

# UNOFFICIAL COPY

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#8824 # C.J. \*-96-551675  
COOK COUNTY RECORDER

## SPECIAL WARRANTY DEED

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B

THIS INDENTURE made this 1ST day of JULY, 1996, between 2428 N. SOUTHPORT LIMITED PARTNERSHIP, an Illinois limited partnership, of 325 W. Huron Street, Suite 800, Chicago, Illinois 60610, Grantor, and MATTHEW L. JOKI, single and never married, AND HEATHER L. HAUSE, divorced and not since remarried, of 1917 Lincoln Park West, Chicago, Illinois, 60614, as Joint Tenants and not as Tenants in Common, Grantee.

WITNESSETH, the Grantor, in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration in hand paid, does hereby REMISE, RELEASE, ASSIGN AND CONVEY unto the Grantee the following described real estate, situated in Cook County, Illinois:

UNIT NO. C IN 2428 N. SOUTHPORT CONDOMINIUM, TOGETHER WITH THE RIGHT TO USE PARKING SPACE PS-C, A LIMITED COMMON ELEMENT AND STORAGE SPACE SS-C, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE SOUTH 5 FEET OF LOT 12 AND ALL OF LOT 13 IN BLOCK 1 IN WM. HAHN SUBDIVISION OF LOTS 4 TO 6 OF ASSESSOR'S DIVISION IN THE SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT B TO DECLARATION OF CONDOMINIUM RECORDED NOVEMBER 2, 1995 AS DOCUMENT NUMBER 95751437 AND AS AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PERMANENT INDEX NUMBER: 14-29-320-028

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ADDRESS OF PROPERTY: 2428 N. SOUTHPORT AVENUE, UNIT C, CHICAGO, ILLINOIS 60614

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 Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for 2428 N. Southport Condominium Association made the 19th day of October, 1995, and recorded on November 2, 1995 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 95751437 (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 ~~rights to repurchase and~~ remedy as provided in Paragraph 20 of the Purchase Agreement dated May 8, 1996, between 2428 N. SOUTHPORT LIMITED PARTNERSHIP, an Illinois limited partnership, and MATTHEW JOKI 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 ~~rights of repurchase and~~ 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.

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H.B.

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REAL ESTATE TRANSFER TAX

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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) the Condominium Property Act of the State of Illinois and the Municipal Code of the City of Chicago, Section 13-72 et seq., including all amendments thereto;
- (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;
- (f) applicable building and zoning laws, statutes, ordinances and restrictions;
- (g) road and highways, if any;
- (h) leases and licenses affecting Common Elements (as defined in the Declaration);
- (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.

2428 N. SOUTHPORT LIMITED PARTNERSHIP, an Illinois limited partnership

BY: BELGRAVIA GROUP, LTD., an Illinois corporation, its general partner

By   
David W. Ruttenberg, President

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

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, the general partner of 2428 N. SOUTHPORT LIMITED PARTNERSHIP, an Illinois limited partnership, 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 18 day of July, 1996.



Carole Grant  
Notary Public

Delivery Instructions:  
MAIL TO:

NEAL ROSS, ATT  
1 E. OAK ST #2E  
CHICAGO, IL. 60611

THIS INSTRUMENT PREPARED BY:  
ALAN D. LEV  
RUTTENBERG & RUTTENBERG  
325 WEST HURON STREET, SUITE 806  
CHICAGO, ILLINOIS 60610  
(312) 751-2777



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## EXHIBIT A

TO TRUSTEE'S DEED DATED JULY 1, 1996  
CONVEYING UNIT C, 2428 N. SOUTHPORT 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 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 cancelled 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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