

# UNOFFICIAL COPY

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1/19/21

22N071479876L1NF  
SPECIAL WARRANTY DEED

197A

Doc#: 2302010227 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 01/20/2023 03:50 PM Pg: 1 of 7

Dec ID 20221201606863  
ST/CO Stamp 0-767-581-008  
City Stamp 0-855-579-472 City Tax: \$48,750.00

THIS INDENTURE, made this 19<sup>th</sup> day of January, 2023, between **O'Keeffe Mulford, LLC**, a limited liability company created and existing under and by virtue of the laws of the State of Illinois, organized and operated exclusively for charitable purposes, and duly authorized to transact business in the State of Illinois, Grantor, and **O'Keeffe Apartments Owner LLC** ("Grantee"),

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS and other good and valuable consideration in hand paid, by Grantee, the receipt whereof is hereby acknowledged, and pursuant to authority of the Board of Directors of said corporation, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto Grantee, FOREVER, all the following described real estate, situated in the County of Cook and State of Illinois known and described as follows, to wit:

See attached Exhibit 1 for legal descriptions, Tax Parcel Identification Numbers and common addresses

This conveyance is subject to the matters set forth in Exhibit 2 attached hereto.

Together with all and singular the hereditaments and appurtenances thereunto belong, or in anywise appertaining, and the reversion or reversions, remainder or 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 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 forever.

And the Grantor for itself, and its successors, does covenant, promise and agree to and with Grantee, and successors, 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 it WILL WARRANT AND DEFEND, the said premises against all persons lawfully claiming or to claim the same, by through or under it.

[signature on next page]

I HEREBY DECLARE THAT THE ATTACHED DEED REPRESENTS A TRANSACTION EXEMPT FROM TAXATION UNDER THE CHICAGO TRANSACTION TAX ORDINANCE BY PARAGRAPH(S) 82 OF SECTION 2001-250 OF SAID ORDINANCE.

1/19/23 \_\_\_\_\_  
Date Buyer, Seller, or Representative

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IN WITNESS WHEREOF, said Grantor has caused its name to be signed to these presents by its President, the day and year first above written.

**O'KEEFFE MULFORD, LLC**  
an Illinois limited liability company

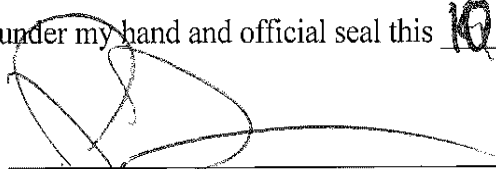
By: **Mulford Square Preservation Corporation, an Illinois**  
**Not-for-profit corporation, its sole Manager**

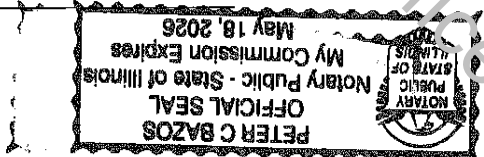
By: \_\_\_\_\_  
Alan Scimeca, President

STATE OF ILLINOIS, )  
) ss.  
COUNTY OF KANE )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Alan Scimeca**, personally known to me to be the President Mulford Square Preservation Corporation, which corporation is the sole Manager of O'Keeffe Mulford, LLC, 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 President, he signed and delivered the said instrument, pursuant to authority given by The Elgin Academy Foundation, being the sole Member of said Manager, as his free and voluntary act, and as the free and voluntary act and deed of said entities, for the uses and purposes therein set forth.

Given under my hand and official seal this 10<sup>th</sup> day of January, 2023.

  
\_\_\_\_\_  
(SEAL) Notary Public



This instrument was prepared by:  
Peter C. Bazos, Esq.  
Bazos, Freeman, Schuster & Pope, LLC  
1250 Larkin Avenue, Suite 100  
Elgin, Illinois 60123

Grantee's address and send subsequent tax bills to:  
O'Keefe Apartments Owner LLC  
c/o Realty & Mortgage Co, Inc.  
1509 W. Berwyn  
Chicago, IL. 60640

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## EXHIBIT 1 LEGAL DESCRIPTION

### PARCEL 1:

LOT 13 (EXCEPT THE EAST 17 1/2 FEET THEREOF) AND ALL OF LOTS 14 AND 15 IN BLOCK 1 IN THE RESUBDIVISION OF BLOCKS 10 AND 11 AND PART OF BLOCK 12 IN SOUTH SHORE DIVISION NO. 5, BEING A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID(s): 20-24-425-001-0000

7001, 7009 S. Paxton Ave. 2201-05 E. 70th St., Chicago, IL 60649

### PARCEL 2:

LOTS 1 AND 2 IN B. J. KELLEY'S SUBDIVISION OF BLOCK 2 IN COMMISSIONER'S PARTITION BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID(s): 20-24-422-013-0000

7000-08 S. Clyde Ave. / 2049-2059 E. 70th St., Chicago, IL 60649

### PARCEL 3:

LOT 100 IN THE FIRST ADDITION TO BRYN MAWR HIGHLANDS BEING A SUBDIVISION OF THE NORTH THREE QUARTERS OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 500 1/2 FEET THEREOF AND EXCEPT BRYN MAWR HIGHLANDS SUBDIVISION AND EXCEPT EAST 67TH STREET AND EAST 68TH STREET HERETOFORE DEDICATED), IN COOK COUNTY, ILLINOIS.

Parcel ID(s): 20-24-415-012-0000

6900-02 South Clyde Ave. and 2049-2059 East 69<sup>th</sup> Street., Chicago, IL 60649

### PARCEL 4:

LOT 13 AND THE SOUTH 1/2 OF LOT 12 IN BLOCK 2 IN SOUTH KENWOOD A RESUBDIVISION OF BLOCKS 2, 7 AND 8 IN GEORGE W. CLARKE'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 WITH PART OF B3 IN STAVE AND KLEMM'S SUBDIVISION OF THE NORTHEAST 1/4 ALL IN SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID(s): 20-25-108-018-0000

7150 S. Euclid Ave., Chicago, IL 60649

### PARCEL 5:

LOTS 6 AND 7 IN SUBDIVISION OF THE WEST HALF OF THE SOUTH THREE-FIFTHS OF LOT 3 IN GEORGE W. CLARKE'S SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Parcel ID(s): 20-25-107-020-0000

7152-56 South Bennett Ave. and 1834 -42 East 72nd Street, Chicago, IL 60649

Property of Cook County Clerk's Office

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## EXHIBIT 2

This conveyance is subject to:

1. General real estate taxes for the years 2022, 2023, and subsequent years, not yet due or payable.
2. Junior Mortgage, Security Agreement and Assignment of Rents and Leases dated December 1, 2010 and recorded December 21, 2010 as Document No. 1035631129 made by O'Keefe Mulford, LLC to Illinois Housing and Development Authority to secure an indebtedness in the amount of \$1,300,000.00. Subordinated by that certain Subordination Agreement recorded November 8, 2015 as document number 1532245053.
3. Terms and provisions contained in Regulatory Agreement dated December 1, 2010 and recorded December 22, 2010 as Document No. 1035631128 between O'Keefe Mulford, LLC and the Illinois Housing Development Authority. Amendment recorded November 18, 2015 as Document No. 1532245054.
4. Rights of residential tenants as tenants only, under written leases per the Rent Roll delivered by Grantor to Grantee, which contain no options or rights to purchase any portion of the insured land.
5. Easement for light, air, ingress and egress over and upon the North 40 feet of the East 1 1/2 feet of Lot 13 (Except the East 17 feet) created by Agreement between Murray Wolbach and Hugh Koehler and Sophie Koehler, his wife dated April 11, 1917 and recorded April 14, 1917 as Document 6089249. (Affects Parcel 1)
6. Terms, conditions and provisions contained in Land Use Restriction Agreement dated September 1, 1984 and recorded November 5, 1984 as Document no. 27324718. Supplement to Land Use Agreement recorded June 13, 1986 as Document 86240990. Amendment recorded November 18, 2015 as Document No. 1532245043. (Affects Parcels 2, 3, 4 and 5)
7. 15 foot building line as shown on the Plat of Subdivision aforesaid and provisions relating to location of bay windows, steps, sun parlors and porches which may extend 8 feet beyond building line. (Affects Parcel 3)
8. Restrictions contained in Warranty Deed from Judson F. Stone, and his wife to Frank C. Rathje dated September 19, 1921 and recorded November 21, 1921 as Document No. 7332035, relating to the location of buildings erected on the Land. (Affects Parcel 3)
9. Agreement contained in Warranty Deed from Oscar Remmer to Seymour Conlan and Edward B. Case dated November 7, 1889 and recorded December 28, 1889 in Book 2777 page 330 as Document 1203603 that no building costing less than \$2,500.00 shall be erected on the South 1/2 of Lot 12 in Block 2 South Kenwood Resubdivision and that said building line shall be maintained 30 feet from the front line there. (Affects Parcel 4)
10. A 30 foot building line as shown on the Plat of said Subdivision. (Affects Parcel 4)
11. Terms, conditions and provisions contained in Land Use Restriction Agreement dated September 1, 1984 and recorded January 17, 1985 as Document no. 27409982. Supplement to Land Use Agreement recorded September 30, 1986 as Document 86444633. Amendment recorded November 18, 2015 as Document No. 1532245044.

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12. Terms and provisions contained in Use Agreement for Multifamily Projects Participating in the Mark-to-Market Program under the Multifamily Assisted Housing Reform and Affordability Act of 1997 dated May 31, 2005 and recorded June 6, 2005 as Document No. 0515712076 by and between SSBOK, LLC and Secretary of Housing and Urban Development. Assumption and Modification of Use Agreement recorded June 8, 2005 as Document No. 0515903095. Assumption of Use Agreement to O'Keefe Mulford, LLC recorded December 22, 2010 as Document No. 1035631116.
13. Terms and provisions contained in accommodation Agreement dated May 31, 2005 and recorded June 8, 2005 as Document No. 0515903094 by and among O'Keefe Venture L.P. and the Secretary of Housing and Urban Development.
14. Terms, conditions, restrictions and provisions contained in Illinois Affordable Housing Tax Credit Regulatory Agreement recorded September 15, 2006 as Document No. 0625817081 by and among Illinois Housing Development Authority and O'Keefe Venture L.P. Amendment recorded November 18, 2015 as Document No. 1532245045.
15. Terms, conditions, restrictions and provisions contained in Low Income Housing Tax Credit Extended Use Agreement dated December 1, 2010 and recorded December 22, 2010 as Document No. 1035631119 by and between Illinois Housing Development Authority and O'Keefe Mulford, LLC. Amendment recorded November 18, 2015 as Document No. 1532245047.
16. Terms, conditions, restrictions and provisions contained in Tax Regulatory Agreement dated December 1, 2010 and recorded December 22, 2010 as Document No. 1035631120 by and among Illinois Housing Development Authority, The Bank of New York Mellon Trust Company, N.A. and O'Keefe Mulford, LLC. Amendment recorded November 18, 2015 as Document No. 1532245048. (Affects Parcel 1)
17. Terms, conditions, restrictions and provisions contained in Tax Regulatory Agreement dated December 1, 2010 and recorded December 22, 2010 as Document No. 1035631121 by and among Illinois Housing Development Authority, The Bank of New York Mellon Trust Company, N.A. and O'Keefe Mulford, LLC. Amendment recorded November 18, 2015 as Document No. 1532245049. (Affects Parcel 4)
18. Terms, conditions, restrictions and provisions contained in Tax Regulatory Agreement dated December 1, 2010 and recorded December 22, 2010 as Document No. 1035631122 by and among Illinois Housing Development Authority, The Bank of New York Mellon Trust Company, N.A. and O'Keefe Mulford, LLC. Amendment recorded November 18, 2015 as Document No. 1532245050. (Affects Parcel 3)
19. Terms, conditions, restrictions and provisions contained in Tax Regulatory Agreement dated December 1, 2010 and recorded December 22, 2010 as Document No. 1035631123 by and among Illinois Housing Development Authority, The Bank of New York Mellon Trust Company, N.A. and O'Keefe Mulford, LLC. Amendment recorded November 18, 2015 as Document No. 1532245051. (Affects Parcel 5)
20. Terms, conditions, restrictions and provisions contained in Tax Regulatory Agreement dated December 1, 2010 and recorded December 22, 2010 as Document No. 1035631124 by and among Illinois Housing Development Authority, The Bank of New York Mellon Trust Company, N.A. and O'Keefe Mulford, LLC. Amendment recorded November 18, 2015 as Document No. 1532245052. (Affects Parcel 2)
21. Terms and provisions contained in Memorandum of Agreement dated December 1, 2010 and recorded December 22, 2010 as Document No. 1035631127 made by and between

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- O'Keeffe Mulford, LLC and Illinois Housing and Development Authority. An agreement recorded November 18, 2015 at 1532245053 which states that this instrument was subordinated to the document or interest described in the instrument recorded on November 18, 2015 as Document No. 1532245040.
22. Terms and provisions contained in Subordination of Management Agreement dated December 1, 2010 and recorded December 22, 2010 as Document No. 1035631131 by Realty & Mortgage Co. and Development Authority.
  23. Encroachment of the Brick Building located mainly on the Land onto the right of way adjoining north by .01 feet to .03 feet as shown on plat of survey number 2022-30198-001 prepared by Robert G. Biedermann, Gremley & Biedermann dated December 21, 2022. Affects parcel 1
  24. Encroachment of the Brick Building located mainly on the Land onto the adjoining property by 0.02 West and 0.08 North as shown on plat of survey number 2022-30200-001 prepared by Robert G. Biedermann of Gremley & Biedermann, dated December 21, 2022. Affects parcel 2
  25. Encroachment of the Fence located on the property South and adjoining onto the Land by approximately 0.56 as shown on plat of survey number 2022-30200-001 prepared by Robert G. Biedermann of Gremley & Biedermann, dated December 21, 2022. Affects Parcel 2
  26. Violation of the building line noted above by the Brick Building by 8.01 feet to 7.94 feet as shown on plat of survey number 2022-30200-002 prepared by Robert G. Biedermann of Gremley & Biedermann dated December 21, 2022. Affects Parcel 3
  27. Encroachment of brick building from land Southerly onto the land by .12 feet to .16 feet as shown on plat of survey number 2022-30200-002 prepared by Robert G. Biedermann of Gremley & Biedermann dated December 21, 2022. Affects Parcel 3
  28. Violation of the building line noted above by the 2 Story Brick Building by .74 to .68 feet as shown on plat of survey number 2022-30199-002 prepared by Robert G. Biedermann of Gremley & Biedermann dated December 21, 2022. Affects Parcel 4
  29. Encroachment of Fence onto the right of way East and adjoining by approximately 0.40 feet, as shown on plat of survey number 2022-30199-002 prepared by Robert G. Biedermann of Gremley & Biedermann dated December 21, 2022. Affects Parcel 4
  30. Encroachment of the wood fence located mainly on the Land north onto the land east by 1.03 feet as shown on plat of survey number 2022-30199-001 prepared by Robert G. Biedermann, Gremley & Biedermann dated December 21, 2022. Affects parcel 5
  31. Encroachment of the fence located mainly on the Land onto the right of way adjoining east by .49 feet as shown on plat of survey number 2022-30199-001 prepared by Robert G. Biedermann, Gremley & Biedermann dated December 21, 2022. Affects parcel 5
  32. Security interest in fixtures affecting the subject real estate as shown by fixture filing indicating O'Keeffe Mulford, LLC, an Illinois limited liability company, as debtor and the Illinois Housing development Authority as secured party, filed on December 22, 2010, as Document Number 1035631130 in the Office of the Recorder of Cook County, Illinois,
  33. All matters reflected on the following plats of survey prepared at the direction of the Grantee by Gremley & Bidermann, a division of PLCS Corporation.
  34. Zoning laws and ordinances.
  35. Matters suffered or created by the Grantee