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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:**

CHRISTOPHER LANGBEIN  
2753 N. HAMPDEN CT. #3A  
CHICAGO, IL 60614



Doc# 1935145055 Fee \$38.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/17/2019 10:36 AM PG: 1 OF 1

SPECIAL WARRANTY DEED

THIS INDENTURE made this 9th day of December, 2019 between 2751 HAMPDEN COURT 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 Christopher Langbein and Rebecca Langbein, husband and wife as tenants by the entirety with right of survivorship and not as joint tenants ("GRANTEE") of 2753 N. Hampden Court, Unit 3A, 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 3A AND THE EXCLUSIVE RIGHT TO USE PARKING SPACE(S) P-10 AND P-11, AND TERRACE L.C.E. TO UNIT 3A, EACH A LIMITED COMMON ELEMENT LOCATED AT 2753 N. HAMPDEN COURT IN THE 2753 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.

Grantor also hereby grants to the Grantee, its successors and assigns, as rights and easements appurtenant to the subject

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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 2753 HAMPDEN CONDOMINIUM dated May 29, 2019 and recorded June 17, 2019, in the Office of the Recorder of Deeds of Cook County, Illinois, as document number 1916817122, made by 2751 HAMPDEN COURT 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 Paragraph 20 of the Condominium Purchase Agreement dated **November 11, 2019**, between 2751 HAMPDEN COURT LLC, an Illinois limited liability company and **Christopher Langbein and Rebecca Langbein** 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 Paragraph 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. **intentionally deleted;**
- 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 2753 HAMPDEN CONDOMINIUM dated May 29, 2019 and recorded June 17, 2019 as document number 1916817122, made by 2751 HAMPDEN COURT LLC, an Illinois limited liability company, as amended from time to time;
- v. Grant of Easement to Commonwealth Edison recorded as Document Number 1902219036;
- 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;
- xiii. acts done or suffered by the Purchaser or anyone claiming by, through or under the Purchaser;
- xiv. **intentionally deleted;** and
- xv. Terms, provisions, reservations and restrictions contained in the Special Warranty Deed dated **December 9, 2019** made by and between 2751 HAMPDEN COURT LLC, an Illinois limited liability company, and **Christopher Langbein and Rebecca Langbein**, specifically 2751 HAMPDEN COURT LLC's right to repurchase the Dwelling Unit, as contained in Paragraph 20 of the



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## EXHIBIT A

### LEGAL DESCRIPTION OF PARCEL

**PARCEL 1:**

**DWELLING UNIT 3A** IN THE 2753 HAMPDEN CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 12 AND 13 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 19116817122, 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(S) P-10 AND P-11, AND TERRACE L.C.E. TO UNIT 3A**, 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 3A AND THE EXCLUSIVE RIGHT TO USE **PARKING SPACE(S) P-10 AND P-11, AND TERRACE L.C.E. TO UNIT 3A**, LOCATED AT **2753 N. HAMPDEN COURT** IN THE 2753 HAMPDEN CONDOMINIUM, **CHICAGO, ILLINOIS 60614**.

**TAX PARCEL IDENTIFICATION NUMBER:**

14-28-309-004-0000  
 14-28-309-005-0000

AFFECTS LAND AND OTHER PROPERTY

<b>REAL ESTATE TRANSFER TAX</b>		16-Dec-2019
	<b>CHICAGO:</b>	11,850.00
	<b>CTA:</b>	4,740.00
	<b>TOTAL:</b>	16,590.00 *

<b>REAL ESTATE TRANSFER TAX</b>		17-Dec-2019
		<b>COUNTY:</b>
		790.00
		<b>ILLINOIS:</b>
		1,580.00
		<b>TOTAL:</b>
		2,370.00
14-28-309-004-0000		20191201664221   1-248-388-448

14-28-309-004-0000 | 20191201664221 | 0-260-199-776

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

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## EXHIBIT B

TO THAT SPECIAL WARRANTY DEED DATED DECEMBER 9, 2019, CONVEYING DWELLING UNIT 3A AND PARKING SPACE(S) P-10 AND P-11, AND TERRACE L.C.E. TO UNIT 3A, EACH A LIMITED COMMON ELEMENT IN THE 2753 HAMPDEN CONDOMINIUM LOCATED AT 2753 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.

**Intentionally Deleted.**

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 **DECEMBER 9, 2019**, CONVEYING DWELLING UNIT 3A AND PARKING SPACE(S) P-10 AND P-11, AND TERRACE L.C.E TO UNIT 3A AND SIDE YARD L.C.E. TO UNIT 3A AND PRIVATE ROOF TERRACE L.C.E. TO UNIT 3A, EACH A LIMITED COMMON ELEMENT IN THE 2753 HAMPDEN CONDOMINIUM LOCATED AT 2753 N. HAMPDEN COURT, CHICAGO, ILLINOIS 60614.

(See Attached)

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

**COOK COUNTY  
RECORDER OF DEEDS**

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2753 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 **November 11, 2019** (the "Purchase Agreement") by and between 2751 HAMPDEN COURT LLC, an Illinois limited liability company ("Seller"), and **Christopher Langbein and Rebecca Langbein** ("Purchaser") for the sale of Dwelling Unit 3A located at 2753 N. Hampden Court, Chicago, Illinois 60614 at 2753 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, 2751 HAMPDEN COURT LLC, HEREBY DISCLAIMS AND PURCHASER(S), CHRISTOPHER LANGBEIN AND REBECCA LANGBEIN, 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 2751 HAMPDEN COURT 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.

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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.**

CL  
PURCHASER INITIAL  
Christopher Langbein

RL  
PURCHASER INITIAL  
Rebecca Langbein

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.**

CL  
PURCHASER INITIAL  
Christopher Langbein

RL  
PURCHASER INITIAL  
Rebecca Langbein

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)

**SELLER:**

**2751 HAMPDEN COURT LLC**, an Illinois limited liability company

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

By: Zev Salomon  
Its: Manager

Date: December 9, 2019



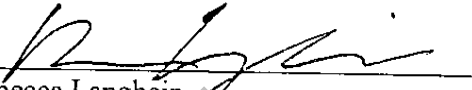
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I (WE) AS PURCHASER(S), HAVE READ AND DO UNDERSTAND THIS DOCUMENT AND I (WE) HAVE HAD AN OPPORTUNITY TO SEEK PROFESSIONAL ADVICE CONCERNING ITS CONTENTS INCLUDING THE WAIVER IN FAVOR OF THE RELEASED PARTIES.

PURCHASER(S):



Christopher Langbein



Rebecca Langbein

Dated: December 9, 2019

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

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## EXHIBIT D

TO THAT SPECIAL WARRANTY DEED DATED **DECEMBER 9, 2019**, CONVEYING DWELLING **UNIT 3A** AND PARKING SPACE(S) **P-10 AND P-11**, AND TERRACE L.C.E TO UNIT 3A AND SIDE YARD L.C.E. TO UNIT 3A AND PRIVATE ROOF TERRACE L.C.E. TO UNIT 3A, EACH A LIMITED COMMON ELEMENT IN THE 2753 HAMPDEN CONDOMINIUM LOCATED AT 2753 N. HAMPDEN COURT, CHICAGO, ILLINOIS 60614.

(See Attached)

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

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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.**

CL  
PURCHASER INITIAL  
Christopher Langbein

RL  
PURCHASER INITIAL  
Rebecca Langbein

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:**

1751 HAMPDEN COURT LLC, an Illinois limited liability company

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

By: [Signature]  
Zev Salomon  
Its: Manager

Date: December 9, 2019

**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):**

[Signature]  
Christopher Langbein

[Signature]  
Rebecca Langbein

2753 HAMPDEN CONDOMINIUM ASSOCIATION,  
an Illinois not-for-profit corporation

By: [Signature]  
Zev Salomon  
Its: Authorized Signatory

Dated: December 9, 2019

Dated: December 9, 2019