

GEORGE F. SOLE\* LEGAL FORMS NO. 804 September, 1975 WARRANTY DEED Statutory (ILLINOIS) (Corporation to Individual)

COOK COUNTY, ILLINOIS FILED FOR RECORD 1984 OCT -4 PM 2:24

27 282 916 27282916

(The Above Space For Recorder's Use Only)

1700

THE GRANTOR Bickerdike Redevelopment Corporation, a not for profit corporation 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, for and in consideration of the sum of Ten dollars and no/cents DOLLARS, and other good and valuable consideration Directors of said corporation and paid, and pursuant to authority given by the Board of Directors CONVEYS and WARRANTS to Carlos J. Ortiz and Noemi Ortiz, his wife 422 N. Springfield Street, Chicago, Illinois not in Tenancy in Common, but in Joint Tenancy the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

Lot 8 of John M. Way's Subdivision of Lots 1 to 5 in Block 6 in Borden's Subdivision of the West 1/2 of the South East 1/4 of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

Subject to: covenants, conditions and restrictions of record; party wall rights and agreements, if any; general taxes for the year 1983 and subsequent years.

PTIN 13-36-418-028-000

For the purposes of paragraph (b) Section 4, of the Real Estate Transfer Tax Act. Dated this 19th day of Oct, 1984. Signature of Buyer-Seller

In Witness Whereof, said Grantor has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by its Executive Director, President, and attested by its Secretary, this 25th day of September, 1984.

Bickerdike Redevelopment Corporation IMPRESS CORPORATE SEAL HERE BY Robert K. Brehm Executive Director ATTEST: Mary E. Rosebraugh SECRETARY

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert K. Brehm personally known to me to be the Exec. Dir. of Bickerdike Redevelopment Corporation, a not for profit corporation, and Mary E. Rosebraugh personally known to me to be the Secretary of said corporation, and 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 severally acknowledged that as such Exec. Dir. and Secretary, they signed and delivered the said instrument as Exec. Dir. and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25th day of September 1984 Commission expires February 3 1987 Marjomi Bosley NOTARY PUBLIC

This instrument was prepared by Anthony R. Licata, Sidley & Austin, One First National Plaza, Chicago, Illinois 60603 (NAME AND ADDRESS)

E # 552710 Allahan

Raymond J. Behrendt Solomon & Behrendt 3 First National Plaza Chicago, Ill 60602

ADDRESS OF PROPERTY: 1740 N. Washtenaw Avenue

Chicago, Illinois THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.

SEND SUBSEQUENT TAX BILLS TO Grantee (Name) BOX 333 (Address)

DOCUMENT NUMBER 27 282 916

OR RECORDER'S OFFICE BOX NO.

WARRANTY DEED  
Corporation to Individual

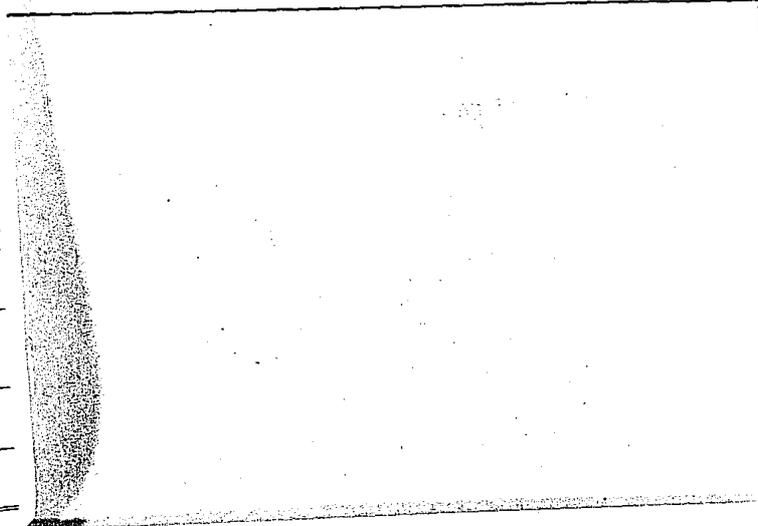


EXHIBIT A

RESERVATION AND DECLARATION  
OF PARTY WALL RIGHTS AND OBLIGATIONS

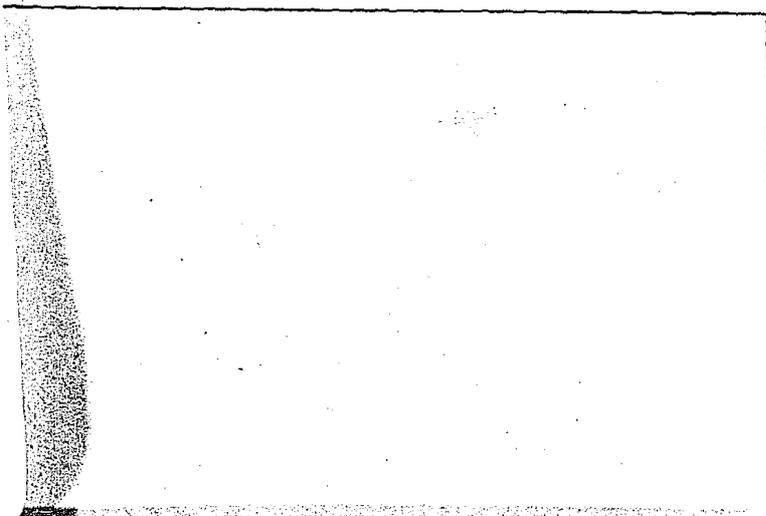
Grantor hereby reserves to itself, its successors and assigns, the right to maintain, use and enjoy as a party wall the wall located on the boundary line between property described in Exhibit A attached hereto and the property herein conveyed to Grantee. Such reservation is made subject to the following terms and covenants:

1. Establishment of Party Wall. The said wall shall be a Party Wall in all respects

2. Extensions. Neither the Grantor nor the Grantee, their heirs, successors or assigns (collectively referred to herein as "Owners" and individually referred to herein as "Owner") may extend the Party Wall to greater height or length than at present, except that either Owner may extend the Party Wall to greater width upon its own land as such Owner sees fit.

3. Damage or Destruction. (a) If the Party Wall becomes damaged or destroyed by the default, negligence, or any other act or omission of either Owner, such Owner shall rebuild or repair the Party Wall at its sole expense and shall compensate the other Owner for any damages caused to

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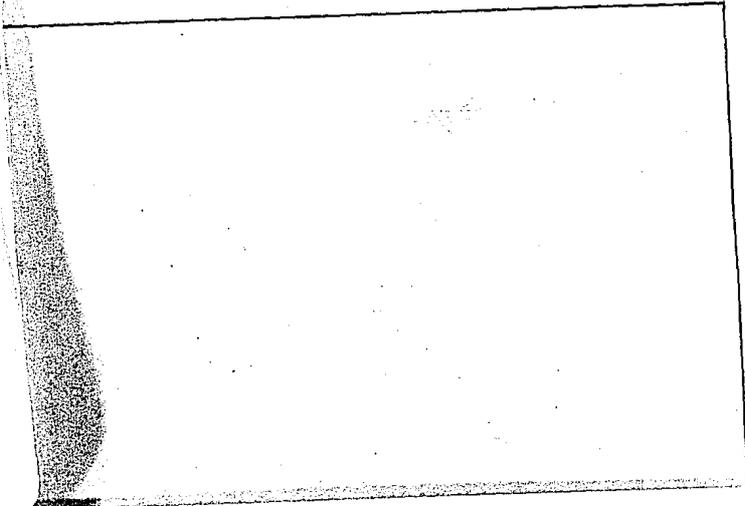
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either the real or personal property owned by the other Owner as a result of such damage, destruction, rebuilding, or repair.

(b) If the Party Wall becomes damaged or destroyed by any cause other than the default, negligence, or any other act or omission of either of the Owners, either Owner shall have the right to rebuild or repair the Party Wall and the other Owner shall upon demand reimburse the rebuilding Owner in the amount of one-half the expenses of such repairing or rebuilding. Any sum received from insurance against such damage or destruction shall, subject to the rights of the holder of a mortgage lien (whether now or hereafter existing), first be applied to the cost of such rebuilding or repair.

(c) Any repairing or rebuilding of the Party Wall shall be on the same location and of the same size as the existing Party Wall or portion thereof, shall be of the same or similar materials of the same quality as that used in the existing Party Wall or portion thereof, and shall conform in all respects to all laws and ordinances relating to the construction of buildings in force in the City of Chicago, Illinois at the time of such rebuilding and repair.

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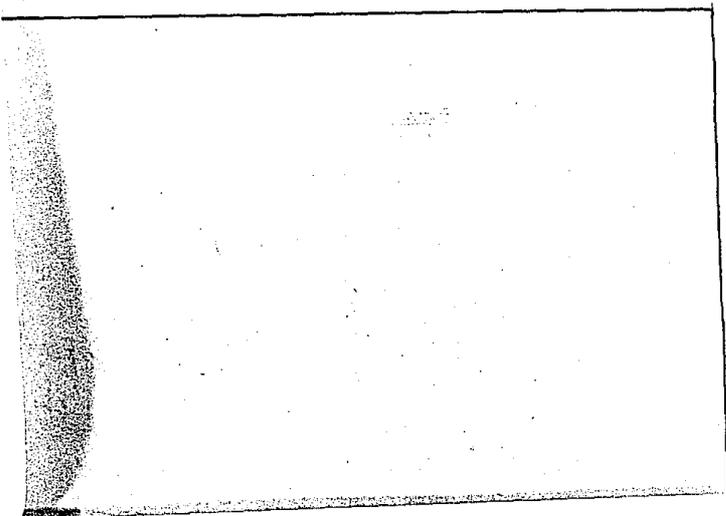


4. Openings. Neither Owner shall make or provide openings through the Party Wall of any nature whatsoever, other than customary holes for nails, screws, anchors, or other devices to hang pictures or other home accessories that do not diminish the structural integrity of the Party Wall or its fire resistancy or sound absorptiveness, without having first obtained the written consent of the other Owner. In the event such consent is given and such openings made, the openings shall be subject to the right of the consenting Owner to close such openings at any time at the sole expense of the Owner so making or providing said openings.

5. Maintenance. The Party Wall, and that portion of the roof lying above the Party Wall, shall be maintained and kept in repair at all times by, and at the joint expense of, both Owners, provided that in the event an Owner has extended the Party Wall to a greater width upon its own land, such Owner shall maintain and keep in repair at all times such extension at its sole expense.

6. Use. Neither Owner shall use the Party Wall in any manner whatsoever that may interfere with the equal use of the other half of the Party Wall by the other Owner nor shall any joists, crossbeams, studs, or other structural members used in construction, repair, or maintenance of the

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property of either Owner encroach upon the property of the other Owner.

7. Easement. The Grantor hereby conveys to the Grantee, his heirs, successors, and assigns, an easement in the land covered by said Party Wall as may be necessary to carry out the terms of this agreement but further reserves to itself, its successors and assigns, a like easement in the land covered by said Party Wall.

8. Binding Effect. This reservation shall be perpetual, and at all times construed as a covenant running with the land to the mutual benefit and burden of the real estate described in Exhibits A and B attached hereto, and shall inure to the benefit of the heirs, successors and assigns of Grantor and Grantee.

9. Breaches and Remedies. (a) Breach by any Owner of any of the covenants or restrictions contained in this Reservation and Declaration and the continuation of any such breach may be enjoined, abated, or remedied by appropriate legal proceedings by the other Owner. Any judgment rendered in any action or proceeding brought pursuant to this Paragraph 9 shall include a sum for attorneys' fees in such amount as a court may deem reasonable in favor of the prevailing party, as well as costs of collection and court

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costs, together with interest thereon at the highest rate lawfully then in effect in the State of Illinois.

(b) The result of each act or omission of either Owner whenever any of the covenants and restrictions herein contained are violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or in equity against a nuisance, either public or private, shall be applicable against each such result and may be exercised by the other Owner.

(c) In the event that either Owner suffers a monetary loss or expends monies as a result of the breach by the other Owner such loss-suffering Owner or money-expending Owner shall be entitled to a lien on the adjoining property owned by the other Owner in the amount of such monetary loss or money expended which lien shall be superior to all other charges or liens against such property by the other Owner, except the lien of any then existing holder of a mortgage on such property, to which lien the lien hereof is hereby expressly subordinated. Such lien hereof may be perfected by the filing of an instrument in the office of the Recorder of Deeds of Cook County, Illinois, indicating the amount of such lien and the obligation thereon for interest, attorney's fees, and costs of collection. The Owner in whose favor such lien exists shall be entitled to foreclose such lien in

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the same manner in which mortgages are enforced and foreclosed in the County of Cook, State of Illinois.

(d) The remedies herein provided for the breach of the covenants and restrictions contained herein shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

(e) The failure of either Owner to enforce any of the covenants and restrictions contained herein shall not constitute a waiver of the right to enforce the same or any other covenant or restriction herein contained thereafter.

10. Amendments. This Reservation and Declaration shall not be amended or otherwise modified in whole or in part unless in a writing executed by all Owners or their respective legal representatives, heirs, successors, or assigns, and recorded in the office of the Recorder of Deeds of Cook County, Illinois.

11. Severability. Invalidation of any one or more of the covenants and restrictions contained in this Reservation and Declaration by judgment or court order shall in no way affect any other provisions hereof, which shall remain in full force and effect as if the portion so invalidated were never included herein.

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12. Non-Waiver. Unless expressly provided in this Reservation and Declaration to the contrary, no consent or waiver, express or implied, by any Owner, to or of any breach by the other Owner of any of the covenants and restrictions contained herein shall be deemed a consent to or waiver of the performance by such Owner of any other covenants and restrictions hereunder or the performance by any other Owner of the same, or of any other, obligations hereunder. No delay or failure by any Owner to exercise any right hereunder shall be construed to be a waiver of any breach or default hereunder or an acquiescence therein, and any single or partial exercise of any such right shall not preclude any other or further exercise thereof or the exercise of any other right.

13. Construction. The headings of paragraphs in this Reservation and Declaration are for convenience of reference only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions hereof. As used in this Reservation and Declaration, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the content so requires; and the terms "Owner" and "Owners" shall include Grantor and Grantee and each and every one of Grantor's and Grantee's successors in interest in the Party Wall, as described in the definition of such terms in Paragraph 2 hereof.

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14. Governing Law. The Party Wall being situated in the State of Illinois, this Reservation and Declaration and the covenants and restrictions herein contained shall be construed and enforced in accordance with the laws of the State of Illinois.

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END OF RECORDED DOCUMENT