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1999-02-05 13:16:56
Cook County Recorder 29.50

SPECIAL WARRANTY DEED

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 Michael A. Pucker and Gigi P. Pucker, as joint tenants and not as tenants in common, Chicago, IL 60614, as Grantee.

Neer North
General Title

19 / 10 / 1999
N 9900173
Title

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 Grantee, 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

COMMON ADDRESS: UNIT NO(S). 243, LINCOLN PARK GARAGE CONDOMINIUM,
2431 N. Clark Street, Chicago Illinois

Together with all and singular the hereditament and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, 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 Lincoln Park Garage Condominium Association made the 28th day of January, 1999 and recorded on January 29, 1999 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 99097240 (the "Declaration"), and Grantor reserves 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 its 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. Grantee's mortgage;
- l. the Declaration 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.

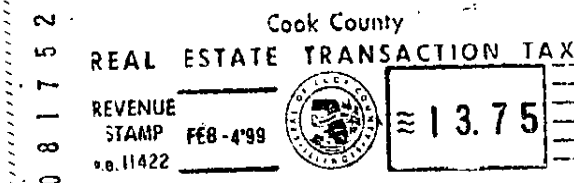
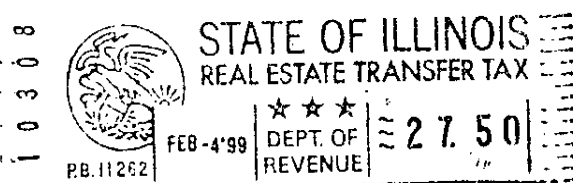
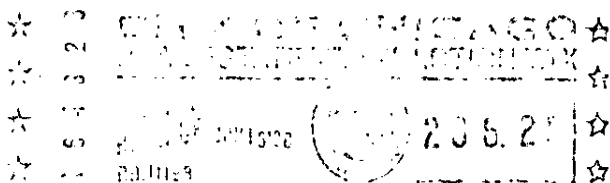
IN WITNESS WHEREOF, Grantor has caused his name to be signed the date and year first above written.

LINCOLN PARK GARAGE LIMITED
PARTNERSHIP, an Illinois limited partnership

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

By 
David W. Ruttenberg, President

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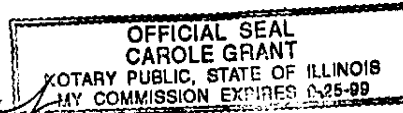
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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 purposes therein set forth.

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

Carole Grant



Notary Public

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

Mail To and Send Subsequent Tax Bills To: Michael A. Pucker and Gigi P. Pucker

2430 North Lakeview Avenue
Chicago, IL 60614



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EXHIBIT B TO SPECIAL WARRANTY DEED DATED JANUARY 28, 1999

15. **REMEDY.** Except for actions for breach of warranty and fraud, if any legal action is 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 damages 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 escrow 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 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 hereafter placed upon the Parking Unit(s).

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