

UNOFFICIAL COPY

WARRANTY DEED

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THE GRANTOR, RORK SHELTERS, INC., an Illinois Corporation, of 2029 West North Avenue, the City of Chicago, County of Cook, State of Illinois 60647, for and in consideration of TEN (\$10.00) DOLLARS and other good and valuable consideration in hand paid, CONVEYS and WARRANTS to JOHN J FOMOOK, a bachelor, and MICHAEL FOMOOK, a bachelor, both of 2545 N. Clark Street, City of Chicago, County of Cook, State of Illinois 60614, in JOINT TENANCY, the following described Real Estate situated in the County of Cook, in the State of Illinois, to wit:

Unit 2052 in the Victorian Gardens Townhome Condominium as delineated on a Survey of the following described Parcel of real estate:

Lots 2 and 3 and private alley North and joining Lot 1 in the Resubdivision of Lots 25, 26, 27 and 28 in Block 1 in D.S. Lee's addition to Chicago being a Subdivision in part of the East 1/2 of the Northwest 1/4 and the West 1/2 of the Northeast 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, Chicago, Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium made by Rork Shelters, Inc., recorded March 30, 1989 as document No. 89,140,402 together with its undivided percentage interest in said Parcel.

Commonly known as: Unit 2052, 2052 W. Pirece Street, Chicago, Illinois 60622.

PIN: 17-06-105-008-0000, Vol 582.

Grantor also hereby grants to the grantees, their successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the Declaration, aforesaid, and grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.

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This Deed is subject to covenants, conditions agreements, building lines and restrictions of record; private, public and utility easements; easements recorded at any time prior to the date of this deed, including any easements established by or implied from the Declaration or amendments thereto; roads and highways; party wall rights and agreements; special taxes or assessments for improvements not yet completed; unconfirmed special taxes or assessments; general taxes for the year 1990 and subsequent years; all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length; provisions of Act and Code, including all amendments thereto; applicable zoning and building laws and ordinances and other ordinances of record; encroachments, if any; acts done or suffered by grantee or anyone claiming by, through or under grantee; leases and licenses affecting the Common Elements; grantor's right of repurchase as follows: Except for actions for breach of warranty, in the event of the commencement of any legal action within five (5) years after Closing by or on behalf of the grantee, its successors or assigns against the grantor, its agents or partners for any claim or cause of action arising directly or indirectly from the purchase of the Unit, then grantor shall have the option (the "Option"), exercisable upon not less than thirty (30) days notice issued on or before the thirty-first (31st) day following the fifth anniversary of the recording of this deed (or the next business day if such thirty-first day is not a business day), to repurchase the Unit from grantee, its successors or assigns, upon the terms set forth below. The purchase price payable by grantor in connection with the exercise of the Option shall be the sum of (i) the Purchase Price (plus or minus prorations of general real estate taxes, prepaid insurance premiums, monthly assessments and other similar proratable items); (ii) five percent (5%) of the Purchase Price; and (iii) the cost of any improvements made by grantee to the Unit after the Closing

BOX 15

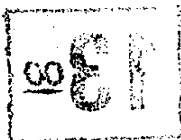
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COOK COUNTY, ILLINOIS
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(which costs shall be established by copies of paid bills delivered to grantor, less the amounts of all credits. The payment by the grantor of the above amount shall be grantee's liquidated damages and grantee's sole remedy for all damages and claims of grantee of any kind and nature whatsoever in connection with this conveyance and the transaction contemplated hereby. Grantee shall convey and deliver to grantor or its designee possession of the Unit and good, marketable and insurable title to the Unit, by Warranty Deed, as evidenced by an Owner's Policy issued by the Title Company, subject only to the Permitted Exceptions (excluding acts of grantee) existing at recording of this deed and any acts of grantor, and thereafter this agreement shall be deemed rescinded. Closing shall be effected through a deed and money escrow. Grantee shall bear the cost of the title insurance in the amount of the purchase price as set forth above. The cost of the escrow shall be paid by grantor. grantor's right of repurchase under this paragraph shall be subordinated and of no force or effect as to the rights of the holder of any mortgage or trust deed hereafter placed upon the Unit regardless of any succession of such holder to the ownership of the property by deed pursuant to foreclosure or deed in lieu of foreclosure.

DATED this 1st day of October, 1990.

RORK SHELTERS, INC.

BY:

Jerry W. Harlan, Jr.
JERRY W. HARLAN, Jr., President

SEAL

ATTEST:

K D Brienzo
KENNETH D. BRIENZO, Secretary

STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

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CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX
DEPT. OF REVENUE
OCT-4-90
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PAID

I, Andrew A. Golko, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JERRY W. HARLAN, JR., President of Rork Shelters, Inc., an Illinois Corporation, and KENNETH D. BRIENZO, Secretary of the said Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the said Corporation, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of the Corporation, did affix the corporate seal of the Corporation to the instrument as his own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and official seal, this 1st day of October, 1990.

"OFFICIAL SEAL"
Andrew A. Golko
Notary Public, State of Illinois
My Commission Expires 7/1/91

Commission expires

Andrew A. Golko
Notary Public

This document prepared by: Andrew A. Golko, Attorney at Law
Suite 1000, 205 W. Wacker Drive
Chicago, Illinois 60606

Mail To:

Jeffrey Helmen
2234 W. Lakewood
Chgo Il. 60614
(315)

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STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
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Cook County

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CITY OF CHICAGO
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