

THIS DOCUMENT WAS PREPARED BY:

**UNOFFICIAL COPY**



\*2302657011D\*

Jeremy E. Reis, Esq.  
Ruttenberg Gilmartin Reis LLC  
1101 W. Monroe Street, Suite 200  
Chicago, Illinois 60607

Doc# 2302657011 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/26/2023 11:39 AM PG: 1 OF 16

Notary Public employed by law firm of Ruttenberg  
Gilmartin Reis LLC

**AFTER RECORDING MUST BE RETURNED TO:**

**Ron Hurley, Esq.  
Sharon A. Zogas & Associates  
10020 S. Western Avenue  
Chicago, Illinois 60643**

**SPECIAL WARRANTY DEED**

THIS INDENTURE made this **25th day of January 2023** between **1147 Jackson 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 **Xiao Yin and Shiyu Jia, husband and wife, as tenants by the entirety with right of survivorship and not as joint tenants** ("GRANTEE"), having a mailing address of 305 S. Racine Avenue, Unit 3D, Chicago, Illinois 60607.

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.**

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 CA 6 Condominium dated September 9, 2022 and recorded September 9, 2022, in the Office of the Recorder of Deeds of Cook County, Illinois, as document number

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2225215028, made by 1147 Jackson 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 13, 2022**, between 1147 Jackson LLC, an Illinois limited liability company and **Shiyu Jia and Xiao Yin** 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. general real estate taxes for 2023 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 thereto;
- iv. terms, provisions, covenants, conditions, restrictions and options in rights and easements established by the Declaration of Condominium for CA 6 Condominium dated September 9, 2022 and recorded September 9, 2022 as document number 2225215028 made by 1147 Jackson 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, restrictions, easements, agreements, building lines and grants 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;

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- x. 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 the Seller shall so remove at that time by using the funds to be paid upon delivery of the Deed;
- xi. matters over which the Title Company (as hereinafter defined) is willing to insure;
- xii. acts done or suffered by the Purchaser or anyone claiming by, through or under Purchaser;
- xiii. Purchaser's mortgage, if any;
- xiv. the land lies within the boundaries of enterprise zone 4 as disclosed by ordinance recorded April 28, 2016 as document number 1611910114;
- xv. the Seller's right to repurchase the Dwelling Unit and Parking Space and Storage Locker, as contained in Paragraph 19 and Paragraph 20 of this Agreement;
- xvi. the Waiver and Disclaimer of Implied Warranty of Habitability (Dwelling Unit);
- xvii. the Waiver and Disclaimer of Implied Warranty of Habitability (Common Elements); and
- xviii. Terms, provisions, reservations and restrictions contained in the Special Warranty Deed dated **January 25, 2023** made by and between 1147 Jackson LLC, an Illinois limited liability company, and **Shiyu Jia and Xiao Yin**, specifically 1147 Jackson 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.

[SIGNATURE PAGE FOLLOWS]

REAL ESTATE TRANSFER TAX		26-Jan-2023
	CHICAGO:	7,312.50
	CTA:	2,925.00
	<b>TOTAL:</b>	<b>10,237.50 *</b>

17-17-223-001-0000 | 20230101638089 | 0-019-236-688

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

REAL ESTATE TRANSFER TAX		26-Jan-2023
	COUNTY:	487.50
	ILLINOIS:	975.00
	<b>TOTAL:</b>	<b>1,462.50</b>

17-17-223-001-0000 | 20230101638089 | 0-830-539-600

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## SPECIAL WARRANTY DEED

### SIGNATURE PAGE


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

#### SELLER:

**1147 JACKSON LLC**, an Illinois limited liability company

By: Belgravia 1147 Jackson LLC, an Illinois limited liability company, its manager

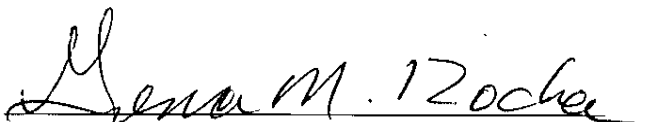
By: Belgravia Group, Ltd., an Illinois corporation, its manager

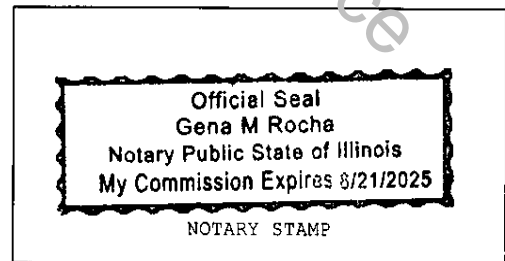
By:   
Jeremy E. Reis  
Its: Vice President, General Counsel & Secretary

Date: January 25, 2023

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, General Counsel & Secretary of Belgravia Group, Ltd.**, an Illinois corporation, **manager of Belgravia 1147 Jackson LLC**, an Illinois limited liability company, **manager of 1147 Jackson 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 January 25, 2023.

  
Notary Public



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**Send Subsequent Tax Bills To:**

**Shiyu Jia**

**Xiao Yin**

**305 S. Racine Avenue, Unit 3D**

**Chicago, Illinois 60607**

Property of Cook County Clerk's Office

COOK COUNTY  
RECORDING DIVISION  
118 N. CLARK ST.  
CHICAGO, IL 60602-1387

COOK COUNTY CLERK'S OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

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## EXHIBIT B

TO THAT SPECIAL WARRANTY DEED DATED **JANUARY 25, 2023**, CONVEYING DWELLING UNIT **3D** AND THE EXCLUSIVE RIGHT TO THE USE OF LIMITED COMMON ELEMENT **PARKING SPACE P-64** AND **STORAGE LOCKER SL-305-3D** AND **BALCONY L.C.E.(S)** TO UNIT **305 3D** IN THE CA 6 CONDOMINIUM LOCATED AT **305 S. RACINE AVENUE, CHICAGO, IL 60607**.

*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 or the Storage Locker, 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

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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 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 or the Storage Locker 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 or the Storage Locker, any partnership interest in any partnership owning an interest in the Dwelling Unit or the Parking Space or the Storage Locker, 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 or the Storage Locker, 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 A

### LEGAL DESCRIPTION OF PARCEL

#### PARCEL A:

**DWELLING UNIT 3D** IN THE CA 6 CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

#### **PARCEL 1:**

LOTS 1 TO 7, INCLUSIVE, IN CHANDLER'S SUBDIVISION OF LOTS 1, 2, 3, AND 4 IN THE SUBDIVISION OF THE WEST HALF OF THE BLOCK 24 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST HALF AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY.

#### **PARCEL 2:**

A 5 FOOT PRIVATE ALLEY LYING SOUTH OF AND ADJOINING LOTS 2, 3, 4, 5, 6, AND 7 IN CHANDLER'S SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

#### **PARCEL 3:**

LOTS 5, 6, 7, 8, 9, AND 10 (EXCEPT THE SOUTH 2 FEET OF SAID LOT 10) IN WRIGHT'S SUBDIVISION OF THE WEST HALF BLOCK 24 IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### **PARCEL 4:**

LOT 11 AND THE SOUTH 2 FEET OF LOT 10 OF WRIGHT'S SUBDIVISION OF THE WEST HALF OF BLOCK 24 IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST HALF AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 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 FOR CA 6 CONDOMINIUM WHICH IS RECORDED AS DOCUMENT NUMBER 2225215023 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

#### PARCEL B:

THE EXCLUSIVE RIGHT TO THE USE OF LIMITED COMMON ELEMENT **PARKING SPACE P-64 AND STORAGE LOCKER SL-305-3D AND BALCONY L.C.E.(S) TO UNIT 305 3D**, AS DELINEATED AND DEFINED IN THE DECLARATION OF CONDOMINIUM AND ANY PLAT OF SURVEY ATTACHED THERETO AFORESAID.

**COMMONLY KNOWN AS:** DWELLING UNIT 3D AND THE EXCLUSIVE RIGHT TO USE **PARKING SPACE P-64 AND STORAGE LOCKER SL-305-3D AND BALCONY L.C.E.(S) TO UNIT 305 3D** LOCATED AT 305 S. RACINE AVENUE IN THE CA 6 CONDOMINIUM, CHICAGO, ILLINOIS 60607.

#### TAX PARCEL IDENTIFICATION NUMBER(S):

17-17-223-001-0000

17-17-223-002-0000

17-17-223-003-0000

17-17-223-004-0000 **AFFECTS LAND AND OTHER PROPERTY**



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## EXHIBIT C

TO THAT SPECIAL WARRANTY DEED DATED **JANUARY 25, 2023**, CONVEYING DWELLING UNIT **3D** AND THE EXCLUSIVE RIGHT TO THE USE OF LIMITED COMMON ELEMENT **PARKING SPACE P-64** AND **STORAGE LOCKER SL-305-3D** AND **BALCONY L.C.E.(S)** TO UNIT **305 3D** IN THE CA 6 CONDOMINIUM LOCATED AT **305 S. RACINE AVENUE, CHICAGO, IL 60607**.

(See Attached)

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

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## CA 6 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 13, 2022** (the "Purchase Agreement") by and between 1147 Jackson LLC, an Illinois limited liability company ("Seller"), and **Shiyu Jia and Xiao Yin** ("Purchaser") for the sale of Dwelling Unit 3D located at **305 S. Racine Avenue, Chicago, Illinois 60607** in CA 6 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, 1147 JACKSON LLC, HEREBY DISCLAIMS AND PURCHASER(S), SHIYU JIA AND XIAO YIN, 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 1147 JACKSON LLC, BELGRAVIA 1147 JACKSON 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 SPACE 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

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**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.**

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

    SJ      
PURCHASER INITIAL  
*Shiyu Jia*

    XY      
PURCHASER INITIAL  
*Xiao Yin*

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.**

    SJ      
PURCHASER INITIAL  
*Shiyu Jia*

    XY      
PURCHASER INITIAL  
*Xiao Yin*

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]

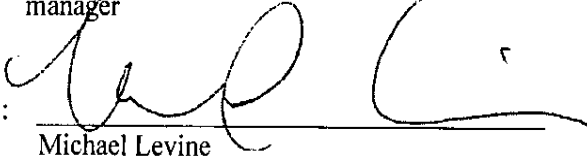
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**SELLER:**

**1147 JACKSON LLC**, an Illinois limited liability company

By: Belgravia 1147 Jackson LLC, an Illinois limited liability company, its manager

By: Belgravia Group, Ltd., an Illinois corporation, its manager

By: 

Michael Levine

Its: Senior Vice President

Date: January 25, 2023

**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):

  
\_\_\_\_\_  
Shiyu Jia

  
\_\_\_\_\_  
Xiao Yin

Dated: January 25, 2023

PROPERTY OF COOK COUNTY CLERK'S OFFICE

# UNOFFICIAL COPY

## EXHIBIT D

TO THAT SPECIAL WARRANTY DEED DATED **JANUARY 25, 2023**, CONVEYING DWELLING **UNIT 3D** AND THE EXCLUSIVE RIGHT TO THE USE OF LIMITED COMMON ELEMENT **PARKING SPACE P-64** AND **STORAGE LOCKER SL-305-3D** AND **BALCONY L.C.E.(S)** TO **UNIT 305 3D** IN THE CA 6 CONDOMINIUM LOCATED AT **305 S. RACINE AVENUE, CHICAGO, IL 60607**.

(See Attached)

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

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## CA 6 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 **April 13, 2022** (the "Purchase Agreement") by and between 1147 Jackson LLC, an Illinois limited liability company ("Seller"), and **Shiyu Jia and Xiao Yin** ("Purchaser") for the sale of Dwelling Unit **3D** located at **305 S. Racine Avenue, Chicago, Illinois 60607** in CA 6 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, 1147 JACKSON LLC, HEREBY DISCLAIMS AND PURCHASER, SHIYU JIA AND XIAO YIN, AND CA 6 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 1147 JACKSON LLC, BELGRAVIA 1147 JACKSON 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 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.**

**PURCHASER(S) ACKNOWLEDGE(S) THAT HE/SHE HAS (THEY HAVE) READ, UNDERSTAND(S) AND**

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**ACCEPT(S) THE CONTENTS OF THIS PARAGRAPH 2.**

SJ  
PURCHASER INITIAL  
Shiyu Jia

XY  
PURCHASER INITIAL  
Xiao Yin

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.**

SJ  
PURCHASER INITIAL  
Shiyu Jia

XY  
PURCHASER INITIAL  
Xiao Yin

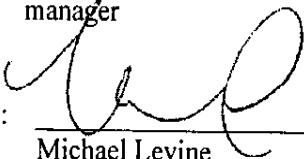
4 **EFFECT AND CONSEQUENCES OF THIS WAIVER-DISCLAIMER.** Purchaser acknowledges and understands that if a dispute arises with Seller and the dispute results in a lawsuit, Purchaser will not be able to rely upon the Implied Warranty of Habitability described in Paragraph 1 above, as a basis for suing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

**SELLER:**

1147 JACKSON LLC, an Illinois limited liability company

By: Belgravia 1147 Jackson LLC, an Illinois limited liability company, its manager

By: Belgravia Group, Ltd., an Illinois corporation, its manager

By:   
Michael Levine  
Its: Senior Vice President

Date: January 25, 2023

[SIGNATURE PAGE FOLLOWS]

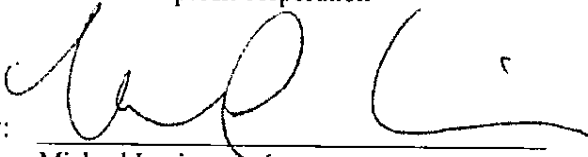
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THE CONDOMINIUM ASSOCIATION AND THE UNDERSIGNED PURCHASER(S) HAVE READ AND DO UNDERSTAND THIS DOCUMENT AND HAVE WE HAD AN OPPORTUNITY TO SEEK PROFESSIONAL ADVICE CONCERNING ITS CONTENTS, INCLUDING THE WAIVER IN FAVOR OF THE RELEASED PARTIES.

**PURCHASER:**

**CA 6 CONDOMINIUM ASSOCIATION,**  
an Illinois not-for-profit corporation

Shiyu Jia  
Shiyu Jia

By:   
Michael Levine

Its: Authorized Signatory

Xiao Yin  
Xiao Yin

Date: January 25, 2023

Date: January 25, 2023

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