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SPECIAL WARRANTY DEED

Prepared by: 01033354/5/1061



Doc#: 0336539063
Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 12/31/2003 01:24 PM Pg: 1 of 6

Michael D. Miselman, Esq.
D'Ancona & Pflaum LLC
111 E. Wacker Drive, Suite 2800
Chicago, IL 60601

After Recording, Mail To:

David Glickson
Piper Rudnick
203 N. LaSalle Street
Suite 1800
Chicago, IL 60601

Know All Men By These Presents That Fordham 65 E. Goethe L.L.C., a Delaware limited liability company (the "Grantor"), for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) in cash and other good and valuable consideration, in hand paid, by LaSalle Bank National Association, as Trustee under Trust Agreement dated July 1, 2003 and known as Trust No. 131422 (the "Grantee") to Grantor, the receipt and sufficiency of which is hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto Grantee the following described property, to-wit:

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION

Commonly known as: Unit(s) P50 and P51, 65 E. Goethe, Chicago, Illinois 60610
Mail for Bill Jo

P.I.N.: Not Divided; part of 17-03-110-002, 004, 009 and 110

(the "Property") subject to the matters listed on Exhibit "B," attached hereto and incorporated herein for all purposes, but only to the extent such matters presently are valid, binding, and enforceable against the Property (the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, subject to the Permitted Encumbrances, unto Grantee, its successors, heirs, legal representatives, administrators, and assigns, FOREVER; and the Grantor hereby does bind itself, its successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, its successors, legal representatives, and assigns, forever, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise, subject to (i) the Permitted Encumbrances and (ii) taxes for the year 2002 and subsequent years.

Near North National Title Corp
222 North LaSalle Street
Chicago, Illinois 60601


0103335464

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Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property 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 premises or any part thereof directly to a trust grantee or to a successor or successors in trust and to grant to such trust grantee or 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 property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and or 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 to grant 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 or fixing the amount of present or future rentals, to partition or to exchange said property, 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 premises or any part thereof, and to deal with said property 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 ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the 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 trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery 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 some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee 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.

The interest of each and every beneficiary under the 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 other disposition of said real estate, and such interest is hereby declared to be

CITY OF CHICAGO		# 000006633	REAL ESTATE TRANSFER TAX
CITY TAX	 DEC. 31. 03		0075000
REAL ESTATE TRANSACTION TAX DEPARTMENT OF REVENUE			FP 326675
			#

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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 the earnings, avails and proceeds thereof as aforesaid.

EXECUTED the 30 day of November, 2003.

FORDHAM 65 E. GOETHE L.L.C., a Delaware limited liability company

By: Fordham Goethe Management, L.L.C., a Delaware limited liability company, Member

By: The Fordham Company, an Illinois corporation

By: *Christopher T. Carley*
Christopher T. Carley, Chairman of the Board

Property of Cook County Clerk's Office

STATE OF ILLINOIS

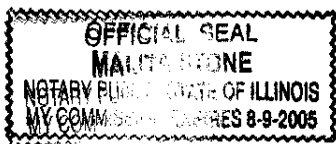
COUNTY OF COOK

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The undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Christopher T. Carley, personally known to me to be the Chairman of the Board of The Fordham Company, an Illinois corporation, which is the Manager of Fordham Goethe Management L.L.C., a Delaware limited liability company which is Manager of Fordham 65 E. Goethe L.L.C., a Delaware limited liability company, and 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, as such President, signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said company as manager as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 30 day of November, 2003.

(seal)



Malita Stone
Notary Public

My commission expires: 8/9/05

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EXHIBIT A

Units P 50 and P 51 in 65 E. Goethe Condominium as delineated on Plat of Survey of the following described parcel of real estate:

PARCEL 1:

LOT 4 AND LOT 3 (EXCEPT THAT PART OF LOT 3 LYING EAST OF A LINE DRAWN FROM A POINT ON THE NORTH BOUNDARY OF LOT 3, 21 FEET 11 INCHES WEST OF THE NORTHEAST CORNER TO A POINT IN THE SOUTH BOUNDARY OF LOT 3, 14 FEET 4 $\frac{3}{4}$ INCHES WEST OF THE SOUTHEAST CORNER) IN SUBDIVISION OF LOTS 4 TO 7 INCLUSIVE, AND VACATED ALLEY LYING WEST OF AND ADJOINING SAID LOT 7 IN BLOCK 6 IN H. O. STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL $\frac{1}{4}$ OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST $\frac{1}{2}$ OF THE FOLLOWING TAKEN AS A TRACT: THAT PART OF LOT 2 LYING WEST OF A LINE DRAWN FROM A POINT ON THE NORTH BOUNDARY OF LOT 2, 3 FEET AND 1 $\frac{5}{8}$ INCHES EAST OF THE NORTHWEST CORNER TO A POINT ON THE SOUTH BOUNDARY OF SAID LOT 2, 10 FEET 7 AND $\frac{7}{8}$ INCHES EAST OF THE SOUTHWEST CORNER THEREOF; TOGETHER WITH THAT PART OF LOT 3 LYING EAST OF A LINE DRAWN FROM A POINT ON THE NORTH BOUNDARY OF SAID LOT 3, 21 FEET AND 11 INCHES WEST OF THE NORTHEAST CORNER TO A POINT ON THE SOUTH BOUNDARY OF SAID LOT 3, 14 FEET AND 4 $\frac{3}{4}$ INCHES WEST OF THE SOUTHEAST CORNER; ALL IN SUBDIVISION OF LOTS 4, 5, 6 AND 7 AND VACATED ALLEY LYING WEST OF AND ADJOINING SAID LOT 7 IN BLOCK 6 IN H. O. STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL $\frac{1}{4}$ OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1 AND 2 (EXCEPT THAT PART OF LOT 2 LYING WEST OF A LINE DRAWN FROM A POINT ON NORTH BOUNDARY OF LOT 2, 3 FEET 1 $\frac{5}{8}$ INCHES EAST OF THE NORTHWEST CORNER TO THE POINT ON SOUTH BOUNDARY OF LOT 2, 10 FEET 7 $\frac{7}{8}$ INCHES EAST OF SOUTHWEST CORNER) IN SUBDIVISION OF LOTS 4 TO 7 AND VACATED ALLEY LYING WEST OF AND ADJOINING SAID LOT 7 IN BLOCK 6 IN H. O. STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL QUARTER ($\frac{1}{4}$) OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 4:

THE EAST HALF (1/2) OF FOLLOWING DESCRIBED PROPERTY: THAT PART OF LOT 2 LYING WEST OF A LINE DRAWN FROM A POINT ON NORTH BOUNDARY OF LOT 2, 3 FEET AND 1 5/8 INCHES EAST OF NORTHWEST CORNER TO A POINT ON SOUTH BOUNDARY OF SAID LOT 2, 10 FEET 7 7/8 INCHES EAST OF SOUTHWEST CORNER THEREOF; ALSO OF THAT PART OF LOT 3 LYING EAST OF A LINE DRAWN FROM A POINT ON NORTH BOUNDARY OF SAID LOT 3, 21 FEET 11 INCHES WEST OF NORTHEAST CORNER TO A POINT ON THE SOUTH BOUNDARY OF LOT 3, 14 FEET 4 3/4 INCHES WEST OF SOUTH EAST CORNER ALL IN SUBDIVISION OF LOTS 4 TO 7 AND THE VACATED ALLEY LYING WEST OF AND ADJOINING SAID LOT 7 IN BLOCK 6 IN H. C. STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL QUARTER (1/4) IF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

which Plat of Survey is attached as Exhibit D to the Declaration of Condominium Recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 0020920698, together with a percentage of the Common Elements appurtenant to the Unit as set forth in said Declaration of Condominium (the "Declaration").

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

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EXHIBIT B

Permitted Exceptions

- (1) the Illinois Condominium Property Act;
- (2) applicable zoning, planned unit development and building laws, ordinances and restrictions;
- (3) leases and licenses affecting the Common Elements;
- (4) Building line 8 feet from Goethe Street, as shown on the Plat of Subdivision of Lots 4, 5, 6 and 7 and vacated alley aforesaid;
- (5) Terms and conditions of the Covenant recorded May 21, 2001 as Document Number 0010428623 regarding the maintenance and repair of sewer lines; and
- (6) acts done or suffered by Grantee.