

This instrument was prepared by:
William S. McDowell, Jr.
Baker & McKenzie
130 East Randolph Drive
Chicago, Illinois 60601

7821/0022 39 001 Page 1 of 3
1998-06-02 09:38:25
Cook County Recorder 25.50

After recording, mail to:

Gayle Campbell
Gayle Campbell Attorney
175 Old Half Day Road
Lincolnshire, Illinois 60069

Above Space for Recorder's Use Only

SPECIAL WARRANTY DEED

DEARBORN-COETHE DEVELOPMENT L.L.C., an Illinois limited liability company ("Grantor"), for ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants and conveys and transfers to Marilyn Lea Rinaldi, whose address is 711 W. Old Elm Road, Lake Forest, Illinois 60045, all of Grantor's right, title and interest in and to:

(i) Unit 301 in The Whitney Condominium as delineated on a survey of a parcel of land comprised of Lots 5 and 6 and the South 6.96 feet of Lot 7 in Simon's subdivision of Lot 6 in Bronson's addition to Chicago; Lots 1, 2 and 3 in the subdivision of Lot 5 together with Sub Lot 1 of Lot 4 in Bronson's addition to Chicago; and Lots 1 to 5, both inclusive, in Alice P. Holbrook's subdivision of Lot 4 in the subdivision of Lot 5 in Bronson's addition to Chicago; all in the North East 1/4 of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which survey (the "Plat") is attached as Exhibit "D" to the Declaration of Condominium Ownership for The Whitney Condominium recorded in Cook County, Illinois on December 31, 1996 as Document No. 96-982956, as amended by First Amendment recorded October 1, 1997 as Document No. 97-730677 and Second Amendment recorded March 19, 1998 as Document No. 98-216407 (as so amended, the "Declaration"), together with its undivided percentage interest in the Common Elements; and

(ii) The Limited Common Element(s) comprised of Parking Space(s) numbered 28 & 31 as delineated on the Plat and as described in Subparagraph 8(a) of the Declaration;

Permanent Real Estate Index Number: 17-04-218-048-1001

Common Address: 1301 North Dearborn Parkway, Unit 301, Chicago, Illinois 60610

all subject, however, to (i) general real estate taxes which are a lien but not yet due and payable, (ii) all rights, easements, covenants, conditions, options, restrictions and reservations contained in or established by said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein, (iii) adverse encroachment of the three story brick building and a stockade fence located mainly on the property north and adjoining the land described in the Declaration by various distances of 0.22 feet to 0.35 feet, with respect to said building, and by 0.68 feet with respect to said fence, as disclosed by the Plat, (iv) applicable zoning and building laws or ordinances, including building lines and

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setbacks, (v) limitations and conditions imposed by the Illinois Condominium Property Act, (vi) installments due after the date of Closing of assessments established and/or levied pursuant to the Declaration, and (vii) acts done or suffered by or judgments against Grantee.

GRANTOR also hereby grants to the Grantee, its successors and assigns, as rights and easements appurtenant to the subject unit described herein, the rights and easements for the benefit of said unit set forth in the Declaration of Condominium; and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining land described therein.

GRANTOR hereby warrants title to the aforesaid property, subject to the matters affecting title thereto described above, against the acts of Grantor, and the lawful claims of every person claiming said property or any part thereof or any interest therein, by, through, or under Grantor by reason of said acts, but not otherwise.

CERTIFICATE

GRANTOR certifies, in accordance with Subparagraph 8(b) of the Declaration, that a copy of this deed has been delivered to the Board (as defined in Subparagraph 1(b) of the Declaration).

IN WITNESS WHEREOF, Grantor has signed these presents on May 21, 1998.

DEARBORN GOETHE DEVELOPMENT L.L.C., an Illinois limited liability company

By: [Signature] Vice President

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on May 21, 1998 by Richard L. Zisook, Vice President of Dearborn-Goethe Development L.L.C., an Illinois limited liability company, on behalf of said company.

[Signature]
Notary Public

CITY OF CHICAGO REAL ESTATE TRANSACTION TAX
DEPT. OF REVENUE MAY 22 '98
\$ 2,925.00

OFFICIAL SEAL
KAREN TOTH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4-8-2001

STATE OF ILLINOIS REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE
\$ 390.00

Cook County REAL ESTATE TRANSACTION TAX
REVENUE STAMP JUN-1-98
\$ 195.00

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closing occurs divided by 365. All or the improvement portion of any unit shall be allocated to you, as Purchaser, unless the percentage of the year for which the improvements were assessed (the "Assessor's Percent") exceeds the percentage resulting from dividing the number of days remaining in the calendar year after the date of closing by 365 (the "Purchaser's Percent") in which case your share, as Purchaser, of the Improvement Portion shall be the Improvement Portion multiplied by the percentage resulting from dividing the Purchaser's Percent by the Assessor's Percent. If the Assessor's records do not indicate a partial assessment (the percentage of the year for which the improvements were assessed being shown as an occupancy factor), for purposes of reprorating, the Assessor's Percent shall be deemed to be one hundred percent.

Please indicate your acceptance of the foregoing by signing the endorsement appearing at the conclusion hereof.

Yours very truly,
DEARBORN GOETHE DEVELOPMENT L.L.C., an Illinois limited liability company
By: [Signature] Its: Vice President

The foregoing is agreed to and accepted:
[Signature]
Maurer Borden

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DEARBORN-GOETHE DEVELOPMENT L.L.C.

Marilyn Lea Rinaldi
711 W. Old Elm Road
Lake Forest, Illinois 60045

May 28, 1998

Re: Real Estate Taxes on Unit No. 301
The Whitney Condominium

Dear Ms. Rinaldi:

This will confirm that the Seller will pay in full the 1997 real estate taxes for the captioned unit after the final bill therefor has been issued and before any penalty interest accrues thereon.

You have received a credit for 1998 real estate taxes at the time of closing your purchase of the captioned unit in the amount of \$522.66 (being \$1,289.00 times 148 /365), which represents the Seller's estimated share of such real estate taxes affecting your unit for the portion of 1998 prior to the closing.

We have both agreed to prorate the taxes levied for 1998, in the manner hereinafter described and on the basis thereof, the party having previously paid or given credit to the other party for his share of such taxes, shall pay the shortfall to, or be paid a refund by, such other party as the case may be. Notwithstanding any method described above for arriving at a preliminary proration, the method for prorating taxes based on the actual bill shall be to separate the total tax bill for the year being prorated into that portion which is attributable to the assessed valuation of the land (the "Land Portion") and that portion which is attributable to the assessed valuation of the improvements on the land (the "Improvement Portion"). The amount of the Land Portion of the bill shall be the assessed value of the Unit's interest in the land, as reflected in the records of the Cook County Assessor multiplied by the state equalization factor and by the tax rate shown in the applicable tax bill. The Improvement Portion shall be the difference between the amount of said bill and the Land Portion thereof. Seller's share of the Land Portion shall be the Land Portion times the number (from January 1 of such year) of the day on which the closing occurs divided by 365. All of the Improvement Portion of any bill shall be allocated to you, as Purchaser, unless the percentage of the year for which the improvements were assessed (the "Assessor's Percent") exceeds the percentage resulting from dividing the number of days remaining in the calendar year after the date of closing by 365 (the "Purchaser's Percent") in which case your share, as Purchaser, of the Improvement Portion shall be the Improvement Portion multiplied by the percentage resulting from dividing the Purchaser's Percent by the Assessor's Percent. If the Assessor's records do not indicate a partial assessment (the percentage of the year for which the improvements were assessed being shown as an occupancy factor), for purposes of prorating, the Assessor's Percent shall be deemed to be one hundred percent.

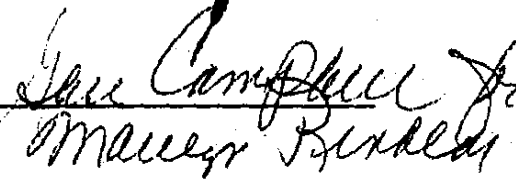
Please indicate your acceptance of the foregoing by signing the endorsement appearing at the conclusion hereof.

Yours very truly,

DEARBORN-GOETHE DEVELOPMENT L.L.C.,
an Illinois limited liability company

By: 
Its: Vice President

The foregoing is agreed to and accepted:


Marilyn Lea Rinaldi

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