

19000036171 2013

THIS DOCUMENT WAS PREPARED BY:

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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:**

**Neumann Law LLC
Attn: John Neumann, Esq.
564 W. Randolph St., Ste. 200
Chicago, Illinois 60661**



19347130180

Doc# 1934713018 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/13/2019 11:07 AM PG: 1 OF 1

SPECIAL WARRANTY DEED

THIS INDENTURE made this **5th day of December, 2019** between **WABASH CONDOMINIUM 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 **Stephen Robert Smith and Linda Ruth Smith, husband and wife, as tenants by the entirety with right of survivorship and not as joint tenants** ("GRANTEE") of 403 N. Wabash Avenue, Unit PH-A, Chicago, Illinois 60611.

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 PH-A AND THE EXCLUSIVE RIGHT TO USE STORAGE UNIT SL-PH-A, A LIMITED COMMON ELEMENT, LOCATED AT 403 N. WABASH AVENUE IN THE RENELLE CONDOMINIUM, CHICAGO, ILLINOIS 60611.**

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 Renelle Condominium dated July 22, 2019 and recorded July 23, 2019, in the Office of

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the Recorder of Deeds of Cook County, Illinois, as document number 1920416030, made by WABASH CONDOMINIUM 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 **February 13, 2018**, between WABASH CONDOMINIUM LLC, an Illinois limited liability company and **Stephen Robert Smith and Linda Ruth 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. **Capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to such terms in the Purchase Agreement.**

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 Renelle Condominium dated July 22, 2019 and recorded July 23, 2019 as document number 1920416030, made by Wabash Condominium 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. applicable building and zoning laws, statutes, ordinances and restrictions;
- viii. roads and highways, if any;
- ix. leases and licenses affecting Common Elements governed and operated by the Association;
- x. **intentionally omitted;**
- xi. **intentionally omitted;**
- xii. Easement Agreement dated December 20, 2005 and recorded February 2, 2007 as document number 0703333016 and re-recorded October 1, 2007 as document number 0727460046, made by and between 405 N. Wabash Parking Condominium, an Illinois not-for-profit condominium association and 403 N. Wabash, L.L.C., a Delaware limited liability company, as amended by First Amendment to Easement Agreement dated December 20, 2005 and recorded February 2, 2007 as document number 0703333017 and re-recorded October 1, 2007 as document number 0727460047, made by and between 405 N. Wabash Parking Condominium, an Illinois not-for-profit condominium association and 403 N. Wabash, L.L.C., a Delaware limited liability company, as further amended by that certain Second Amendment to Easement Agreement dated as of January 29, 2016 and recorded February 8, 2016 as document number 1603915038, by and between 405 N. Wabash Parking Condominium Association,

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- an Illinois not-for-profit condominium association and 403 N. Wabash, L.L.C., a Delaware limited liability company;
- xiii. use of the Parking Spaces is restricted to the parking of vehicles, including cars, sports utility vehicles, trucks, vans, boats and motorcycles, except as otherwise set forth in the easement agreement, as amended;
 - xiv. Land Reservation Agreement between River Plaza Venture, an Illinois limited partnership; American National Bank and Trust Company of Chicago, as Trustee under Trust Number 91123 and Field Enterprises, Inc., dated September 1, 1975 and recorded September 10, 1975 as document 23217942 and the terms, provisions and conditions contained therein. Amended by Instrument recorded December 15, 1975 as document number 23325130. Further amended by instrument recorded December 11, 1986 as document number 86593570;
 - xv. Easement for the maintenance, repair and reconstruction of encroachment(s) as shown and defined in Agreement dated May 2, 1978 and recorded May 3, 1978 as document 24430624 made by Field Enterprises, Inc. and American National Bank and Trust Company as Trustee under Trust Agreement dated July 10, 1975 and known as Trust Number 91123, and the covenants, conditions and agreements contained therein;
 - xvi. the land lies within the boundaries of a Special Service Area as disclosed by ordinance recorded as document 91075641 and is subject to additional taxes under the terms of said ordinance and subsequent related ordinances. Note: Said ordinance does not apply to residential property;
 - xvii. notation shown on Plat of River Plaza Resubdivision recorded as document 94758749 that the property is located in Zone "C" per the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map Community Panel No. 1700740060 B, effective dated January 1, 1981;
 - xviii. notations shown on plat recorded August 26, 1994 as document 94758749 relating to Commonwealth Edison Company and Illinois Bell Telephone company (Ameritech) and their successors and assigns and sewer service;
 - xix. terms and provisions of the River Plaza Declaration of Covenants, Conditions, Restrictions and Easements recorded August 26, 1994 as document number 94758750 and amended by First Amendment recorded February 18, 2000 as document number 00122313 which provides for easements in favor of the residential property, the commercial property and the garage property all as herein defined and described; services; structural support; taxes; insurance; maintenance and repair; damage to the improvements; liens; rights and remedies; arbitration; condemnation; estoppel certificates; condominium association; parking; alterations; notices; and limitations of liability;
 - xx. Amendment to River Plaza Declaration of Covenants, Conditions, Restrictions and Easements recorded February 25, 2000 as document number 00141935. Note: Rights of the adjoining owner or owners to the concurrent use of said easements;
 - xxi. terms, provisions, covenants, conditions and options contained in and rights and easements established by the Declaration of Condominium Ownership recorded December 13, 2000 as document no. 00977089, as amended from time to time; and (b) limitations and conditions imposed by the Condominium Property Act and Easement reserved in the Declaration of Condominium recorded as document number 00977089 over the common elements for the purpose of making improvements on the future development parcel;
 - xxii. Easement Agreement dated March 18, 2016, and recorded May 3, 2016 as Document Number 162419217, by and between 405 LT, LLC, an Illinois limited liability company and 403 N. Wabash, L.L.C., a Delaware limited liability company;
 - xxiii. Grant of Easement by Renelle Condominium Association in favor of Comcast of Chicago Inc., dated July 19, 2018 and recorded January 16, 2019 as document 1901616082;
 - xxiv. Covenant recorded August 23, 2018 as document 1823534054 made by Wabash Condominium LLC, an Illinois limited liability company - (Affects Parcel 1);
 - xxv. (A) Terms, provisions, covenants, conditions, and options contained in the rights and Easements established by the Declaration of Condominium ownership recorded December 13, 2000 as document no. 00977089, as amended from time to time.

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(B) Limitations and conditions imposed by the Condominium Property Act.

(Affects Parcel 4);

- xxvi. terms, provisions, and conditions relating to the easement described as Parcel 2 contained in the instrument creating such Easement;
- xxvii. rights of the adjoining owner and owners to the concurrent use of the easement described as Parcel 2;
- xxviii. acts done or suffered by the Purchaser or anyone claiming by, through or under Purchaser;
- xxix. Purchaser's mortgage;
- xxx. the Seller's right to repurchase the Dwelling Unit and terminate the easement, as contained in Paragraphs 19 and 20 of this Agreement;
- xxxi. the Waiver and Disclaimer of Implied Warranty of Habitability (Dwelling Units);
- xxxii. the Waiver and Disclaimer of Implied Warranty of Habitability (Common Elements); and
- xxxiii. Terms, provisions, reservations and restrictions contained in the Special Warranty Deed dated **December 5, 2019** made by and between WABASH CONDOMINIUM LLC, an Illinois limited liability company, and **Stephen Robert Smith and Linda Ruth Smith**, specifically WABASH CONDOMINIUM LLC's right to repurchase the Dwelling Unit and terminate the easement, 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.

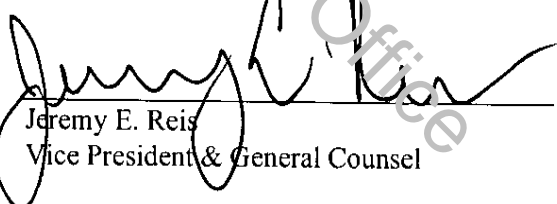
IN WITNESS WHEREOF, Grantor has caused its name to be signed the date and year first above written.

SELLER:



WABASH CONDOMINIUM LLC, an Illinois limited liability company


By: BELGRAVIA WABASH CONDOMINIUM LLC, an Illinois limited liability company, its manager

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

By: 
 Jeremy E. Reis
 Vice President & General Counsel

Date: December 5, 2019

REAL ESTATE TRANSFER TAX	13-Dec-2019
 	COUNTY: 1,678.00
	ILLINOIS: 3,356.00
	TOTAL: 5,034.00
17-10-132-012-0000 20191101656132 1-461-003-616	

REAL ESTATE TRANSFER TAX	11-Dec-2019
	CHICAGO: 25,170.00
	CTA: 10,068.00
	TOTAL: 35,238.00 *
17-10-132-012-0000 20191101656132 1-340-193-120	

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

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

Send Subsequent Tax Bills To:

STEPHEN R. SMITH

403 N. WABASH AVE., UNIT PH-A

CHICAGO, IL 60611

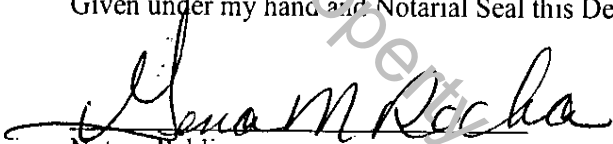
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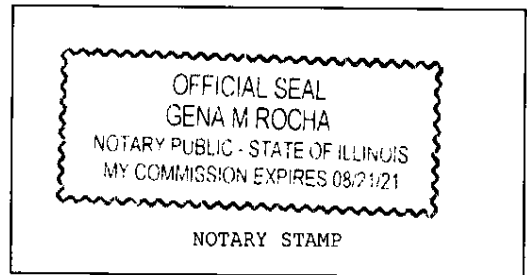
[DEED NOTARY PAGE]

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**, Vice President and General Counsel of Belgravia Group, Ltd., an Illinois corporation, the manager of Belgravia Wabash Condominium LLC, an Illinois limited liability company, manager of **WABASH CONDOMINIUM 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 December 5, 2019.


Notary Public



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EXHIBIT A

LEGAL DESCRIPTION OF PARCEL

UNIT NUMBER **PH-A** (ALSO REFERRED TO AS 17-A) IN RENELLE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOTS 6 AND 7 AND THAT PART OF LOTS 5 AND 8, LYING WEST OF A LINE DRAWN FROM A POINT IN THE NORTH LINE OF LOT 5 THAT IS 14.10 FEET EAST OF THE NORTHWEST CORNER OF LOT 5 TO A POINT IN THE SOUTH EASTERLY LINE OF LOT 8 THAT IS 14.20 FEET NORTH EASTERLY OF THE SOUTHWEST CORNER OF LOT 8; TOGETHER WITH THE VACATED ALLEY LYING SOUTH OF A PART OF AFORESAID LOT 5 AND LOT 6 AND NORTH OF AFORESAID LOT 7 AND A PART OF LOT 8 LYING ABOVE A CITY OF CHICAGO DATUM PLANE OF 37.50 FEET IN BLOCK 5 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED JULY 23, 2019 AS DOCUMENT NUMBER 1920416030, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

COMMONLY KNOWN AS: DWELLING UNIT PH-A (ALSO KNOWN AS 17-A) AND STORAGE UNIT SL-PH-A LOCATED AT 403 N. WABASH AVENUE IN THE RENELLE CONDOMINIUM, CHICAGO, ILLINOIS 60611

TAX PARCEL IDENTIFICATION NUMBER:

PINS: 17-10-132-012-0000

AFFECTS LAND AND OTHER PROPERTY

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EXHIBIT B

TO THAT SPECIAL WARRANTY DEED DATED DECEMBER 5, 2019, CONVEYING DWELLING UNIT PH-A AND STORAGE UNIT SL-PH-A, A LIMITED COMMON ELEMENT, IN THE RENELLE CONDOMINIUM LOCATED AT 403 N. WABASH AVENUE, CHICAGO, ILLINOIS 60611.

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 exclusive right to use the Parking Space(s) for personal use and not for resale or lease and that in acquiring the Dwelling Unit and the Easement to use 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 terminate the Easement for the Parking Space(s) 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 Easement for the exclusive right to use the Parking Space, Seller shall have the right to repurchase the Dwelling Unit and terminate the Easement for 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 terminate the Easement Agreement for the exclusive use of 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 direct the Parking LLC to terminate the Easement Agreement in favor of Purchaser and grant a new Easement Agreement for the exclusive right to use the Parking Space(s) 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 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 terminate the Easement Agreement for 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 terminates the Easement Agreement for the Parking Space, as provided herein, Purchaser agrees to reconvey the Dwelling to be granted 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 shall cease use of 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 Easement Agreement for the exclusive use of the Parking Space(s) 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 Easement Agreement for the exclusive use of the Parking Space(s) within the remainder of the said one (1) year period. If Purchaser so proceeds to

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close the sale or lease as aforesaid, upon Purchaser's request, Seller will execute and 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 Easement Agreement for the exclusive use of the Parking Space(s) in violation of the provisions of this Paragraph 19 shall be null and void and of no force and effect. The Deed and the Easement Agreement 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, assignment, installment, articles of agreement for deed, corporate transfer or other voluntary conveyance of the Dwelling Unit or the Easement Agreement for the exclusive use of the Easement Agreement for the exclusive use of the Parking Space, any partnership interest in any partnership owning an interest in the Dwelling Unit or the Easement Agreement for the exclusive use of 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 or the Easement Agreement for the exclusive use of the Parking Space 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 Easement Agreement for the exclusive use of 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 Easement Agreement for the exclusive use of the Parking Space, including any claims or cause of action regarding the Common Elements of the Building or the Parking Space Condominium 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 cease use of the Parking Space pursuant to the Easement Agreement (subject only to the Permitted Exceptions, excluding acts of Purchaser, existing at Closing and any acts of Seller), cause the Parking LLC to terminate the existing Easement Agreement and grant a new Easement Agreement for the exclusive use of the Parking Space, a title insurance policy, possession of the Dwelling Unit and the exclusive right to use 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 and Easement Agreement 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 Easement Agreement for the Parking Space.

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EXHIBIT C

TO THAT SPECIAL WARRANTY DEED DATED DECEMBER 5, 2019, CONVEYING DWELLING UNIT PH-A AND STORAGE UNIT SL-PH-A, A LIMITED COMMON ELEMENT, IN THE RENELLE CONDOMINIUM LOCATED AT 403 N. WABASH AVENUE, CHICAGO, ILLINOIS 60611.

(See Attached)

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

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RENELLE 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 **February 13, 2018** (the "Purchase Agreement") by and between WABASH CONDOMINIUM LLC, an Illinois limited liability company ("Seller"), and **Stephen Robert Smith and Linda Ruth Smith** ("Purchaser") for the sale of Dwelling Unit **PH-A** located at 403 N. Wabash Avenue, Chicago, Illinois 60611 at Renelle 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, WABASH CONDOMINIUM LLC, HEREBY DISCLAIMS AND PURCHASER(S), STEPHEN ROBERT SMITH AND LINDA RUTH 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(S). THE FOREGOING WAIVER BY PURCHASER IS IN FAVOR OF WABASH CONDOMINIUM LLC, BELGRAVIA WABASH CONDOMINIUM 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 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


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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 AND/OR PARKING SPACE(S).

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




PURCHASER INITIAL
Stephen Robert Smith



PURCHASER INITIAL
Linda Ruth 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.



PURCHASER INITIAL
Stephen Robert Smith



PURCHASER INITIAL
Linda Ruth 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)

UNOFFICIAL COPY

SELLER:

WABASH CONDOMINIUM LLC, an Illinois limited liability company

By: BELGRAVIA WABASH CONDOMINIUM LLC, an Illinois limited liability company, its manager

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

By: Jeremy E. Reis
Jeremy E. Reis
Its: Vice President & General Counsel

Date: December 5, 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):

Stephen Robert Smith
Stephen Robert Smith

Linda Ruth Smith
Linda Ruth Smith

Dated: December 5, 2019

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EXHIBIT D

TO THAT SPECIAL WARRANTY DEED DATED DECEMBER 5, 2019, CONVEYING DWELLING UNIT **PH-A** AND STORAGE UNIT **SL-PH-A**, A LIMITED COMMON ELEMENT, IN THE RENELLE CONDOMINIUM LOCATED AT 403 N. WABASH AVENUE, CHICAGO, ILLINOIS 60611.

(See Attached)

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

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RENELLE CONDOMINIUM

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

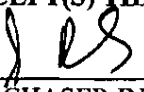
This Waiver-Disclaimer is attached to and made a part of a certain Condominium Purchase Agreement dated **February 13, 2018** (the "Purchase Agreement") by and between WABASH CONDOMINIUM LLC, an Illinois limited liability company ("Seller"), and **Stephen Robert Smith and Linda Ruth Smith** ("Purchaser") for the sale of Dwelling Unit **PH-A** located at 403 N. Wabash Avenue, Chicago, Illinois 60611 in Renelle 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.

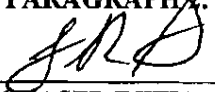
2. **WAIVER-DISCLAIMER.** SELLER, WABASH CONDOMINIUM LLC, HEREBY DISCLAIMS AND PURCHASER, STEPHEN ROBERT SMITH AND LINDA RUTH SMITH, AND RENELLE CONDOMINIUM ASSOCIATION (THE "ASSOCIATION") HEREBY WAIVE THE IMPLIED WARRANTY OF HABITABILITY DESCRIBED IN PARAGRAPH 1 ABOVE AND THEY ACKNOWLEDGE, UNDERSTAND 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 WABASH CONDOMINIUM LLC, BELGRAVIA WABASH CONDOMINIUM 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 OF THE DWELLING UNIT AND/OR PARKING SPACE(S) 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(S).

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



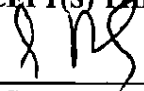
PURCHASER INITIAL
Stephen Robert Smith



PURCHASER INITIAL
Linda Ruth 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
Stephen Robert Smith



PURCHASER INITIAL
Linda Ruth Smith

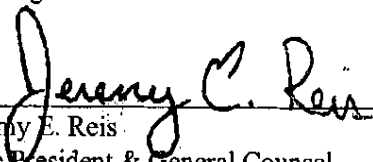
4 **EFFECT AND CONSEQUENCES OF THIS WAIVER-DISCLAIMER.** Purchaser acknowledges and understands that if a dispute arises with Seller and the dispute results in a lawsuit, Purchaser will not be able to rely upon the Implied Warranty of Habitability described in Paragraph 1 above, as a basis for suing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

SELLER:

WABASH CONDOMINIUM LLC, an Illinois limited liability company

By: **BELGRAVIA WABASH CONDOMINIUM LLC**, an Illinois limited liability company, its manager

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

By: 

Jeremy E. Reis
Its: Vice President & General Counsel

Date: December 5, 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):

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

Stephen Robert Smith

Stephen Robert Smith

By:

Jeremy E. Reis

Jeremy E. Reis

Its:

Authorized Signatory

Linda Ruth Smith

Linda Ruth Smith

Dated: December 5, 2019

Dated: December 5, 2019

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