

# UNOFFICIAL COPY

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2003-01-08 13:26:26  
Cook County Recorder 30.50

Special Warranty Deed  
Statutory (ILLINOIS)



THE GRANTOR, WYDOE DEVELOPMENT L.L.C., an Illinois Limited Liability Company, for and in consideration of TEN and 00/xx DOLLARS, in hand paid, CONVEYS and WARRANTS to

*NAB BANK AS TRUSTEE, UNDER TRUST  
NO 1-105-0 DATED 9-12-01*

Not as Joint Tenants but as Tenants in Common with Rights of Survivorship, the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

SEE ATTACHED EXHIBIT 1

Grantor also hereby grants to the grantee, its successors and assigns, as rights and easements appurtenant to the subject unit and parking space described herein, the rights and easements for the benefit of said unit and parking space 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.

Subject to: (a) conditions and restrictions of record; (b) public utility easements and roads and highways, if any; (c) special governmental taxes or assessment (d) general taxes for the year 2002 and subsequent years (e) all rights, easements, covenants, restrictions, and reservations contained in the condominium declaration the same as though the provisions of said declaration were recited and stipulated at length herein.

Permanent Real Estate Index Number (s): SEE ATTACHED EXHIBIT 1

Address of Real Estate: 41 E. 8<sup>th</sup> Street, Parking Space 208, Chicago, Illinois 60605

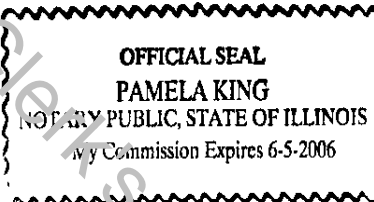
DATED this 10<sup>th</sup> day of December, 2002

WYDOE DEVELOPMENT L.L.C.

BY Wayne Chertow

WAYNE CHERTOW

as Manager of WYDOE DEVELOPMENT L.L.C.



State of Illinois, County of Cook ss, I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

WAYNE CHERTOW

personally known to me 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, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 10<sup>th</sup> day of December, 2002.  
Commission expires 10-5 20 06.

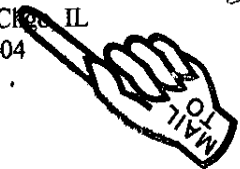
Pamela King  
NOTARY PUBLIC

STERNART TITLE & FINANCIAL  
2 NORTH STATE STREET, SUITE 1900  
CHICAGO, IL 60602

PREPARED BY: David A. Cuomo, Jeanette B. Cuomo, Eileen M. O'Neill, 3343 S. Halsted St., Chicago, IL  
MAIL TO: Wallace Moy, Attorney At Law, 53 West Jackson Blvd, Suite 1564, Chicago, IL 60604  
SEND SUBSEQUENT TAX BILL TO: Toni Chan, 41 E. 8<sup>th</sup> St., Unit 3B, Chicago, IL 60605

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Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE  
311 N. DEARBORN ST.  
CHICAGO, IL 60601

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EXHIBIT I  
LEGAL DESCRIPTION FOR PARKING SPACE 258  
THE EIGHTH AND WABASH L.L.C., 41 E. 8<sup>TH</sup> STREET,  
CHICAGO, ILLINOIS 60605

Parcel 1:

Parking space 258 together with its undivided percentage interest in the common elements in The Residence of Forty-One East Eighth Condominium, as delineated and defined in the Declaration recorded August 15, 2001, as document number 0010751185 and supplement thereto recorded ~~October 5<sup>th</sup>~~ <sup>December 4<sup>th</sup></sup>, 2002 as document number 002131534 in the West half of the Southwest quarter of Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Rights and privileges including but not limited to easements for pedestrian and vehicular access; use, maintenance, repair and replacement; and public and private utility easements contained in the Declaration of Condominium Ownership for the Residences of Forty-One East Eighth Condominium and Provisions Relating to other Portions of the Premises recorded August 15<sup>th</sup>, 2001 as Document Number 0010751185.

Permanent Index Number: 17-15-304-038

**TO HAVE AND TO HOLD** the above-described real property and its appurtenances upon the trusts and for the purposes and uses set forth in this deed and in the above-described trust agreement.

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Full power and authority is hereby granted to trustee to improve; manage; protect; convey; mortgage; subdivide; manage; or lease the property or any part of it including, without limitation, the power and authority; to grant options to purchase; to sell on any terms; to convey for any consideration or for no consideration; to donate the property; to convey to a successor or successors in trust all or any part of the property and to grant to such successor or successors all the estate, interest, power, title, and authority vested in the trustee; to partition the property; to exchange all or part of the property for other real or personal property; to dedicate streets, highways, roads, alleys, or parks; to resubdivide as often as desired; to vacate any subdivision or any part; to mortgage, pledge, or otherwise encumber the property in whole or in part; to grant options to lease and options to renew leases; to modify any lease term or to renew an existing lease term for any period not exceeding Ten (10) years; to grant options to purchase the reversion of such leasehold; to contract as to the amount of rent, present or future; to grant easements or charges; and to deal with the premises as would be lawful for any person owning the same.

In no case shall any party dealing with the trustee in relation to the above-described property, or to whom the property in whole or in part is contracted to be sold, conveyed, mortgaged, or leased by the trustee, be required to see the application of any purchase money, rent, or funds borrowed or advanced; or be required to see that the

trustee has acted in compliance with the terms of the trust agreement; or be required or privileged to inquire into any of the terms of the trust agreement. Every deed, lease, mortgage, trust deed, or other instrument executed by the trustee in relation to the above-described property is conclusive evidence in favor of every person relying on or claiming under such deed, lease, mortgage, trust deed, or other instrument that: (1) at the time of delivery the trust created by the trust agreement and by this deed was in full force and effect; (2) the instrument was executed in accordance with the trusts, conditions, and limitations contained in the trust agreement or any amendment and binding on the beneficiaries of the trust, and in accordance with this deed; (3) the trustee was duly authorized and empowered to execute and deliver such instrument; and (4) if the conveyance is made to a successor or successors in trust, that each such successor has been properly appointed and is fully vested with all estate, title, power, authority, duty, and obligation of the predecessor in trust.

This deed is executed pursuant to and in the exercise of the full power and authority granted to and vested in the trustee by the terms of the deed in trust delivered to the trustee pursuant to the trust agreement referred to above.

This deed is subject to the lien of every trust deed or mortgage, if any, of record against the above described real property given to secure the payment of money, and remaining unreleased at the date of delivery of this trust deed.

The interest of each and every party and every beneficiary and of all persons claiming under them shall be only in the earnings and proceeds arising from the sale or other disposition of the real property. Such interest is declared to be personal property, and no beneficiary under this instrument shall have any title or interest, legal or equitable, in or to the real property as such, but only an interest in the earnings and proceeds as referred to above.

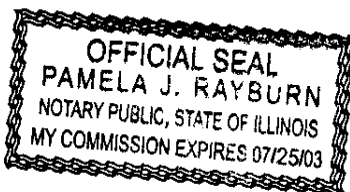
**UNOFFICIAL COPY**  
**STATEMENT BY GRANTOR AND GRANTEE**

THE GRANTOR OR HIS AGENT AFFIRMS THAT, TO THE BEST OF HIS KNOWLEDGE, THE NAME OF THE GRANTEE SHOWN ON THE DEED OR ASSIGNMENT OF BENEFICIAL INTEREST IN A LAND TRUST IS EITHER A NATURAL PERSON, AN ILLINOIS CORPORATION OR FOREIGN CORPORATION AUTHORIZED TO DO BUSINESS OR ACQUIRE AND HOLD TITLE TO REAL ESTATE IN ILLINOIS, A PARTNERSHIP AUTHORIZED TO DO BUSINESS OR ACQUIRE AND HOLD TITLE TO REAL ESTATE IN ILLINOIS, OR OTHER ENTITY RECOGNIZED AS A PERSON AND AUTHORIZED TO DO BUSINESS OR ACQUIRE TITLE TO REAL ESTATE UNDER THE LAWS OF THE STATE ILLINOIS.

Dated DEC 30 2002

SIGNATURE *Charles Rayburn*  
Grantor or Agent

Subscribed and sworn to before me by the said this. *Pamela J. Rayburn*  
Notary Public

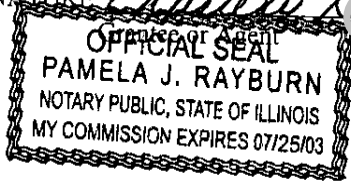


THE GRANTOR OR HIS AGENT AFFIRMS AND VERIFIES THAT THE NAME OF THE GRANTEES SHOWN ON THE DEED OR ASSIGNMENT OF BENEFICIAL INTEREST IN A LAND TRUST IS EITHER A NATURAL PERSON, AN ILLINOIS CORPORATION OR FOREIGN CORPORATION AUTHORIZED TO DO BUSINESS OR ACQUIRE AND HOLD TITLE TO REAL ESTATE IN ILLINOIS , OR OTHER ENTITY RECOGNIZED AS A PERSON AND AUTHORIZED TO DO BUSINESS OR ACQUIRE AND HOLD TITLE TO REAL ESTATE UNDER THE LAWS OF THE STATE OF ILLINOIS.

Dated: \_\_\_\_\_

SIGNATURE *Charles Rayburn*

DEC 30 2002  
Subscribed and sworn to before me by the said this. *Pamela J. Rayburn*  
Notary Public



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.