

# UNOFFICIAL COPY



Doc# 2328646068 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 10/13/2023 12:36 PM PG: 1 OF 4

## SPECIAL WARRANTY DEED

MAIL RECORDED DEED TO:  
ANTHONY PERAICA  
PERAICA + ASSOC. LTD  
5130 S. ARCHER AVE.  
CHICAGO, IL 60632

MAIL FUTURE TAX STATEMENTS TO:  
JMCC Realty LLC  
6638 North Longmeadow Avenue  
Lincolnwood, Illinois 60712

THE GRANTORS: County of Cook, a body politic and corporate, d/b/a Cook County Land Bank Authority, of the City of Chicago, County of Cook, State of Illinois, for and in consideration of TEN and NO/100 dollars (\$10.00) and other good and valuable consideration, in hand paid, does hereby GRANT, SELL, and CONVEY to GRANTEE JMCC Realty LLC, ~~AND ILLINOIS LIMITED LIABILITY COMPANY~~, all interest in the following described Real Estate situated in the County of Cook, in the State of Illinois, to wit:

\* GROUP

\* LIABILITY COMPANY

LOTS 1 AND 2 IN THE RESUBDIVISION OF BLOCK 12 IN WEST CHICAGO LAND COMPANY'S SUBDIVISION OF THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number (PIN): 16-10-311-010-0000

Address of Real Estate: 308 N. Kostner Avenue, Chicago, Illinois 60624

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. TO HAVE AND TO HOLD said premises subject only to the covenants, conditions and restrictions of record, general real estate taxes not yet due and payable, and the conditions subsequent and the right of reentry set forth in Exhibit A.

GRANTOR, for itself and its successors and assigns, hereby covenants and represents that it has not done, or suffered to be done, anything whereby the premises hereby conveyed is, or may be, in any manner encumbered or charged, except as recited herein, and that it will warrant and defend the premises against all persons lawfully claiming by, through or under grantor and none other.

DATED this 21<sup>st</sup> day of July 2023

S  
P  
S  
SC  
INT

COUNTY OF COOK, A BODY POLITIC AND CORPORATE, D/B/A COOK COUNTY LAND BANK AUTHORITY

Jessica Caffrey, by Stephen Soltanzadeh, as attorney in fact

Chicago Title 23650058113212 VOL 2 PWS

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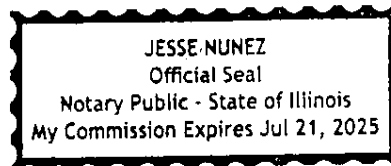
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that **Stephen Soltanzadeh**, with Power of Attorney for **Jessica Caffrey, the Executive Director of the County of Cook, a body politic and corporate, d/b/a Cook County Land Bank Authority**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument on behalf of the Executive Director of Cook County Land Bank and as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 21<sup>st</sup> day of July 2023

  
\_\_\_\_\_  
NOTARY PUBLIC

IMPRESS SEAL HERE





NAME and ADDRESS OF PREPARER:


Stephen Soltanzadeh, Esq.  
Denzin Soltanzadeh, LLC  
190 S. LaSalle Street, Suite 2160  
Chicago, Illinois 60603

EXEMPT UNDER PROVISIONS OF 35 ILCS 200/31-45,  
PARAGRAPH (b), REAL ESTATE TRANSFER ACT

DATE: July 21, 2023

  
\_\_\_\_\_  
Signature of Seller or Representative

REAL ESTATE TRANSFER TAX		12-Oct-2023
	COUNTY:	0.00
	ILLINOIS:	0.00
	TOTAL:	0.00
16-10-311-010-0000   20231001641961   1-254-919-120		

REAL ESTATE TRANSFER TAX		12-Oct-2023
	CHICAGO:	615.00
	CTA:	0.00
	TOTAL:	615.00 *
16-10-311-010-0000   20231001641961   1-549-405-136		

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

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## STATEMENT BY GRANTOR AND GRANTEE

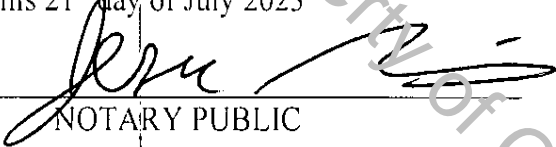
The grantor or his agent affirms that, to the best of his knowledge, the name of the grantor shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

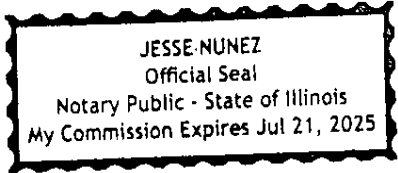
Dated July 21, 2023

Signature:   
Grantor or Agent

SUBSCRIBED and SWORN to before me

this 21<sup>st</sup> day of July 2023

  
NOTARY PUBLIC



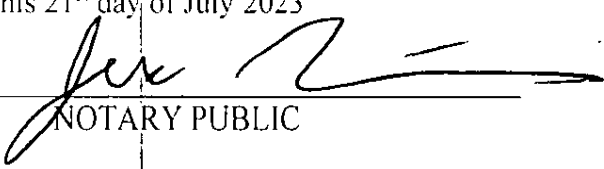
The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

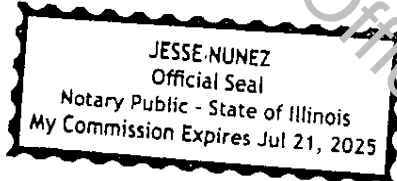
Dated July 21, 2023

Signature:   
Grantee or Agent

SUBSCRIBED and SWORN to before me

this 21<sup>st</sup> day of July 2023

  
NOTARY PUBLIC



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

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## EXHIBIT A PURCHASER OBLIGATIONS

Purchaser/Grantee agrees to accept conveyance of the Property subject to each of the following conditions subsequent which shall be binding upon and enforceable against Purchaser/Grantee, its successors and assigns as follows:

**Within twelve (12) months from the execution date on the Deed, Purchaser/Grantee shall construct on the Property a habitable commercial building that is in compliance with all federal, state, and local building and housing codes applicable to the Property and obtain all necessary approvals and certifications to permit occupancy of primary structures on the Property, including a certificate of occupancy or any equivalent certification (e.g. certified statement from governing municipality confirming that the Property is code compliant). Upon a showing of hardship, the period of compliance may be extended for up to six (6) months. Any extension shall only be effective if set forth in writing by the Executive Director of CCLBA.**

In the event of breach of any of the conditions subsequent, Seller/Grantor shall have a right of reentry to reenter, retake and repossess the Property and thereby terminate all right, title and interest Purchaser/Grantee may have or ever had in and to the Property. It is intended by the Parties, and the Seller/Grantor expressly acknowledges for itself, and all its successors in interest that the interest so reserved to the Seller/Grantor is a RIGHT OF REENTRY FOR BREACH OF THE CONDITION(S) SET FORTH HEREIN.

The failure by the Seller/Grantor to enforce any right of reentry shall in no event be deemed a waiver of the right of Seller/Grantor to thereafter enforce the right of reentry created hereby.

Seller/Grantor shall have the authority to enforce the right of reentry in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of the conditions created herein.

Upon satisfaction by Purchaser/Grantee of the conditions set forth herein, the Seller/Grantor will provide the Purchaser/Grantee with a Certificate of Satisfaction and Termination of Right of Reentry in recordable form certifying that the conditions and all rights to reenter, retake, and repossess the Property are terminated and extinguished ("Certificate").

In order to obtain the Certificate, Purchaser/Grantee must provide the CCLBA a written request for the certificate with documentation that Purchaser/Grantee has satisfied all conditions set forth herein. Within five (5) business days of receiving the documentation, CCLBA will (1) if all purchaser obligations set forth herein are met, provide the Certificate; (2) if all purchaser obligations set forth herein are not met, deny the request, providing CCLBA's reasons for denying the request and what steps, if any, Purchaser/Grantee can take to obtain the Certificate; or (3) give notice to Purchaser/Grantee that CCLBA intends to take reasonable further steps, including but not limited to inspecting the Property, to determine if all purchaser obligations have been met, after which it will grant the certificate upon satisfaction that all purchaser obligations have been met.

The invalidation of any one of the conditions contained herein by a court of competent jurisdiction shall in no way affect any of the other conditions contained herein, which shall remain in full force and effect.