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SPECIAL WARRANTY DEED

Neal C. Pagano
Kathleen Pagano

THIS INDENTURE made this 1st day of June, 1996, between LILL ON THE PARK, L.L.C., an Illinois limited liability company, 325 W. Huron Street, Suite 806, Chicago, Illinois 60610, 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, Grantor, and NEAL PAGANO and KATHLEEN PAGANO of 1133 N. Dearborn Street, #2309, Chicago, Illinois 60610, Grantee, as Tenants by the Entirety and not as Tenants in Common or in Joint Tenancy.

WITNESSETH, the Grantor, in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the Grantee, and to its heirs and assigns, FOREVER, all of the following described real estate, situated in the County of Cook and State of Illinois known and described as follows, to wit:

PARCEL 1: LOT 4 IN LILL ON THE PARK RESUBDIVISION, BEING A RESUBDIVISION IN THE WEST HALF OF SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1995 AS DOCUMENT NUMBER 95663375, IN COOK COUNTY, ILLINOIS.

PARCEL 2: PERPETUAL NON-EXCLUSIVE EASEMENT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS IN, TO, OVER AND ACROSS LOTS 1, 10, 18 AND 19 AS CREATED AND SET OUT IN THE PLAT OF RESUBDIVISION RECORDED SEPTEMBER 29, 1995 AS DOCUMENT NUMBER 95663375 AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS FOR LILL ON THE PARK HOMEOWNERS' ASSOCIATION DATED JANUARY 15, 1996 AND RECORDED JANUARY 24, 1996 AS DOCUMENT NUMBER 96065186 AND AMENDED AS DOCUMENT NUMBER 96141129.

PIN NO: 14-29-418-001 AND 14-29-418-037

ADDRESS OF PROPERTY: 1051 W. LILL AVENUE, CHICAGO, ILLINOIS 60614

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Together with all and singular the hereditaments and appurtenances thereunto belonging, 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, unto the Grantee, either in law or in equity, of, in and to the above described

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This instrument was prepared by: Alan D. Lev, Esq., 325 W. Huron St., Suite 806, Chicago, IL 60610
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MAIL TO:

SEND SUBSEQUENT TAX BILLS TO:

Neal C Pagano

Same

1051 W. Lill Ave

Chicago IL 60614

MAIL TO

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premises, with the hereditament and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the Grantee, its heirs and assigns forever.

Grantor also hereby grants to Grantee, his, her or their heirs and assigns, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said real estate set forth in that certain Declaration of Covenants, Conditions, Restrictions and Easements for Lill on the Park Homeowners' Association made the 15th day of January, 1996, and recorded on January 24, 1996, in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 96065186, and as further amended by that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Lill on the Park Homeowners' Association dated February 14, 1996 and recorded on February 23, 1996 with said Recorder as Document Number 96141129 (the "Declaration"), and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining real estate described therein. Grantor further reserves to itself and its successors and assigns, and Grantee hereby grants to Grantor and its successors and assigns, the right to remedy as provided in Paragraph 20 of the Purchase Agreement dated August 31, 1995 between LILL ON THE PARK, L.L.C., an Illinois limited liability company, and NEAL PAGANO and KATHLEEN IMHOFF for the purchase of the real estate (the "Purchase Agreement") the terms of which are set forth on Exhibit A attached hereto and made a part hereof. The foregoing right of remedy herein reserved by Grantor and granted by Grantee pursuant to Paragraph 20 of the Purchase Agreement is hereby subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the real estate described herein.

And the Grantor, for itself, and its successors and assigns, does covenant, promise and agree, to and with Grantee, his, her or their heirs and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be in any manner incumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim, the same, by, through or under it, WILL WARRANT AND DEFEND, subject to:

- (a) current non-delinquent real estate taxes and taxes for subsequent years;
- (b) plat of subdivision;
- (c) the Declaration, including all amendments and exhibits thereto;
- (d) public, private and utility easements recorded at any time prior to the date of recording hereof, including any easements established by or implied from the Declaration or amendments thereto;
- (e) covenants, conditions, agreements, building lines and restrictions of record as of contract date;
- (f) applicable building and zoning laws, statutes, ordinances and restrictions and the Development Agreement with the Wrightwood Neighbors Conservation Association;
- (g) roads and highways, if any;
- (h) leases and licenses affecting Common Elements and Common Facilities;
- (i) acts done or suffered by the Grantee or anyone claiming by, through or under Grantee; and
- (j) Grantee's mortgage;

TO HAVE AND TO HOLD the same unto said Grantee, and to the proper use, benefit and behalf, forever, of said Grantee.

IN WITNESS WHEREOF, Grantor has caused its name to be signed the date and year first above written.

LILL ON THE PARK, L.L.C., an Illinois limited liability company,

BY: BELGRAVIA GROUP, LTD., an Illinois corporation,
a manager

By 
David W. Ruttenberg, President

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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that DAVID W. RUTTENBERG, the President, of BELGRAVIA GROUP, LTD., an Illinois Corporation, a manager of LILL ON THE PARK, L.L.C., an Illinois limited liability company, Grantor, personally known to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said Grantor, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 26 day of JUNE, 1996.

Carole Grant
Notary Public



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EXHIBIT A

TO SPECIAL WARRANTY DEED DATED JUNE 1, 1996
CONVEYING 1051 W. LILL AVENUE, CHICAGO, ILLINOIS

20. **BEMEDY.** Except for actions for breach of warranty and fraud, in the event of any legal action commenced within five (5) years after Closing by or on behalf of the Purchaser, its successors or assigns, against the Seller, its agents, servants, or any shareholder or partner (general or limited) of Seller, or any other party affiliated with Seller, for any claim or cause of action arising directly or indirectly from the purchase, or use and occupancy of the Dwelling Unit, then, at the option of the Seller, its successors and assigns, within a period of five (5) years from the date of the institution of said action, and upon sixty (60) days prior written notice to the Purchaser, the Seller, its successors and assigns, may tender back to the Purchaser the Purchase Price (plus or minus prorations of general real estate taxes, prepaid insurance premiums, monthly assessments and other similar proratable items) adjusted by the cost of all Changes, if any, plus five percent (5%) and plus the cost of any improvements made by Purchaser to the Dwelling Unit after the Closing Date (which costs shall be established by copies of paid bills and canceled checks delivered to Seller) as liquidated damages, for all damages of any kind and nature whatsoever. Purchaser shall tender title to Seller, its successors and assigns, by Warranty Deed, good, marketable and insurable title to the Dwelling Unit (subject only to the Permitted Exceptions, excluding acts of Purchaser, existing at Closing and any acts of Seller), a title insurance policy, and possession of the Dwelling Unit, and this transaction shall be deemed rescinded. Closing shall be effected through an escrow as described in Paragraph 7(b) hereof. Purchaser shall bear the cost of the title insurance in the amount of the purchase price set forth in this Paragraph 20. The costs of the escrow shall be paid by Seller. The Deed to be delivered on the Closing Date hereunder shall contain provisions incorporated the foregoing remedy. Seller's remedy under this Paragraph 20 is hereby subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the Dwelling Unit.

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