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9527/0184 10 001 Page 1 of 5 1999-02-05 13:15:56 Cook County Recorder

THIS INDENTURE made this 28th day of January, 1999 between LINCOLN PARK GARAGE LIMITED PARTNERSHIP, an Illinois limited partnership, 325 W. Huron Street, Suite 806, Chicago, Illinois 60610, created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, as Grantor, and Richard Elden, 2430 North Lakeview Avenue, #115, Chicago, IL 60614, as Grantee.

WITNESSETH, the Grantor, in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration in hand paid the receipt whereof is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the Grance, and to its heirs and assigns, FOREVER, all of the following described real estate, situated in the County of Cook and State of Illinois known and described as follows, to wit:

Legal Description Attached Hereto as Exhibit A

PIN: 14-28-322-014 and 14-28-322-016

1, NG800 171

COMMON ADDRESS: UNIT NO(S). 233, LINCOLN PARK GARAGE CONDOMINIUM,

2431 N. Clark Street, Chicago, Illinois

Together with all and singular the hereditament and app utenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, reats, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, unto the Grantee, either in law or in equity, of, in and to the above described premises, with the hereditament and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the Grantee, its heirs and assigns forever.

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 Cincoln Park Garage Condominium Association made the 28th day of January, 1999 and recorded on January 29, 1999 in the Grice of the Recorder of Deeds of Cook County, Illinois, as Document Number 99097240 (the "Declaration"), and Grantor receives 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. This deed is subject to all rights, easements, covenants, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein. Grantor further reserves to itself and its successors and assigns, and Grantee hereby grants to Grantor and it successors and assigns, the right to remedy as provided in Paragraph 15 of the Purchase Agreement between Grantor and Grantee for the purchase of the real estate (the "Purchase Agreement"), the terms of which are set forth on Exhibit B, attached hereto and made a part hereof. The foregoing right of remedy herein reserved by Grantor and granted by Grantee pursuant to Paragraph 15 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

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:



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- a. current non-delinquent real estate taxes and taxes for subsequent years;
- b. special taxes or assessments for improvements not yet completed and other assessments or installments thereof not due and payable at the time of closing;
- c. 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;
- d. the Declaration, including all amendments and exhibits attached thereto;
- e. public, private and utility easements recorded at any time prior to closing, including any easements established by or implied from the Declaration or amendments thereto;
- f. covenants, conditions, agreements, building lines and restrictions of record;
- g. applicable building and zoning laws, statutes, ordinances and restrictions;
- h. roads and highways, if any;
- i. leases and licenses affecting Common Elements;
- j. acts done or suffered by the Grantee or anyone claiming by, through or under the Grantee;
- k. Grange's mortgage;
- the Decision of Covenants, Conditions, Restrictions and Easements dated April 28, 1998 and recorded with the Recorder of Deed of Cook County, Illinois on May 12, 1998 as Document Number 98391079; and
- m. the Parking Facility Management Agreement dated October 26, 1997 with Standard Parking, L.P.

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.

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LINCOLN PARK GARAGE LIMITED
PARTNERSHIP, on Illinois limited partnership

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

By_

wid W. Ruttenberg, President

STATE OF ILLINOIS E REAL ESTATE TRANSFER TAX

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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, CAROLE GRANT, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that David W. Ruttenberg, President of BELGRAVIA GROUP LPG, INC., an Illinois Corporation, general partner of LINCOLN PARK GARAGE 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 purpose; therein set forth.

Given under my hand and Notarial Seal this 28th day of January, 1999

OFFICIAL SEAL CAROLE GRANT NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 9-25-99

Notary Public

THIS INSTRUMENT WAS PREPARED BY: RUTTENBERG & RUTTENBERG, 325 W. Huron Street, Suite 806, Chicago, IL 60610

DE CLOPTICO Mail To and Send Subsequent Tax Bills To: Richard Elier.

2430 North Lakeview Avenue, #115 Chicago, IL 60614

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. Lothoiz's ! Principa' ! veridian, according to 500 7 in Baird's Lincoln Park Addition Plat thereof recorded March 11, 1 n to Chicago, being a Subdivision of the Southeast Oucrter of the Southwest Oucrter of Section 28, Township 49 frontn, Range 1907 as Document Number 4001675, in Book 95, Page 17, in Cook County, Illinois.

rcel 2: The Southerly 102 feet 1/2 inch of the Wasterly 215 feet of Lot 4 in Baird's Lincoln Park Addition to Chicago, being a Subdivision of the Southerst corner of the Southwest Overter North, Range 14, East of the Third Principal Meridian, in Cook County, Windis. of Section

Except from sold parcels. The property and space at the first floor of a two story and basement building at 2413-2433 North Clark Street, Chicago Blira's lying between horizontal planes at elevations of 21.50 feet and 32.76 feet, City of Chicago Datum, and tying within the following described boundaries of that part of the Southerly 102 feet of that inch of the Nection Park Addition to Chicago, being a Subdivision of the Southerst Outrier of Section 28, Township 40 North, Range 14, East of the Third Principal Nethoday, Illinois, described as follows: Commenting at a point on the Easterly line of North Clark Street and the Westerly line of said Lot 4, 15.78 feet; Thence Easterly of the Northerly of the Northerly line of the Southerly 102 feet; Thence Easterly at right angles 1.761 feet; Thence Easterly at right angles 1.761 feet; Thence Easterly at right angles 1.761 feet; Thence Easterly at right angles 1.764 feet; Thence Easterly at right angles 1.765 feet to a point 1.765 feet; Thence Easterly at right angles 1.765 f

Also except from soid Parceis: The property and space at the first floor of a 2 story and basement building at 2413-2433 North to ... Street, Chicago, Ising between nationals place at the first floor of a 2 story and basement building at 2413-2433 North to ... Street, Chicago, Ising between nationals place at the color floor Addition to Chicago, being a subdivision in the Southeast corner of the Southwest Coarder of Section 28, Township 40 North, Range 14, Sect. of the Parceio Archiden, in Cook Conv., Whose, described as follows a commercially as the first care of North Clark Street and the Westerly Also feet to a point on the Easterly of Agent and the Westerly in a fight angles 1.72 feet; Therace Rostherly of Agent angles 1.72 feet; Therace Rostherly of Agent angles 1.72 feet; Therace Southerly of the Westerly ine of said to 4 and 39.90 feet; Southerly of the Northerly like of the Southerly of Agent angles 1.72 feet; Therace Rostherly of Agent angles 1.72 feet; Therace Southerly of the Northerly like of the Southerly of Agent angles 1.72 feet; Therace Southerly of Agent angles 1.72 feet; Therace Southerly of Agent angles 1.74 feet; Therace Southerly of Agent angles 1.75 feet; Therace Southerly angl

And also except from said parcets: The property and space at the First Floor of a 2 story building at 24.3—24.3 North Clark Street, Cricago, Illinois, lying between horizontal places at evalions of 22.00 feet and 35.87 feet, City of Chicago, being a subdirsion of Lats 6 and 7 in Bard's Linoid Park Addition to Chicago, being a subdirsion of Lats 6 and 7 in Bard's Linoid Park Addition to Chicago, being a subdirsion of Lats 6 and 7 in Bard's Linoid Park Addition to Chicago, being a subdirsion of Lats 6 and 7 in Bard's Linoid Park Addition to Chicago, being a subdirsion of Lats 6 and 7 in Bard's Linoid Park Addition to Chicago, being a subdirsion of Lats 6 and 1, 1907 as document; #4001675 in the Southers of Lats 1, 1907 as document; #4001675 in the Southers of Lats 1, 1907 as document; #4001675 in the Southers of Lats 1, 1907 as document; #4001675 in the Southers of Lats 1, 1907 as document; #4001675 in the Southers of Lats 1, 1907 as document of said Lats 2, 1902 feet; Inenae Rosterly of Lats 1, 1907 as document of Lats 1, 1

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EXHIBIT B TO SPECIAL WARRANTY DEED DATED JANUARY 28, 1999

REMEDY. Except for actions for breach of warranty and fraud, if any legal action is 15. commenced within five (5) years after Closing by or on behalf of Grantee, its successors or assigns, against Grantor, its agents, servants, or any shareholder or partner (general or limited) of Grantor, or any other party affiliated with Grantor, for any claim or cause of action arising directly or indirectly from the purchase, or use and occupancy of the Parking Unit(s), then, at the option of Grantor, 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 Grantee, Grantor, its successors and assigns, may tender to Grantee the Purchase Price (plus or minus prorations of general real estate taxes, prepaid insurance premiums, monthly assessments and other similar proratable items), plus five percent (5%) as liquidated damages, for all dame res of any kind and nature whatsoever. Grantee shall tender title to Grantor, its successors and assigns, by Special Warranty Deed, good, marketable and insurable title to the Parking Unit(s) (subject only to the permitted Exceptions, excluding acts of Grantee, existing at Closing and any acts of Grantor), a title insurance policy, possession of the Parking Unit(s) and a release of all claims against Grantor, its successors and assigns, and this transaction shall be deemed rescinded. Closing shall be effected through an escrov similar to the Escrow. Grantee shall bear the cost of the title insurance in the amount of the purchase price set forth in this Paragraph 15. The costs of the escrow shall be paid by Grantor. The Deed to be delivered on the Closing Date hereunder shall contain provisions incorporating nde.
ereafter
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COMM the foregoing remedy. Grantor's remedy under this Paragraph 15 is hereby subordinated to the rights of the holder of any mortgage or trust deed nereafter placed upon the Parking Unit(s).

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