

# UNOFFICIAL COPY

## SPECIAL WARRANTY DEED

*This instrument was prepared by:*

Alexander Demchenko, Esq.

Demchenko Law, P.C.

120 N. LaSalle St., Suite 950  
Chicago, IL 60602

1 of 2  
2200517-20  
**TRULY**  
TITLE



\*2207508037D\*

Doc# 2207508037 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/16/2022 12:51 PM PG: 1 OF 5

THE GRANTOR, **2706 W THOMAS LLC**, a limited liability company 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, for and in consideration of TEN (10) DOLLARS and other good and valuable consideration in hand paid, and pursuant to the authority given by its Manager pursuant to the operating agreement of said limited liability company, REMISES, RELEASES, ALIENATES AND CONVEYS unto THE GRANTEE, **MARK PHELPS** and **ALYSSA GOETZ**, of the County of Cook, State of Illinois, not as tenants in common or joint tenants ~~as tenants by the entirety~~, all interest in the following described real estate situated in the County of Cook, in the State of Illinois, to wit: *\* a single person*

*GRANTEE'S ADDRESS  
165 W. Superior #1604  
CHICAGO, IL 60654*

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Permanent Index Number: 16-01-404-043-0000 (underlying)

Address of Real Estate: 2704 W. Thomas St., Unit 2, Chicago, IL 60622

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever of the Grantor, either in law or equity, of, in and to the said real estate, with the hereditaments and appurtenances, TO HAVE AND TO HOLD the said real estate forever.

And the Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantee, its successors or assigns, that it has not done or suffered to be done, anything whereby the said real estate hereby granted are, or may be, in any manner encumbered or charged, except as herein recited, and that it WILL WARRANT AND DEFEND the said real estate against all persons lawfully claiming, or to claim the same, by, through, or under it, subject to the matters set forth on Exhibit "B" attached hereto and made a part hereof.

Grantor also hereby grants to the Grantee, its successors and assigns, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said property set forth in the declaration of condominium, aforesaid, and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said declaration for the benefit of the remaining property described therein.

This deed is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said declaration the same as though the provisions of said declaration were recited and stipulated at length herein.

**UNOFFICIAL COPY**Dated this 15<sup>th</sup> day of March, 2022.

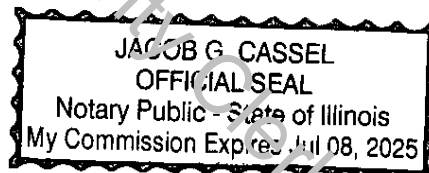
2706 W THOMAS LLC


By: Alexander Demchenko  
Authorized AgentSTATE 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 Alexander Demchenko, being the duly authorized agent of 2706 W Thomas LLC, an Illinois limited liability company ("Company"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such agent, he signed and delivered the said instrument and caused the seal of said Company to be affixed thereto pursuant to the authority given by the operating agreement of said Company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and seal, this 15<sup>th</sup> day of March, 2022.

Jacob G. Cassel  
Notary Public



REAL ESTATE TRANSFER TAX		16-Mar-2022
	CHICAGO:	3,600.00
	CTA:	1,440.00
	TOTAL:	5,040.00 *
16-01-404-043-0000   20220301652303   1-623-002-512		
* Total does not include any applicable penalty or interest due.		

REAL ESTATE TRANSFER TAX		16-Mar-2022
 	COUNTY:	240.00
	ILLINOIS:	480.00
	TOTAL:	720.00
16-01-404-043-0000   20220301652303   0-191-761-808		

AFTER RECORDING, MAIL TO:

Ranija Law Group  
903 Commerce Dr. #210  
Oak Brook, IL 60523

SEND SUBSEQUENT TAX BILLS TO:

Mark Phelps and Alyssa Goetz  
2704 W. Thomas St. Unit 2  
Chicago, IL 60622

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## EXHIBIT "A" LEGAL DESCRIPTION

### PARCEL 1:

UNIT 2 IN 2704 W. THOMAS CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 46 IN BLOCK 3 IN WETHERBEE AND GREGORY'S SUBDIVISION IN THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 2114819007, 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-2, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 2114819007.

Permanent Index Number: 16-01-404-043-0000 (underlying)

Commonly Known As: 2704 W. Thomas St, Unit 2, Chicago, IL 60622

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## EXHIBIT "B" PERMITTED EXCEPTIONS

1. General real estate taxes not yet due and payable at the time of Closing;
2. Applicable zoning and building laws and ordinances;
3. The Illinois Condominium Property Act;
4. The Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and Bylaws of 2704 W. Thomas Condominiums dated May 10, 2021 and recorded with the Recorder of Deeds of Cook County, Illinois on May 28, 2021 as Document number 2114819007, including the plat, and any amendments thereto;
5. Encroachments, if any, which do not materially affect the use of the real estate as a residential condominium;
6. Easements, agreements, conditions, covenants, and restrictions of record, which do not materially affect the use of the real estate as a residential condominium;
7. Grantor's one (1) year limited warranty waiving the implied warranty of habitability between Grantor and Grantee;
8. Acts done or suffered by the Grantee or anyone claiming by, through or under the Grantee;
9. Any liens, claims, encumbrances or exceptions to title arising from or otherwise due to actions of the Grantee; and
10. Liens or other matters of title over which Truly Title, Inc. is willing to insure at Grantor's expense.

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## TAX PAYMENT AND REPRORATION AGREEMENT

This Tax Reproration Agreement is attached to and made a part of that certain Real Estate Purchase and Sale Agreement between 2706 W Thomas LLC ("Seller") and Mark Phelps and Alyssa Goetz (collectively, "Purchaser") dated April 12, 2022, for the purchase of the property commonly known as 2704 W. Thomas St., Unit 2, Chicago, IL 60622 ("Property").

WHEREAS, the parties acknowledge that the Seller is responsible for the payment of the Unit's share of the 2<sup>nd</sup> installment 2021 property tax;

WHEREAS, the exact amount of such taxes cannot be ascertained as of the date of closing because the property tax for the 2<sup>nd</sup> installment for 2021 has not yet been billed.

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Seller shall deposit, at closing, with Seller's attorney as Escrowee, the amount of **\$580.00** to secure its obligation with respect to the payment of the Unit's share of the 2<sup>nd</sup> installment 2021 property tax for the underlying bill based on the Unit's percentage of ownership interest in the common elements. Upon the issuance of the tax bill for the 2<sup>nd</sup> installment of 2021, the Escrowee shall cause the Unit's share of such tax bill to be paid in full and release any overage to Seller. If the amount held in escrow is not sufficient to meet Seller's obligation hereunder, Seller agrees to pay the deficiency to cause the tax bill to be paid in full.

2. The parties agree that the funds held in escrow shall be used solely to meet the parties' obligations under this Agreement and may not be used to satisfy, offset, or address claims made by either party with respect to any other issue. Written notice to a party shall be sufficient if sent by email or fax to that party's attorney. This Agreement shall specifically survive the closing and shall not merge in the deed.

SELLER: 2706 W Thomas LLC

By: Alex Demchenko

Its Authorized Agent

Date: 2/15/22

PURCHASER:

Mark Phelps  
Alyssa Goetz

Date: 3/15/22 3/15/22