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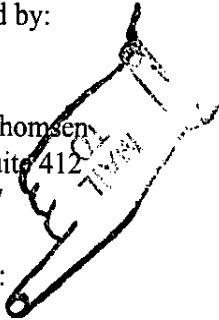
1 of 2  
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This deed was prepared by:

7371/0128 27 001 Page 1 of 6  
1999-08-30 11:41:42  
Cook County Recorder 31.50

Warren P. Wenzloff  
Applegate & Thorne-Thomsen  
322 S. Green Street, Suite 412  
Chicago, Illinois 60607



99826151

After recording mail to:

E. Charles Jiongco  
Veverka Rosen & Haugh  
180 N. Michigan, Suite 900  
Chicago, Illinois 60601

(Above Space For Recorder's Use Only)

## SPECIAL WARRANTY DEED AND MEMORANDUM OF LEASE

6  
Ⓟ

THIS SPECIAL WARRANTY DEED AND MEMORANDUM OF LEASE ("Deed") is given this <sup>25th</sup> day of August, 1999, by Orchard Park Limited Partnership, an Illinois limited partnership ("Grantor"), to John T. Bye and Christine M. Kachinsky, husband and wife ("Grantee"), residents of Illinois who currently live at 1817 North Fremont, #2R, Chicago, Illinois, not as Joint Tenants or as Tenants in Common but as TENANTS BY THE ENTIRETY.

### 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 dated December 30, 1996 a memorandum of which was recorded in the Office of the Cook County Recorder of Deeds on December 31, 1996 as Document Number 96982503 (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.

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.

TICOR TITLE INSURANCE

18160010

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★ 004675 ★  
★ CITY OF CHICAGO ★  
★ REAL ESTATE TRANSACTION TAX ★  
★ DEPT OF REVENUE ★  
★ PERMITS ★

900.00

★ CITY OF CHICAGO ★  
★ REAL ESTATE TRANSACTION TAX ★  
★ DEPT OF REVENUE ★  
★ PERMITS ★

900.00

★ CITY OF CHICAGO ★  
★ REAL ESTATE TRANSACTION TAX ★  
★ DEPT OF REVENUE ★  
★ PERMITS ★

★ CITY OF CHICAGO ★  
★ REAL ESTATE TRANSACTION TAX ★  
★ DEPT OF REVENUE ★  
★ PERMITS ★

675.00

Property of Cook County Clerk's Office

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4. The Real Estate is improved with a townhome 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:

- (1) current non-delinquent real estate taxes and taxes for 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 Improvements (now or hereinafter recorded);
- (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) Declaration of Easements, Restrictions and Covenants for Orchard Park;
- (8) party walls;
- (9) alleys, roads and highways (if any);

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- (10) 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;
- (11) matters over which the title insurer is willing to insure;
- (12) acts done or suffered by Grantee;
- (13) Grantee's mortgage;
- (14) terms, conditions and restrictions of the Master Lease; and
- (15) 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:  
NAME:  
Its:

  
\_\_\_\_\_  
CAREY OVERSTREET  
\_\_\_\_\_  
VICE PRESIDENT

Send Subsequent tax bills to:

John T. Bye & Christine M. Kachinsky  
1525A N. Clybourn Avenue  
Chicago, Illinois 60610

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## EXHIBIT A - Legal Description

### Parcel 1:

Leasehold Estate (said leasehold estate being defined in paragraph 1(H) of the conditions and stipulations of the policy) created by instrument (referred to herein as the Lot Lease), which demises the land but not the improvements located thereon for a term of years beginning August 25, 1999 and ending November 29, 2023; being a sublease of part of that Leasehold Estate created by instrument dated February 1, 1995 (referred to herein as the Ground Lease) a Memorandum of which was recorded April 27, 1995 as Document Number 95,278,768, which demises the land and other land for a term of years beginning April 7, 1995 and ending November 30, 2093.

### Subparcel A:

Lot 1 in Block 3 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.

### Subparcel B:

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 December 30, 1996 and recorded December 31, 1996 as Document Number 96,983,509 over, upon and across the Common Area (as defined and described therein).

### Subparcel C:

Easement for ingress and egress in favor of Parcels 1 and 2 as created and defined and limited by instrument (Easement Agreement) recorded September 6, 1996 as Document Number 96,683,222, over, upon and across private street.

### Parcel 2:

Improvements (but not the common area improvements) as created, defined and limited by instrument (Declaration of Easements, Restrictions and Covenants for Orchard Park) dated December 30, 1996 and recorded December 31, 1996 as Document Number 96,983,509 located on the land.

Permanent Real Estate Index Number: (portion only)

17-04-101-029-0000

17-04-101-044-0000

17-04-101-045-0000

17-04-101-048-0000

17-04-101-051-0000

17-04-101-052-0000

17-04-101-031-0000

Address of Real Estate: 1525A N. Clybourn, Chicago, Illinois 60610

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