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Doc# 2407211021 Fee \$88.00
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KAREN A. YARBROUGH
COOK COUNTY CLERK'S OFFICE
DATE: 3/12/2024 2:12 PM
PAGE: 1 OF 9

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that NEAR WEST REALTY, LLC, an Illinois limited liability company (hereinafter the "Grantor"), having its principal place of business at 1924 West Race Ave., Chicago, Illinois 60622, for the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby **GRANTS, BARGAINS AND SELLS** to 238 OAKLEY, LLC, an Illinois limited liability company (the "Grantee"), having an address of 16690 Collins Ave., Unit 1103, Sunny Isles Beach, Florida 33160, and its successors and assigns forever, the land situated in the County of Cook, State of Illinois described as follows (the "Property"):

See Exhibit A attached hereto

TO HAVE AND TO HOLD the Property, together with all and singular the privileges and appurtenances belonging thereto 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 Property, with the hereditaments and appurtenances, unto the said Grantee, its successors and assigns forever.


Grantor, for itself and its successors, represents and warrants that the Property has not been alienated or encumbered by Grantor in any way whatsoever, **EXCEPT FOR AND SUBJECT TO** those matters described on Exhibit B attached hereto and made a part hereof (the "Permitted Exceptions"); and that Grantor **WILL WARRANT AND DEFEND** the Property against all persons lawfully claiming, or to claim the same, by, through or under Grantor, subject to the Permitted Exceptions.

[no further text on this page—signature page follows]

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IN WITNESS WHEREOF, NEAR WEST REALTY, LLC, an Illinois limited liability company, has caused this Special Warranty Deed to be executed as of this 11^m day of March, 2024.

NEAR WEST REALTY, LLC,
an Illinois limited liability company

By: 
Name: George B. Munck
Title: Member

Mail Future Tax Bills To:

238 Oakley, LLC
16690 Collins Ave., Unite 1103
Sunny Isles Beach, FL 33166

**EXEMPT UNDER PROVISIONS OF PARAGRAPH
.....L....., SEC. 200.1-2(B-6) OR PARA-
GRAPH....., SEC. 200.1-4 (B) OF THE
CHICAGO TRANSACTION TAX ORDINANCE.**

3-11-24 _____
DATE BUYER, SELLER, REPRESENTATIVE

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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, the undersigned, a Notary Public in said County in the State aforesaid, **DO HEREBY CERTIFY** that George B. Munck, being the Member of **NEAR WEST REALTY, LLC**, an Illinois limited liability 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 he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 7 day of March, 2024.



Notary Public

My commission expires:

[seal]

March 05, 2025



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Exhibit A

Legal Description

PARCEL 1:

LOTS 5, 6 AND 7 (EXCEPT THAT PART OF LOT 7 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7; THENCE WEST, ALONG THE SOUTH LINE OF SAID LOT, 3.76 FEET; THENCE NORTH FORMING AN ANGLE OF 89 DEGREES 56 MINUTES 47 SECONDS FROM WEST TO NORTH FROM THE LAST DESCRIBED LINE 94.31 FEET; THENCE EAST FORMING AN ANGLE OF 89 DEGREES 57 MINUTES 30 SECONDS FROM SOUTH TO EAST FROM THE LAST DESCRIBED LINE 2.04 FEET; THENCE NORTH FORMING AN ANGLE OF 89 DEGREES 59 MINUTES 25 SECONDS FROM WEST TO NORTH FROM THE LAST DESCRIBED LINE 32.70 FEET TO THE NORTH LINE OF SAID LOT; THENCE EAST, ALONG THE NORTH LINE OF SAID LOT, 1.47 FEET TO THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH, ALONG THE EAST LINE OF SAID LOT, 126.90 FEET TO THE POINT OF BEGINNING) IN THE SUBDIVISION OF LOTS 5 AND 6 IN THE SUBDIVISION OF BLOCK 41 OF CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 1/2 OF THE VACATED EAST WEST ALLEY LYING NORTH OF AND ADJOINING LOTS 5, 6 AND 7 IN THE SUBDIVISION OF LOTS 5 AND 6 IN THE SUBDIVISION OF BLOCK 41 OF CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, RANGE 39, TOWNSHIP 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOT 7 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7; THENCE WEST, ALONG THE SOUTH LINE OF SAID LOT, 3.76 FEET; THENCE NORTH FORMING AN ANGLE OF 89 DEGREES 56 MINUTES 47 SECONDS FROM WEST TO NORTH FROM THE LAST DESCRIBED LINE 94.31 FEET; THENCE EAST FORMING AN ANGLE OF 89 DEGREES 57 MINUTES 30 SECONDS FROM SOUTH TO EAST FROM THE LAST DESCRIBED LINE 2.04 FEET; THENCE NORTH FORMING AN ANGLE OF 89 DEGREES 59 MINUTES 25 SECONDS FROM WEST TO NORTH FROM THE LAST DESCRIBED LINE 32.70 FEET TO THE NORTH LINE OF SAID LOT; THENCE EAST, ALONG THE NORTH LINE OF SAID LOT, 1.47 FEET TO THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH, ALONG THE EAST LINE OF SAID LOT, 126.90 FEET TO THE POINT OF BEGINNING AND ALL OF THE LOT 8 IN THE SUBDIVISION OF LOTS 5 AND 6 IN THE SUBDIVISION OF BLOCK 41 OF CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 5 TO 8 BOTH INCLUSIVE IN SUBDIVISION OF LOTS 3 AND 4 IN BLOCK 41 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOTS 5 TO 8 BOTH INCLUSIVE IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 41 OF CANAL TRUSTEE'S SUBDIVISION, SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE SOUTH 12 FEET OF THE VACATED EAST-WEST ALLEY LYING NORTH OF AND ADJOINING LOT 8 IN THE SUBDIVISION OF LOTS 5 AND 6 IN THE SUBDIVISION OF BLOCK 41 OF CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

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PARCEL 7:

THE SOUTH 12 FEET OF THE VACATED EAST-WEST ALLEY LYING NORTH OF AND ADJOINING LOTS 5 AND 6 AND THE WESTERLY 2 FEET (MORE OR LESS) OF LOT 7 IN THE SUBDIVISION OF LOTS 3 AND 4 IN THE SUBDIVISION OF BLOCK 41 OF CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN Nos.: 17-07-308-027-0000
 17-07-308-055-0000
 17-07-308-056-0000
 17-07-308-057-0000
 17-07-308-058-0000

Common Address: 238 N. Oakley Blvd. and 2332-2338 W. Walnut St., Chicago, IL 60612

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Exhibit B

Permitted Exceptions


1. Real estate taxes and special assessments for the year 2023 (payable in 2024) and thereafter, which are a lien, not yet due and payable.
2. Acts done or suffered to be done by Diamond Realty Acquisitions, LLC, Grantee or any of their respective affiliates or anyone claiming by, through our under Diamond Realty Acquisitions, LLC, Grantee or any of their respective affiliates.
3. Covenants conditions, restrictions and agreements contained in the redevelopment agreement between the City of Chicago, a municipal corporation, as the seller, and Bowman Dairy Company, as the purchaser or redeveloper, dated August 7, 1963 and recorded August 9, 1963 as Document No. 18879160, to the City of Chicago and the United States of America for the purpose of said Redevelopment Agreement, relating to the use of the Land, character of improvements (as originally planned or subsequently changed), the necessity for approval by the city of any change in the improvements, rights of access to the Land, prohibition against the execution of any agreement, lease, conveyance or other instrument whereby the Land or any part thereof, is restricted upon the basis of race, religion, color or national origin, in the sale, lease or occupancy thereof.
4. Covenants, conditions and restrictions and agreements in Quit Claim Deed from the City of Chicago, a Municipal Corporation, to Bowman Dairy Company, dated August 7, 1963 and recorded October 10, 1963 as Document No. 18938381, relating to the use of the Land, prohibition of the execution of any agreement, lease, conveyance or other instrument whereby any part of the Land is restricted upon the basis of race, creed or color, in the sale, lease or occupancy thereof, non-merger in this Quit Claim Deed recorded as Document No. 18938381 of any of the covenants, terms or conditions of the aforesaid redevelopment agreement.
5. Terms, provisions, limitations and conditions imposed by the Redevelopment Plan, disclosed by ordinance recorded March 24, 1961 as Document No. 18118237.
6. Covenants, restrictions, conditions and agreements contained in the Redevelopment Agreement between the City of Chicago, a municipal corporation, as the seller, and Jerry L. Solomon and Elaine R. Solomon, his wife, as the purchaser or redeveloper, dated February, 1964 and recorded and filed February 28, 1964 as Document Numbers 19059126 and LR2142111 relating to:
 - (A) Use of the Land;
 - (B) Character of improvements (as originally planned or subsequently changed) and necessity for approval, by the city, of any change in the improvements;
 - (C) Rights of access to the Land, the City of Chicago, and the United States of America for the purposes of said Redevelopment Agreement;
 - (D) Rights and limitations thereof, and obligations of Mortgagees and of parties coming into title by way of, or in lieu of, foreclosure of a Mortgage, in case of default of the redeveloper in complying with the terms of the said Redevelopment Agreement;
 - (E) Prohibition against the execution of any agreement, lease, conveyance or other instrument whereby the Land or any part thereof, is restricted upon the basis of race, religion, color or national origin, in the sale, lease of occupancy thereof.

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7. Covenants, conditions, restrictions and agreements contained in Quit Claim Deed from the City of Chicago, a Municipal Corporation of Illinois, to Jerry L. Solomon and Elaine R. Solomon, his wife, dated February 21, 1964 and recorded and filed March 31, 1964 as Document Numbers 19085949 and LR2142112, relating to:
 - (A) Use of the Land;
 - (B) Necessity of approval, by the City of Chicago of any changes (in the improvements on the Land) which are not in conformity with the redevelopment plan noted at exception number 5 (as amended or extended) or which constitute a major change in said improvements or in the utilization of the Land;
 - (C) Prohibition of the execution of any agreement, lease, conveyance or other instrument whereby any part of the Land is restricted upon the basis of race, creed or color, in the sale, lease or occupancy thereof;
 - (D) Non-merger in this Quit Claim Deed 19085949 and LR2142112 of any of the covenants, terms or conditions of the redevelopment agreement noted at exception number 6.
8. Terms, conditions and provisions of Party Wall Declaration recorded March 4, 2004 as Document No. 0406403067.
9. Party Wall Rights of the owners of the property North and adjoining the Land, as established by agreement recorded/filed May 14, 2004 as Document No. 0413542171, and the terms, covenants, and provisions contained therein.
10. Rights of the public and quasi-public utilities to maintain overhead wires along the north line of the land as shown on the survey by Webster, McGrath & Ahlberg Ltd dated January 11, 2024, last revised February 22, 2024, number 44849.

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REAL ESTATE TRANSFER TAX	12-Mar-2024
 CHICAGO:	0.00
CTA:	0.00
TOTAL:	0.00 *

17-07-308-058-0000 | 20240201637299 | 0-665-492-016

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

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REAL ESTATE TRANSFER TAX		12-Mar-2024	
		COUNTY:	2,600.00
		ILLINOIS:	5,200.00
		TOTAL:	7,800.00
17-07-308-058-0000	20240201657299	1-849-956-912	