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DEPT-01 RECORDING \$29.50
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 #6443 : JW *-97-025101
 COOK COUNTY RECORDER

CH 335937

TICOR TITLE INSURANCE

108 2

(Above Space For Recorder's Use Only)

2950

SPECIAL WARRANTY DEED AND MEMORANDUM OF LEASE

THIS SPECIAL WARRANTY DEED AND MEMORANDUM OF LEASE ("Deed") is given this 30th day of December, 1996, by Orchard Park Limited Partnership, an Illinois limited partnership ("Grantor"), to Matthew L. Stockham and Piper Holliday Stockham, residents of Illinois who currently live at 2754 N. Hampden, not as joint tenants or tenants in common, but as TENANTS BY THE ENTIRETY ("Grantee").

RECITALS

1. Grantor, as tenant, and the Housing Authority of the City of Chicago, Illinois, as landlord, (the "Ground Lessor") have previously entered into that certain Ground Lease Agreement dated as of February 10, 1995, a memorandum of which was recorded in the Office of the Cook County Recorder of Deeds on April 27, 1995 as Document Number 95278768 as amended by that Amendment to Ground Lease dated July 1, 1996 a memorandum of which was recorded in the Office of the Cook County Recorder of Deeds on September 6, 1996 as Document Number 96683221 as further amended by that Second Amendment to Ground Lease (date) December 30, 1996 a memorandum of which was recorded in the Office of the Cook County Recorder of Deeds on December 30, 1996 as Document Number 96983508 (the "Master Lease"), affecting certain real property of which the Real Estate (as hereinafter defined) is a part. The term of the Master Lease expires on November 30, 2093, which term may be extended under certain conditions for an additional consecutive ninety-nine (99) year period.

2. Grantor, as landlord, and Grantee, as tenant, have entered into that certain Residential Lot Lease dated of even date herewith (the "Lot Lease"). The Lot Lease leases to Grantee the real estate (except the improvements thereon), together with all rights, privileges, easements and appurtenances thereto, described in the legal description attached hereto as Exhibit A (the "Real Estate") for a term ending one day prior to the expiration of the then existing term of the Master Lease.

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3. This Deed is a memorandum of the Lot Lease. This Deed is not a complete summary of the Lot Lease. The provisions in this Deed shall not be used in interpreting the provisions of the Lot Lease.

4. The Real Estate is improved with a townhome and garage and ancillary facilities including driveways, curbs, site lighting, fences, sidewalks and landscaping (the "Improvements").

5. In connection with the lease of the Real Estate to Grantee pursuant to the Lot Lease, Grantor desires to convey and Grantee desires to accept title to the Improvements located on the Real Estate.

Now, therefore, in consideration of the foregoing Recitals (which are incorporated herein by this reference) and 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 does hereby CONVEY to Grantee the Improvements located on the Real Estate.

Grantor covenants, promises and agrees, to and with Grantee, its heirs and assigns, that it has not done or permitted anything to be done to the Real Estate which would in any way encumber the Improvements except as stated in this Deed. Grantor also covenants, promises, and agrees that it WILL WARRANT AND DEFEND the Real Estate against all persons making any lawful claim by, through or under Grantor, subject to the following permitted exceptions, none of which shall adversely affect the merchantability of title to the Improvements, impair the use of the Improvements as a residence, or are violated by existing improvements (subject to the vacation of Weed Street):

- (1) current non-delinquent real estate taxes and taxes for subsequent years;
- (2) [intentionally deleted];
- (3) plat of subdivision affecting the Improvements;
- (4) public, private and utility easements;
- (5) covenants, conditions and restrictions of record;
- (6) applicable zoning and building laws, ordinances and restrictions, as amended from time to time;
- (7) rights of public or quasi public utilities for maintenance facilities together with right of the public, the State of Illinois and the municipality in and to that part of the land lying within Weed Street;
- (8) Declaration of Easements, Restrictions and Covenants for Orchard Park;

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- (9) party walls;
- (10) alleys, roads and highways (if any);
- (11) 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 that time by using the loan proceeds to be paid upon delivery of this Deed;
- (12) matters over which the title insurer is willing to insure;
- (13) acts done or suffered by Grantee;
- (14) Grantee's mortgage;
- (15) terms, conditions and restrictions of the Master Lease; and
- (16) Declaration of Trust in favor of U.S. Department of Housing and Urban Development affecting the fee ownership of the Ground Lessor.

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

GRANTOR:

ORCHARD PARK LIMITED PARTNERSHIP,
an Illinois limited partnership

BY: ORCHARD PARK L.L.C.,
a limited liability company, its General Partner

BY: OPT, Inc., an Illinois not-for-profit corporation,
its Manager

BY:

Christine M. J. Oliver

NAME:

Christine M. J. Oliver

Its:

President

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■ This instrument was prepared by Steven D. Friedland, Schiff, Hardin & Waite, 7200 Sears Tower, Chicago, Illinois.

■ Mail recorded Deed to: Mark Dressel, 2 North LaSalle Street, Chicago, Illinois, 60602.

Send subsequent tax bills to: Matthew L. Stockham and Piper Holliday Stockham, 1547C N. Clybourn, Chicago, Illinois

MAIL
TO

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
COUNTY OF COOK)

The undersigned, a Notary Public in and for Cook County, Illinois, DOES HEREBY CERTIFY that ^{CHRISTINE} ~~M.S. OLIVER~~, as RESIDENT of OPT, Inc., an Illinois not-for-profit corporation and Manager of Orchard Park L.L.C., an Illinois limited liability company and General Partner of Orchard Park Limited Partnership, an Illinois limited partnership, on behalf of said 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 RESIDENT of OPT, Inc., the Manager of Orchard Park, L.L.C. the general partner of Orchard Park Limited Partnership (she)/he (circle one) signed and delivered the Deed as (her)/ his (circle one) free and voluntary act, and as the free and voluntary act and deed of the partnership for the uses and purposes described in the Special Warranty Deed.

GIVEN under my hand and official seal this 30 day of DECEMBER, 1996.

★ CITY OF CHICAGO
★ REAL ESTATE TRANSACTION TAX
★ DEPT OF REVENUE JAN 11 1997
★ 999.00

Marguerite V. Hembree
Notary Public

My Commission expires FEB 26, 2000

★ CITY OF CHICAGO
★ REAL ESTATE TRANSACTION TAX
★ DEPT OF REVENUE JAN 11 1997
★ 489.75

OFFICIAL SEAL
MARGUERITE V HEMBREE
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXT. FEB. 26, 2000

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EXHIBIT A - LEGAL DESCRIPTION
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PARCEL 1:

PROPOSED LOT 3, BLOCK 1, ORCHARD PARK SUBDIVISION

A TRACT OF LAND IN BUTTERFIELDS ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF WEED STREET, 50 FOOT WIDE, AS SHOWN ON THE PLAT OF C. J. HULL'S SUBDIVISION OF LOTS 152, 155, 156 AND PARTS OF LOTS 153 AND 154, IN SAID BUTTERFIELDS ADDITION TO CHICAGO, WITH THE NORTH LINE OF CLYBOURN AVENUE BEARING NORTH 45 DEGREES, 00 MINUTES, 00 SECONDS WEST AND INTERSECTING WITH SAID WEED STREET AT A RIGHT ANGLE, SAID WEED STREET TO BE VACATED; THENCE SOUTH 45 DEGREES, 00 MINUTES, 00 SECONDS EAST, ALONG THE NORTH LINE OF CLYBOURN AVENUE, 16.0 FEET; THENCE NORTH 45 DEGREES, 00 MINUTES, 00 SECONDS EAST, 54.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 45 DEGREES, 00 MINUTES, 00 SECONDS EAST, 21.36 FEET; THENCE SOUTH 45 DEGREES, 06 MINUTES, 59 SECONDS EAST 48.82 FEET; THENCE SOUTH 44 DEGREES, 54 MINUTES, 55 SECONDS WEST, 1.11 FEET; THENCE SOUTH 45 DEGREES, 05 MINUTES, 05 SECONDS EAST, 6.38 FEET; THENCE SOUTH 44 DEGREES, 54 MINUTES, 55 SECONDS WEST, 5.00 FEET; THENCE NORTH 45 DEGREES, 05 MINUTES, 05 SECONDS WEST, 6.38 FEET; THENCE SOUTH 44 DEGREES, 54 MINUTES, 55 SECONDS WEST, 15.25 FEET; THENCE NORTH 45 DEGREES, 06 MINUTES, 59 SECONDS WEST, 48.86 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPOSED LOT 8, BLOCK 1, ORCHARD PARK SUBDIVISION

A TRACT OF LAND IN BUTTERFIELDS ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF WEED STREET, 50 FOOT WIDE, AS SHOWN ON THE PLAT OF C. J. HULL'S SUBDIVISION OF LOTS 152, 155, 156, AND PARTS OF LOTS 153 AND 154, IN SAID BUTTERFIELDS ADDITION TO CHICAGO, WITH THE NORTH LINE OF CLYBOURN AVENUE BEARING NORTH 45 DEGREES, 00 MINUTES, 00 SECONDS WEST AND INTERSECTING WITH SAID WEED STREET AT A RIGHT ANGLE, SAID WEED STREET TO BE VACATED; THENCE NORTH 45 DEGREES, 00 MINUTES, 00 SECONDS EAST, ALONG THE CENTER LINE OF SAID WEED STREET, 159.89 FEET; THENCE SOUTH 45 DEGREES, 00 MINUTES, 00 SECONDS EAST, 73.41 FEET; THENCE NORTH 44 DEGREES, 52 MINUTES, 28 SECONDS EAST, ALONG THE FACE OF A GARAGE, 20.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 44 DEGREES, 52 MINUTES, 28 SECONDS EAST, 9.83 FEET; THENCE SOUTH 45 DEGREES, 08 MINUTES, 31 SECONDS EAST, 20.23 FEET TO THE FACE OF SAID GARAGE; THENCE SOUTH 44 DEGREES, 46 MINUTES, 59 SECONDS WEST, ALONG SAID FACE 9.83 FEET; THENCE NORTH 45 DEGREES, 08 MINUTES, 31 SECONDS WEST, 20.25 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS

LOTS 3 AND 8 IN BLOCK 1 OF ORCHARD PARK SUBDIVISION, BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF TO BE RECORDED, IN COOK COUNTY, ILLINOIS.

PIN: 17-04-101-044, 048, 052

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS IN FAVOR OF PARCEL 1 AS CREATED, DEFINED AND LIMITED BY INSTRUMENT (DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR ORCHARD PARK) DATED 12-30-96 AND RECORDED 12-31-96 AS DOCUMENT NUMBER 96983509 OVER, UPON AND ACROSS THE COMMON AREA (AS DEFINED AND DESCRIBED THEREIN).

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS IN FAVOR OF PARCELS 1 AND 2 AS CREATED DEFINED AND LIMITED BY INSTRUMENT (EASEMENT AGREEMENT) RECORDED SEPTEMBER 6, 1996 AS DOCUMENT NUMBER 96 683 222 OVER UPON AND ACROSS PRIVATE STREET.

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Prop. Address: 1547 E. N. Clybourn
Chicago, IL

PTN: 17-04-101-044, 17-04-101-048, 17-04-101-052