

# UNOFFICIAL COPY

## SPECIAL WARRANTY DEED

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96602481

THIS SPECIAL WARRANTY DEED ("Deed") is given this 23rd day of July 1996, by West Side Affordable Housing Limited Partnership, an Illinois limited partnership ("Grantor"), to David Green and Barbara Hill, a resident of Illinois who currently lives at 3413 W. Lexington, Chicago, Illinois, ("Grantee").

DEPT-01 RECORDING \$25.50  
T#0001 TRAN 5087 08/07/96 14:08:00  
#4998 RC \*-96-602481  
COOK COUNTY RECORDER

*N9601/100 KW. 1085*

In consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration paid by Grantee (the receipt of which Grantor acknowledges), Grantor now agrees to REMISE, RELEASE, ALIEN AND CONVEY to Grantee FOREVER, all of the real estate which is specifically described in the legal description which is attached to this Deed as Exhibit A ("Real Estate"). Grantor expressly releases and waives all rights or benefits it has under the Homestead Exemption Laws of the State of Illinois.

In addition to the Real Estate, Grantor now also grants to Grantee everything associated with the Real Estate which is capable of being inherited (including all intangible rights and/or tangible things), along with any rights or things which belong with or are integrally associated with those intangible rights or tangible things which are capable of being inherited (the Real Estate and all of the foregoing are collectively the "Property"). Upon acceptance of this Deed, Grantee shall become the owner of any and all reversionary interests, remainder interests, rents, issues and profits which are in any way associated with the Property, and Grantor shall no longer have any rights or title to anything whatsoever associated with the Property, neither in law nor in equity. Therefore, Grantor now grants the Property to Grantee, its heirs and assigns, TO HAVE AND TO HOLD forever.

Grantor covenants, promises and agrees, to and with Grantee, its heirs and assigns, this it has not done or permitted anything to be done to the Property which would in any way incumber the Property except as stated in this Deed. Grantor also covenants, promises and agrees that it WILL WARRANT AND DEFEND the Property against all persons making any lawful claim by, through or under Grantor, subject to the following permitted exceptions: Those matters contained on Exhibit "A" attached hereto.

Address of Real Estate: 3435 W. Polk  
Chicago, IL 60624

*Office Base*

Real Estate Tax I.D. Number: 16-14-413-003-0000 (affects PIQ and other property)

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Grantor has executed this Deed as of the date first written above.

GRANTOR:

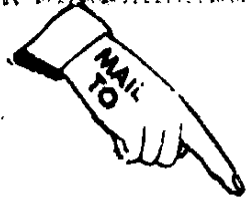
West Side Affordable Housing Limited Partnership  
By: Homan Square Management Company, its Agent

By: *William T. King*  
Name: William T. King, Vice President

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\* 120123  
 \* DEPT OF  
 \* REVENUE  
 \* 77823  
 \*  
 \* CITY OF CHICAGO  
 \* REAL ESTATE TRANSACTION TAX

050164  
 STATE OF ILLINOIS  
 REAL ESTATE TRANSACTION TAX  
 DEPT. OF REVENUE  
 103.50



050164  
 REAL ESTATE TRANSACTION TAX  
 DEPT. OF REVENUE  
 51.75

Thomas W. Tuohy  
 218 N. SHERIDAN  
 CHICAGO, IL 60661

David Green  
 3435 W. Polk  
 Chicago, Illinois 60624

This instrument prepared by Alan D. Peartman, Schmitt, Friedl & Burney, Ltd., 222 North LaSalle Street, Suite 1910, Chicago, Illinois 60601

Commission expires 11/5/99

**OFFICIAL SEAL**  
 MARY DOHERTY  
 Notary Public, State of Illinois  
 My Commission Expires 11/05/99

*Mary Doherty*  
 Notary Public

GIVEN under my hand and official seal this 22 day of July, 1996

The undersigned, a Notary Public in and for Lake County, Illinois, DOES HEREBY CERTIFY that William T. King, of Home Square Management Company, which company is agent for West Side Affordable Housing Limited Partnership, an Illinois limited partnership, who is personally known to me to be the same person whose name is signed to the attached Special Warranty Deed, appeared before me this day in person and acknowledged that as Vice President of Home Square Management Company, he signed and delivered the Special Warranty Deed as his free and voluntary act, and as the free and voluntary act and deed of the agent of the partnership on behalf of the partnership for the uses and purposes described in the Special Warranty Deed.

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 STATE OF ILLINOIS  
 COUNTY OF LAKE

185203996

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## EXHIBIT "A" LEGAL DESCRIPTION

### Parcel 1:

Lot 15 in Homan Square Phase Two, Section One, being a Re-Subdivision of Lots 1 through 48 inclusive, and the vacated 16 foot East/West alley, in Block 10 in E.A. Cummings and Co.'s Central Park Avenue Addition, a Subdivision of part of the Southeast 1/4 of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian, lying South of the North 40 Rods thereof and North of the North line of the Chicago and Great Western Rail Road, recorded June 23, 1899 as Document Number 2837304 in the Recorder's Office recorded July 26, 1995 as Document Number 95492644, all in Cook County, Illinois.

### Parcel 2:

A non exclusive easement for the benefit of Parcel 1 for pedestrian and vehicular access, ingress and egress over and across all common sidewalks, any alleys, streets or roadways as created in the Declaration of Covenants, Conditions, Restriction and Easements for Homan Square Residents Association recorded June 27, 1994 as Document Number 94558398 and as amended by Document Numbers 94930840, 95190932 and 95552590.

### Commonly known as:

3435 West Polk  
Chicago, Illinois 60624

### Tax I.D. Number:

16-14-413-003-0000  
(affects PIQ and other property)

### Subject to:

(1) Real estate taxes for 1996 and subsequent years; (2) special taxes or assessments for improvements not yet completed; and other assessments or installments which are not due and payable at the time of closing; (3) plat of subdivision affecting the Property; (4) public, private and utility easements; (4) covenants, conditions and restrictions of record; (6) applicable zoning and building laws, ordinances and restrictions as amended from time to time; (7) Homan Square Residents' Association Declaration of Covenants, Conditions, Restrictions and Easements; (8) alleys, roads and highway (if any); (9) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which Grantee shall remove at time by payment of money at time of closing and which Grantee shall remove at that time by using the loan proceeds to be paid upon delivery of this Deed; (10) matters over which the title insurer is willing to insure; (11) acts done or suffered by Grantee; (12) Grantee's mortgage; (13) the Mortgage, Security and Recapture Agreement and the Closing Costs Agreement, (if applicable) executed by and between Grantee and the City of Chicago; and (14) the Mortgage, Security and Recapture Agreement and the Closing Costs Agreement, (if applicable) executed by and between Grantee and Sears, Roebuck and Co.

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Property of Cook County Clerk's Office

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