UNOFFICIAL COMPUTATION OF Page 1 of

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Cook County Recorder

25.50

This instrument drafted by: Michael J. Sreenan, Esq. 853 N. Elston Ave. Chicago, Illinois 60622



WARRANTY DEED

This in Jenture, made December 20th, 2001 between 850 N. Ogden, L.L.C., an Illinois limited liability company ("Grantor") and Philip Dicosola ("Grantee") whose address is: 855C North May Street Unit 40, Chicago, IL 60522. Di Cosola

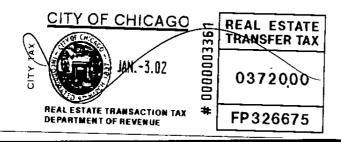
Witnesseth, that the Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration the receipt of which is acknowledged, does hereby grant, sell, convey and warrant unto the Grantee, the following described real estate, situated in the City of Chicago, Cook ig c County, Illinois to wit:

Parcel 1:

O That part of Lots 26 and 27 in Assessor's Division of Block 6 in Elston's Addition to Chicago in the Vest Half of the Southeast Quarter of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, described as: commencing at the Southwest corner of said Block; Thence North 00 degrees 00 minutes 00 seconds West along the West Picc of said Block, 176.56 feet; Thence North 89 degrees 57 minutes 44 seconds East 123.82 feet; Thence North 59 degrees 20 minutes 13 seconds East 24.90 feet; Thence North 89 degrees 57 minutes 44 seconds East 82.68 feet to the point of beginning; Thence continue North 89 degrees 57 minutes 44 seconds East 18.01 feet; Thence North 00 degrees 02 minutes 16 seconds East 63.64 feet; Thence South 89 degrees 57 minutes 44 seconds West 18.01 feet; Thence South 00 degrees 02 minutes 16 seconds West 63.64 feet to the point of beginning, in Cook County, Illinois.

Parcel 2:

Easements for ingress and egress for the benefit of parcel 1 aforesaid, as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for St. John's Park Townhome Homeowner's Association dated August 23, 2000 and recorded August 28, 2000 as document number 00666092, as amended from time to time.



UNOFFICIAL COPY 1710

Commonly known as 855C North May Street Unit 40, Chicago, Illinois 60622. Permanent Index Numbers: 17-05-413-017, 17-05-413-018, 17-05-413-019, 17-05-413-020, 17-05-413-021, 17-05-413-022, 17-05-413-023, 17-05-413-020, 17-05-413-020, 17-05-413-020, 17-05-413-020, 17-05-413-413-024, 17-05-413-025, 17-05-413-026, 17-05-413-027, 17-05-413-028, 17-05-413-029, 17-05-413-030, 17-05-413-026, 17-05-413-026, 17-05-413-026, 17-05-413-027, 17-05-413-028, 17-05-413-029, 17-05-413-030, 17-05-413-026, 17-05-413-026, 17-05-413-027, 17-05-413-028, 17-05-413-029, 17-05-413-030, 17-05-413-026, 17-05-413-026, 17-05-413-027, 17-05-413-028, 17-05-413-029, 17-05-413-030, 17-05-413-026, 17-05-413-026, 17-05-413-027, 17-05-413-028, 17-05-413-029, 17-05-413-030, 17-05-413-028, 17-05-413-029, 17-05-413-030, 17-05-413-028, 17-05-413-028, 17-05-413-029, 17-05-413-030, 17-05-413-028 413-031, 17-05-413-032, 17-05-413-033, 17-05-413-034, 17-05-413-035, 17-05-413-036, 17-05-413-037, 17-05- $413-038,\,17-05-413,\,039,\,17-05-413-040,\,17-05-413-041\,\,\text{and}\,\,17-05-413-043.$

Grantor also hereby grants to the Grantee, and the successors and assigns of Grantee, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the Declaration, aforesaid, and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.

This deed is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

To Have And To Hold the same unto the Grantee as aforesaid and to the proper use, benefit and behalf of the Grentee forever.

In Witness Where, the Grantor has executed this Deed as of the date first above written.

850 North Odgen, L.L.C., an Illinois limited liability company

By: Rezmar Corporation, an Illinois corporation, its manager

Its Assistant Secretary

State of Illinois) SS County of Cook

The undersigned, a Notary Public in and to said County in the State aforesaid, Does Hereby Certify that Marinel Mateo, Assistant Secretary of Rezmar Corporation, the manager of Grantor, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such president appeared before me this day in person and acknowledged that he signed and delivered aid instrument as his own free and voluntary act, and as the free and voluntary act of Rezmar Corporation, as manager, for the uses and purposes therein set forth;

Given under my hand and Notzay Seal, Weceuber

"Official Seal" Krystyna Defaney Notary Public - State of Illinois My Commission Ex H 28 11/01/02

COOK COUNTY

IAN.-3.02

REAL ESTATE TRANSFER TAX

0024800

FP326657

STATE OF ILLINOIS

REAL ESTATE TRANSFER TAX

0049600

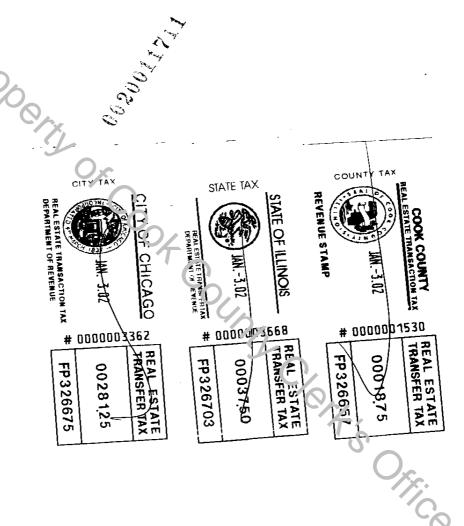
FP326703

2701 West Peterson Avenue Ruago, Flinois 60659

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MAIL TO: FRANKLIN L. FRIEDMAN C/O NITOLS ASSOCIATES 2701 Wast Peterson Avenue Caucago, tecinois 60659 My Commission Expires 7/25/05

UNOFFICIAL COPY



UNOFFICIAL COPY 11

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys, to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right title or interest in or about or easement appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the vays above specified, at any time or times hereafter.

In no case shall any part, dealing with said Trustee, or any successor in trust in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any oc. chase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complical with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said It istee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar Titles of said county) relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivity thereof the trust created by this Indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition the reither LaSalle Bank National Association, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or clout the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contact, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it rather name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation, or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof.) All persons and corporations whom soe condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said LaSalle Bank National Association the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

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Rev. 2/01