CONDOMINIUM LOCATED AT 2773 N. HAMPDEN COURT, CHICAGO, ILLINOIS 60614.

(See Attached)

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

Property of Cook County Clerk's Office



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## 2773 HAMPDEN 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 **April 12, 2019** (the "Purchase Agreement") by and between 521 DIVERSEY LLC, an Illinois limited liability company ("Seller"), and **David Smith and Nicole Smith** ("Purchaser") for the sale of Dwelling Unit **303** located at 2773 N. Hampden Court, Chicago, Illinois 60614 at 2773 HAMPDEN 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.

2. WAIVER-DISCLAIMER. SELLER, 521 DIVERSEY LLC, HEREBY DISCLAIMS AND PURCHASER(S), DAVID SMITH AND NICOLE SMITH, 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. THE FOREGOING WAIVER BY PURCHASER IS IN FAVOR OF 521 DIVERSEY LLC, ZJP PARTNERS LLC, 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 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 AND/OR PARKING(S) 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

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**WARRANTY OF HABITABILITY (DWELLING UNIT) IN FAVOR OF THE RELEASED PARTIES IN ANY SUBSEQUENT INSTRUMENTS TRANSFERRING TITLE TO THE DWELLING UNIT AND/OR PARKING SPACE.**

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

DS  
PURCHASER INITIAL  
*David Smith*

NKS  
PURCHASER INITIAL  
*Nicole Smith*

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.**

DS  
PURCHASER INITIAL  
*David Smith*

NKS  
PURCHASER INITIAL  
*Nicole Smith*

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.

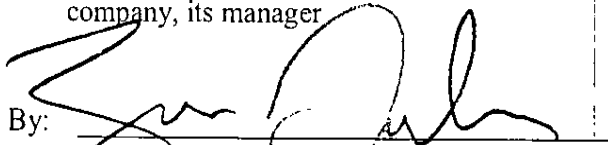
(SIGNATURE PAGE FOLLOWS)

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**SELLER:**

**521 DIVERSEY LLC**, an Illinois limited liability company

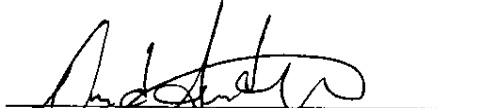
By: **ZJP Partners LLC**, an Illinois limited liability company, its manager


By:   
Zev Salomon  
Its: Member Manager

Date: October 17, 2019

**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):**

  
David Smith

  
Nicole Smith

Dated: October 17, 2019

Property of Cook County Clerk's Office

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## EXHIBIT D

TO THAT SPECIAL WARRANTY DEED DATED **OCTOBER 17, 2019**, CONVEYING DWELLING UNIT **303** AND PARKING SPACE **P-35** AND STORAGE LOCKER **SL-10** AND TERRACE **L.C.E.** TO UNIT **303**, EACH A LIMITED COMMON ELEMENT IN THE 2773 HAMPDEN CONDOMINIUM LOCATED AT 2773 N. HAMPDEN COURT, CHICAGO, ILLINOIS 60614.

(See Attached)

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

Property of Cook County Clerk's Office

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## 2773 HAMPDEN CONDOMINIUM

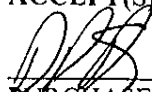
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This Waiver-Disclaimer is attached to and made a part of a certain Condominium Purchase Agreement dated **April 12, 2019** (the "Purchase Agreement") by and between 521 DIVERSEY LLC, an Illinois limited liability company ("Seller"), and **David Smith and Nicole Smith** ("Purchaser") for the sale of Dwelling Unit 303 located at 2773 N. Hampden Court, Chicago, Illinois 60614 in 2773 HAMPDEN 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.
2. WAIVER-DISCLAIMER. SELLER, 521 DIVERSEY LLC, HEREBY DISCLAIMS AND PURCHASER, DAVID SMITH AND NICOLE SMITH, AND 2773 HAMPDEN 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 521 DIVERSEY LLC, ZJP PARTNERS 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 WARRANTY DEED FROM SELLER TO PURCHASER. PURCHASER AGREES TO MAKE ANY SUBSEQUENT OWNER OF THE DWELLING UNIT AND/OR PARKING SPACE 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 AND/OR PARKING SPACE.

# UNOFFICIAL COPY

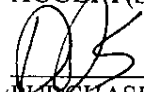
**PURCHASER(S) ACKNOWLEDGE(S) THAT HE/SHE HAS (THEY HAVE) READ, UNDERSTAND(S) AND ACCEPT(S) THE CONTENTS OF THIS PARAGRAPH 2.**

  
\_\_\_\_\_  
PURCHASER INITIAL  
David Smith

  
\_\_\_\_\_  
PURCHASER INITIAL  
Nicole Smith

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.**

  
\_\_\_\_\_  
PURCHASER INITIAL  
David Smith

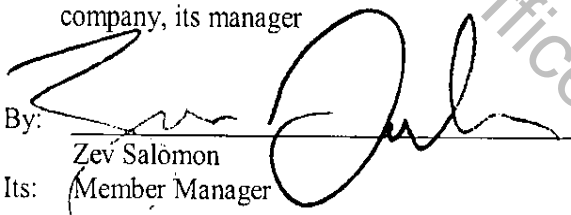
  
\_\_\_\_\_  
PURCHASER INITIAL  
Nicole Smith

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:**

**521 DIVERSEY LLC**, an Illinois limited liability company

By: **ZJP Partners LLC**, an Illinois limited liability company, its manager

By:   
\_\_\_\_\_  
Zev Salomon  
Its: Member Manager

Date: October 17, 2019

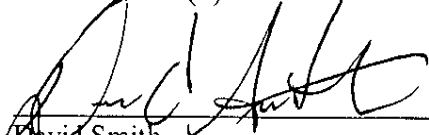
[SIGNATURE PAGE FOLLOWS]

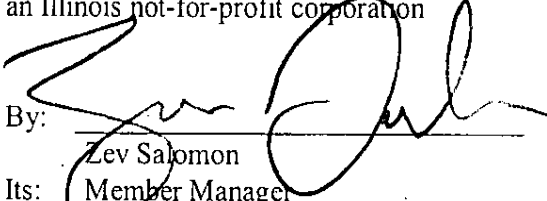
# UNOFFICIAL COPY

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, INCLUDING THE WAIVER IN FAVOR OF THE RELEASED PARTIES.

PURCHASER(S):

2773 HAMPDEN CONDOMINIUM ASSOCIATION,  
an Illinois not-for-profit corporation

  
\_\_\_\_\_  
David Smith

By:   
\_\_\_\_\_  
Zev Salomon  
Its: Member Manager

  
\_\_\_\_\_  
Nicole Smith

Dated: October 17, 2019

Dated: October 17, 2019

Property of Cook County Clerk's Office