



99127856

99127856

9554/0005 81 001 Page 1 of 7
1999-02-08 08:36:50
Cook County Recorder 33.50

Near North
National Title

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 Joseph Moss, 2450 North Lakeview Avenue, 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 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

7
BMR

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

COMMON ADDRESS: UNIT NO(S). 155, 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:

UNOFFICIAL COPY

99127856

- 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.

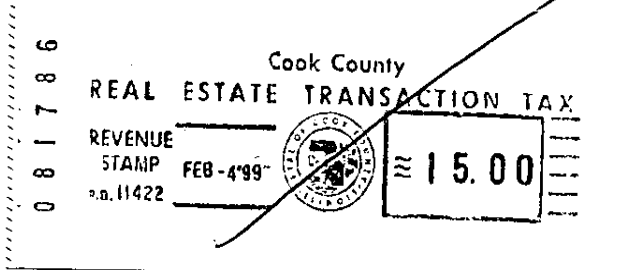
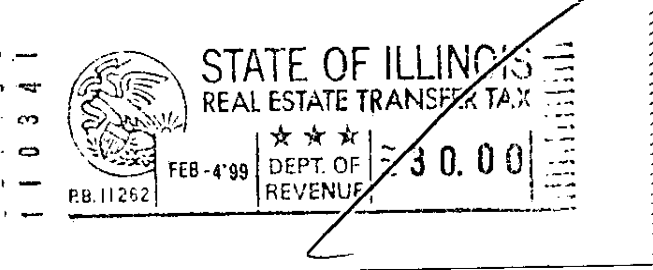
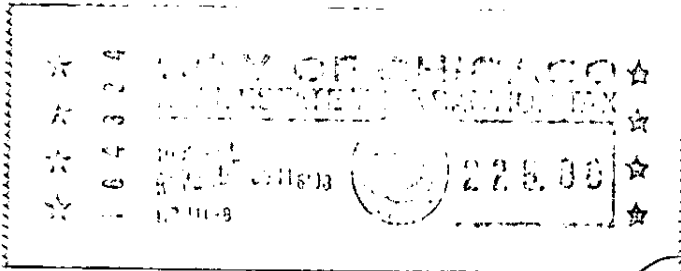
TO HAVE AND TO HOLD the same unto said Grantee, and to the proper use, benefit and behalf, forever, of said Grantee.

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. Rutenberg, President



UNOFFICIAL COPY

99127856

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. Ruttenger, 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: Joseph Moss

2450 North Lakeview Avenue
Chicago, IL 60614



Property of Cook County Clerk's Office

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).

COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

99127856

PARCEL 1:

UNIT 155 IN THE LINCOLN PARK GARAGE CONDOMINIUM AS DELINEATED AND DEFINED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOT 2 IN R. LOTSCHOLZ'S SUBDIVISION OF LOTS 6 AND 7 IN BAIRD'S LINCOLN PARK ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD

PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 11, 1907 AS DOCUMENT NUMBER 4001675, IN BOOK 95, PAGE 17, IN COOK COUNTY, ILLINOIS; AND THE SOUTHERLY 102 FEET 1/2 INCH OF THE WESTERLY 215 FEET OF LOT 4 IN BAIRD'S LINCOLN PARK ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT, PARCELS 1, 2 AND 3 DESCRIBED AS FOLLOWS:

PARCEL 1:

COMMERCIAL PROPERTY "A":

THE PROPERTY AND SPACE AT THE FIRST FLOOR OF A 2 STORY AND BASEMENT BUILDING AT 2413-2433 NORTH CLARK STREET, CHICAGO, ILLINOIS, LYING BETWEEN HORIZONTAL PLANES AT ELEVATION OF 21.50 FEET AND 32.76 FEET, CITY OF CHICAGO DATUM, AND LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARIES OF THAT PART OF THE SOUTHERLY 102 FEET 1/2 INCH OF THE WESTERLY 215 FEET OF LOT 4 IN BAIRD'S LINCOLN PARK ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EASTERLY LINE OF NORTH CLARK STREET AND THE WESTERLY LINE OF LOT 4, 1.28 FEET SOUTHERLY OF THE NORTHERLY LINE OF THE SOUTHERLY 102 FEET 1/2 INCH OF SAID LOT 4; THENCE SOUTHERLY ON THE WESTERLY LINE OF SAID LOT 4, 13.78 FEET; THENCE EASTERLY AT RIGHT ANGLES 17.61 FEET; THENCE NORTHERLY AT RIGHT ANGLES, 1.50 FEET; THENCE EASTERLY AT RIGHT ANGLES, 1.40 FEET; THENCE SOUTHERLY AT RIGHT ANGLES, 1.25 FEET; THENCE EASTERLY AT RIGHT ANGLES, 10.65 FEET; THENCE NORTHERLY AT RIGHT ANGLES, 4.64 FEET; THENCE EASTERLY AT RIGHT ANGLES, 6.78 FEET; THENCE SOUTHERLY AT RIGHT ANGLES, 3.30 FEET; THENCE EASTERLY AT RIGHT ANGLES, 0.64 FEET; THENCE SOUTHERLY AT RIGHT ANGLES, 0.83 FEET; THENCE EASTERLY, 19.20 FEET TO A POINT 56.18 FEET EASTERLY OF THE WESTERLY LINE OF SAID LOT 4 AND 14.11 FEET SOUTHERLY OF THE NORTHERLY LINE OF THE SOUTHERLY 102 FEET 1/2 INCH OF SAID LOT 4; THENCE NORTHERLY PARALLEL TO THE WESTERLY LINE OF SAID LOT 4, 1.84 FEET; THENCE EASTERLY AT RIGHT ANGLES, 1.06 FEET; THENCE SOUTHERLY AT RIGHT ANGLES, 1.84 FEET; THENCE EASTERLY AT RIGHT ANGLES, 11.44 FEET; THENCE NORTHERLY AT RIGHT ANGLES, 13.11 FEET TO A POINT 1.30 FEET SOUTHERLY OF THE NORTHERLY LINE OF THE AFORESAID SOUTHERLY 102 FEET 1/2 INCH OF LOT 4; THENCE WESTERLY, 68.68 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

COMMERCIAL PROPERTY "B":

THE PROPERTY AND SPACE AT THE FIRST FLOOR OF A 2 STORY AND BASEMENT BUILDING AT 2413-2433 NORTH CLARK STREET, CHICAGO, ILLINOIS, LYING BETWEEN HORIZONTAL PLANES AT ELEVATION OF 21.50 FEET AND 32.83 FEET, CITY OF CHICAGO DATUM, AND LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARIES OF THAT PART OF THE SOUTHERLY 102 FEET 1/2 INCH OF THE WESTERLY 215 FEET OF LOT 4 IN BAIRD'S LINCOLN PARK ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF NORTH CLARK STREET AND THE WEST LINE OF SAID LOT 4, 37.15 FEET SOUTHERLY OF THE NORTHERLY LINE OF THE AFORESAID SOUTHERLY 102 FEET 1/2 INCH OF SAID LOT 4;

THENCE EASTERLY AT RIGHT ANGLES OT SAID LOT LINE, 1.95 FEET; THENCE NORTHERLY AT RIGHT ANGLES, 2.57 FEET; THENCE EASTERLY AT RIGHT ANGLES, 15.66 FEET; THENCE SOUTHERLY AT RIGHT ANGLES, 1.72 FEET; THENCE EASTERLY AT RIGHT ANGLES, 1.75 FEET; THENCE NORTHERLY AT RIGHT ANGLES, 1.72 FEET; THENCE EASTERLY AT RIGHT ANGLES 16.33 FEET; THENCE SOUTHERLY AT RIGHT ANGLES, 1.55 FEET; THENCE EASTERLY AT RIGHT ANGLES, 1.72 FEET; THENCE NORTHERLY AT RIGHT ANGLES, 1.55 FEET; THENCE EASTERLY 5.96 FEET TO A POINT 43.23 FEET EASTERLY OF THE WESTERLY LINE OF SAID LOT 4 AND 35.86 FEET SOUTHERLY OF THE NORTHERLY LINE OF THE SOUTHERLY 102 FEET 1/2 INCH OF SAID LOT 4; THENCE EASTERLY, 5.62 FEET TO A POINT 47.13 FEET EASTERLY OF THE WESTERLY LINE OF SAID LOT 4 AND 39.90 FEET SOUTH OF THE NORTHERLY LINE OF THE SOUTHERLY 102 FEET 1/2 INCH OF SAID LOT 4; THENCE EASTERLY PARALLEL TO THE NORTHERLY LINE OF SAID SOUTHERLY 102 FEET 1/2 INCH OF SAID LOT 4, 5.80 FEET; THENCE NORTHERLY AT RIGHT ANGLES, 2.98 FEET; THENCE EASTERLY, 3.17 FEET TO A POINT 56.06 FEET EASTERLY OF THE WESTERLY LINE OF SAID LOT 4 AND 37.42 FEET SOUTHERLY OF THE NORTHERLY LINE OF SAID SOUTHERLY 102 FEET 1/2 INCH OF SAID LOT 4; THENCE SOUTHERLY PARALLEL TO THE WESTERLY LINE OF SAID LOT 4, 1.75 FEET; THENCE EASTERLY AT RIGHT ANGLES, 1.75 FEET; THENCE NORTHERLY AT RIGHT ANGLES, 1.75 FEET; THENCE EASTERLY AT RIGHT ANGLES, 19.57 FEET; THENCE SOUTHERLY AT RIGHT ANGLES, 2.11 FEET; THENCE EASTERLY AT RIGHT ANGLES, 1.26 FEET; THENCE NORTHERLY AT RIGHT ANGLES, 2.11 FEET; THENCE EASTERLY AT RIGHT ANGLES, 2.02 FEET; THENCE SOUTHERLY AT RIGHT ANGLES 1.17 FEET; THENCE EASTERLY AT RIGHT ANGLES, 1.24 FEET TO A POINT 99.90 FEET EASTERLY OF THE WESTERLY LINE OF SAID LOT 4; THENCE SOUTHERLY PARALLEL TO THE WESTERLY LINE OF SAID LOT 4, 23.85 FEET; THENCE WESTERLY AT RIGHT ANGLES, 1.20 FEET; THENCE SOUTHERLY AT RIGHT ANGLES, 2.15 FEET; THENCE EASTERLY AT RIGHT ANGLES, 1.20 FEET; THENCE SOUTHERLY AT RIGHT ANGLES, 22.93 FEET; THENCE WESTERLY AT RIGHT ANGLES, 1.06 FEET; THENCE SOUTHERLY AT RIGHT ANGLES, 1.82 FEET; THENCE EASTERLY AT RIGHT ANGLES, 1.06 FEET; THENCE SOUTHERLY AT RIGHT ANGLES, 5.31 FEET; THENCE WESTERLY AT RIGHT ANGLES, 1.20 FEET; THENCE SOUTHERLY AT RIGHT ANGLES, 6.20 FEET TO A POINT 100.87 FEET SOUTHERLY OF THE NORTHERLY LINE OF THE SOUTHERLY 102 FEET 1/2 INCH OF SAID LOT 4; THENCE WESTERLY, 98.70 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT 4, 100.82 FEET SOUTHERLY OF THE NORTHERLY LINE OF THE SOUTHERLY 102 FEET 1/2 INCH OF SAID LOT 4; THENCE NORTHERLY ON THE WESTERLY LINE OF SAID LOT 4, 63.67 FEET TO THE PLACE OF BEGINNING.

PARCEL 3:

COMMERCIAL PROPERTY "C":

THE PROPERTY AND SPACE AT THE FIRST FLOOR OF A 2 STORY BUILDING AT 2412-2433 NORTH CLARK STREET, CHICAGO, ILLINOIS, LYING BETWEEN HORIZONTAL PLANES AT ELEVATION OF 22.00 FEET AND 35.87 FEET, CITY OF CHICAGO DATUM, AND LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARIES OF THAT PART OF LOT 2 IN R. LOTHOLZ'S SUBDIVISION OF LOTS 6 AND 7 IN BAIRD'S LINCOLN PARK ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 11, 1907, AS DOCUMENT NUMBER 4001675, IN BOOK 95, PAGE 17, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF NORTH CLARK STREET AND THE WEST LINE OF SAID LOT 2, 100.08 FEET NORTHERLY OF THE SOUTH WEST CORNER OF SAID LOT 2; THENCE SOUTHERLY ON THE WESTERLY LINE OF SAID LOT 2, 99.02 FEET; THENCE EASTERLY ON A LINE 1.06 FEET NORTHERLY OF AND PARALLEL TO THE SOUTHERLY LINE

UNOFFICIAL COPY

99127856

OF SAID LOT 2, 88.82 FEET; THENCE NORTHERLY AT RIGHT ANGLES, 2.45 FEET; THENCE
EASTERLY AT RIGHT ANGLES, 39.16 FEET; THENCE NORTHERLY AT RIGHT ANGLES, 7.53
FEET; THENCE EASTERLY AT RIGHT ANGLES, 28.05 FEET; THENCE NORTHERLY AT RIGHT
ANGLES, 18.15 FEET; THENCE EASTERLY AT RIGHT ANGLES, 7.04 FEET; THENCE
NORTHERLY AT RIGHT ANGLES, 7.37 FEET; THENCE WESTERLY AT RIGHT ANGLES, 7.04
FEET; THENCE NORTHERLY AT RIGHT ANGLES, 15.98 FEET TO A POINT 52.54 FEET NORTH
OF THE SOUTH LINE OF SAID LOT 2; THENCE WESTERLY PARALLEL TO THE SOUTH LINE OF
SAID LOT 2, 6.07 FEET; THENCE WESTERLY ON A CURVE CONVEX TO THE SOUTH, RADIUS
OF 1.0 FEET, 1.45 FEET TO A POINT ON SAID LINE 52.54 FEET NORTH OF THE SOUTH
LINE OF SAID LOT 2; THENCE WESTERLY ON SAID PARALLEL LINE, 18.33 FEET; THENCE
WESTERLY ON A CURVE CONVEX TO THE SOUTH, RADIUS OF 1.0 FEET, 1.45 FEET TO A
POINT ON SAID PARALLEL LINE; THENCE WESTERLY ON SAID PARALLEL LINE, 19.63
FEET; THENCE EASTERLY ON A CURVE CONVEX TO THE SOUTH, RADIUS OF 1.0 FEET, 1.45
FEET TO A POINT ON SAID PARALLEL LINE; THENCE WESTERLY ON SAID PARALLEL LINE,
0.10 FEET; THENCE NORTHERLY AT RIGHT ANGLES, 3.96 FEET; THENCE WESTERLY AT
RIGHT ANGLES, 13.01 FEET; THENCE NORTHERLY AT RIGHT ANGLES, 4.80 FEET; THENCE
EASTERLY AT RIGHT ANGLES, 5.03 FEET; THENCE NORTHERLY, 37.50 FEET TO A POINT
99.92 FEET EAST OF THE WEST LINE AND 99.80 FEET NORTH OF THE SOUTH LINE OF
SAID LOT 2; THENCE WESTERLY ON A LINE PARALLEL TO THE NORTH LINE OF SAID LOT
2, 7.20 FEET; THENCE NORTHERLY AT RIGHT ANGLES, 0.40 FEET; THENCE WESTERLY AT
RIGHT ANGLES, 5.65 FEET; THENCE NORTHERLY AT RIGHT ANGLES, 1.16 FEET; THENCE
WESTERLY AT RIGHT ANGLES, 18.10 FEET; THENCE SOUTHERLY AT RIGHT ANGLES, 1.16
FEET; THENCE WESTERLY AT RIGHT ANGLES, 4.08 FEET; THENCE NORTHERLY AT RIGHT
ANGLES, 0.88 FEET; THENCE WESTERLY PARALLEL TO THE NORTHERLY LINE OF SAID LOT
2, 15.45 FEET; THENCE SOUTHERLY AT RIGHT ANGLES, .088 FEET; THENCE WESTERLY AT
RIGHT ANGLES 4.85 FEET; THENCE NORTHERLY AT RIGHT ANGLES, 0.88 FEET; THENCE
WESTERLY PARALLEL TO THE NORTHERLY LINE OF SAID LOT 2, 17.34 FEET; THENCE
SOUTHERLY AT RIGHT ANGLES, 1.54 FEET; THENCE WESTERLY AT RIGHT ANGLES, 4.65
FEET; THENCE NORTHERLY AT RIGHT ANGLES 1.54 FEET; THENCE WESTERLY, 22.50 FEET
TO THE PLACE OF BEGINNING. IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM
RECORDED 1-29-99 AS DOCUMENT NUMBER 99097240, AS AMENDED FROM TIME TO
TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL II:

EASEMENT APPURTENANT FOR THE BENEFIT OF PARCEL I FOR STRUCTURAL SUPPORT AS
CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
DATED APRIL 28, 1998 BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST
NUMBER 102880 AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS
TRUSTEE UNDER TRUST NUMBER 123515-08 RECORDED MAY 12, 1998 AS DOCUMENT
NUMBER 98391079 OVER THE LAND DESCRIBED THEREIN.

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.

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.