

UNOFFICIAL COPY



Doc# 2324440013 Fee \$88.00

RHSP FEE: \$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 09/01/2023 10:01 AM PG: 1 OF 5

SPECIAL WARRANTY DEED

STATE OF ILLINOIS §
§
COUNTY OF COOK §
CC# 121041234

FRESB SB60 Chicago Loan Holdings, LLC, a Delaware limited liability company, whose mailing address is c/o CWCapital Asset Management, 900 9th Street NW – 8th Floor, Washington D.C. 20006 (“Grantor”), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto 6214 S Eberhart Ave LLC, an Illinois limited liability company, having an address of 765 E 69th Place, Chicago, Illinois 60637 (“Grantee”) forever, the following described property:

- (i) That certain real property in Cook County, Illinois, which is described on Exhibit A attached hereto and incorporated herein by reference (the “Land”);
- (ii) All buildings, structures, utility lines, utility facilities, utility improvements, street and drainage improvements, and other improvements of any kind or nature located in, on, or under the Land (all of the foregoing being referred to herein collectively as the “Improvements”); and
- (iii) All appurtenances benefiting or pertaining to the Land or the Improvements, including, without limitation, all of Grantor's right, title, and interest in and to all development and utility rights and permits benefiting the Land and all streets, alleys, rights-of-way, or easements adjacent to or benefiting the Land, and all strips or pieces of land abutting, bounding, or adjacent to the Land (all of the foregoing being referred to herein collectively as the “Appurtenances”).

The Land, Improvements and Appurtenances are collectively referred to herein as the “Property”.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors or assigns, forever; and, subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise; provided, however that this conveyance is made by Grantor and accepted by Grantee subject to: (a) all of the title exceptions revealed in or by the recorded documents and other matters listed on Exhibit B attached hereto and incorporated herein by reference and affecting


*Prepared by email to Kelly Vazhappilly
2700 Ross Fl 20
Dillon TX 75201*

UNOFFICIAL COPY

the Property; and (b) all standby fees, taxes and assessments by any taxing authority for the current and all subsequent years, and all liens securing the payment of any of the foregoing.



GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY. GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY; AND (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS DEED, GRANTEE REPRESENTS THAT GRANTEE HAS MADE (i) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (ii) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.

[SIGNATURE PAGE FOLLOWS]

REAL ESTATE TRANSFER TAX	31-Aug-2023
	CHICAGO: 9,000.00
	CTA: 3,600.00
	TOTAL: 12,600.00 *

20-15-417-009-0000 | 20230801606385 | 1-810-576-848

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

REAL ESTATE TRANSFER TAX	31-Aug-2023
 	COUNTY: 600.00
	ILLINOIS: 1,200.00
	TOTAL: 1,800.00

20-15-417-009-0000 | 20230801606385 | 0-275-133-904

UNOFFICIAL COPY

EXECUTED AND DELIVERED, to be effective if as of the 21st day of August, 2023.

GRANTOR:

FRESB SB60 Chicago Loan Holdings, LLC,
a Delaware limited liability company

By: Wilmington Trust, National Association, as
Trustee for the Registered Holders of Wells
Fargo Commercial Mortgage Securities, Inc.
Multifamily Mortgage Pass-Through
Certificates, Series 2019-SB60 (the "Trust"),
its Sole Member/Manager

By: CWCcapital Asset Management LLC, a
Delaware limited liability company, solely in
its capacity as Special Servicer to the Trust

By: 
Name: Alex Killick
Title: Managing Director

Property of Cook County Clerk's Office


ACKNOWLEDGMENT

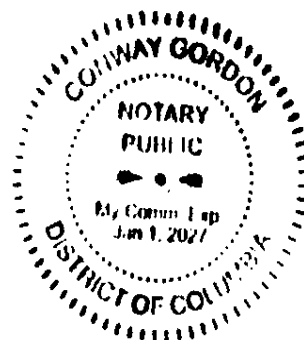
DISTRICT OF COLUMBIA

§
§
§

BEFORE ME, personally appeared, Alex killick, a Managing Director of CWCcapital Asset Management LLC, the special servicer to Wilmington Trust, National Association, as Trustee for the Registered Holders of Wells Fargo Commercial Mortgage Securities, Inc. Multifamily Mortgage Pass-Through Certificates, Series 2019-SB60, the Sole Member/Manager of FRESB SB60 Chicago Loan Holdings, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that same was executed for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21 day of August, 2023


Notary Public, District of Columbia
My Commission Expires: 1.1.2027



UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

LOTS 32, 33, 34, 35 AND THE SOUTH 4 FEET OF LOT 36 IN BLOCK 6 IN THE RESUBDIVISION OF BLOCKS 11 AND 12 IN THE RESUBDIVISION OF THE WASHINGTON PARK CLUB ADDITION TO CHICAGO A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 20-15-417-009-0000

COMMONLY KNOWN AS 6214 SOUTH EBERHART AVENUE, CHICAGO, IL 60637

UNOFFICIAL COPY

EXHIBIT B

PERMITTED EXCEPTIONS

1. A 12 foot building line, shown on Plat of Subdivision.
2. Violation of any and all Building setback lines as disclosed by Survey Number 2023-31115 prepared by United Survey Service, LLC, dated August 5, 2023, last revised August 9, 2023.
3. Covenants contained in warranty deeds from the Washington Park Club to Alexander Eisenstein and Samuel Eisenstein dated August 20, 1913 and recorded September 16, 1913 as Document No. 52655090 conveying Lots 32 and other property as Document No. 5265507 conveying Lots 33 to 35 and in deed from the same grantor to Edward H. Wandell dated September 1, 1910 and recorded February 2, 1911 as Document No. 4701162 conveying Lot 36, that No Part of Any Building Shall Be Erected on the East 12 feet of said Lots excepting porches, patios and bay windows.
4. Laundry room lease agreement dated October 23, 2017, made by and between South Chicago Buildings LLC and CSC Serviceworks, Inc., lessee for a term of 8 years beginning November 19, 2017, contains provisions for automatic renewals, as shown on Special Warranty Deed recorded December 11, 2018, as Document Number 1834519040.
5. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees, as disclosed by rent roll dated August 24, 2023.
6. Encroachment of the building onto the property South and adjoining by approximately 0.06 feet, and onto the property West and adjoining by approximately 2.99 to 3.18 feet, and onto the property North and adjoining by approximately 0.08 feet, as disclosed by Survey Number 2023-31115 prepared by United Survey Service, LLC, dated August 5, 2023, last revised August 9, 2023.
7. Encroachment of the building located mainly on the property North and adjoining onto the subject property by approximately 0.03 feet, as disclosed by Survey Number 2023-31115 prepared by United Survey Service, LLC, dated August 5, 2023, last revised August 9, 2023.