This Instrument Prepared by:
Richard F. Klawiter, Esq.
Piper Rudnick
203 North LaSalle Street
Suite 1800
Chicago, Illinois 60601

After Recording Return to:
Stephen Vargo, Esq.
77 West Washington Street, Suite 1620
Chicago, Illinois 60602

Send Subsequent Tax Bills to:
Chicago Title Trust 1113210
Unit 1202, P-207 and P-208
1155 North Dearborn
Chicago, IL 60610

0419401354D
Doc#: 0419401354
Eugene "Gene" Moore Fee: $34.00
Cook County Recorder of Deeds
Date: 07/12/2004 12:09 PM Pg: 1 of 6

This space reserved for Recorder's use only.

SPECIAL WARRANTY DEED IN TRUST

This Indenture is made as of the 21st day of May, 2004, between JDL Development IX, L.L.C., an Illinois limited liability company ("Grantor"), whose address is 900 N. North Branch, Chicago, Illinois 60622, and Chicago Title Land Trust Company, as Trustee under Trust Agreement dated May 17, 2004 and known as Trust No. 1113210 ("Grantee"), whose address is 171 North Clark Street, Chicago, Illinois 60601;

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, by the Grantee, the receipt and sufficiency whereof is hereby acknowledged, by these presents does GRANT, BARGAIN, SELL AND CONVEY with special warranty covenants unto Grantee, and its successors and assigns, FOREVER, all of the following described real estate, situated in the County of Cook and State of Illinois:

Unit 1202, P-207 and P-208 in The Dearborn-Elm Condominium as delineated on a survey of the following described real estate:

The South ½ of Lot 7 and all of Lots 8, 9 and 10 in Block 24 in Bushnell's Addition to Chicago in Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 0021271326 and as amended, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.

Commonly known as Unit 1202, P-207 and P-208, 1155 North Dearborn, Chicago, Illinois

PINS: 17-04-407-016-1034; 17-04-407-016-1060; 17-04-407-016-1061

Box 333

~CHGO2:20166701.v1

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
JUL-2'24
DEPT. OF REVENUE
787.50
P.B. 10686
COOK CO. NO. 016
326794

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
JUL-2'24
DEPT. OF REVENUE
787.50
P.B. 10686
COOK CO. NO. 016
326795

Cook County
REAL ESTATE TRANSACTION TAX
REVENUE STAMP
JUL-2'24
787.50

Grantor also hereby grants to Grantee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of the property set forth in the Declaration of Condominium, 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 the Declaration were recited and stipulated at length herein.

TOGETHER WITH all hereditaments and appurtenances thereunto belonging, or in anyway appertaining, and the reversion or reversions, remainder or remainders, buildings, improvements, fixtures affixed or attached to, or situated upon or acquired or used in connection therewith, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity of, in and to the above described premises;

TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto Grantee, forever.

And Grantor, for itself, and its successors, does covenant, promise and agree to and with Grantee, its successors and assigns, that Grantor has not done or suffered to be done, anything whereby the premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that it WILL WARRANT AND FOREVER DEFEND, the premises against all persons lawfully claiming, or to claim the same, by, through or under it, subject only to: (a) general real estate taxes not due and payable at the time of Closing; (b) the Condominium Property Act; (c) the Declaration, including all amendments and exhibits; (d) applicable zoning and building laws and ordinances and other ordinances of record; (e) covenants, conditions, restrictions, easements and agreements of record; (f) utility easements, if any, whether recorded or unrecorded; (g) acts done or suffered by Grantee or anyone claiming by, through or under Grantee; and (h) liens and other matters of title over which shall be insured by Chicago Title Insurance Company, provided none of the foregoing materially adversely affect Grantee's use of the Purchased Unit as a condominium residence.

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

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 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 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 futuro*, 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 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 of 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 hereunder 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 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.

IN WITNESS WHEREOF, Grantor has signed these presents as of the day and year first above written.

JDL DEVELOPMENT IX, L.L.C., an
Illinois limited liability company

By: JDL Development Interests, LLC,
an Illinois limited liability
company, its manager

By: _____
James D. Letchinger, its
Manager

City of Chicago
Dept. of Revenue
340153
05/25/2004 09:37 Batch 00739

Real Estate
Transfer Stamp
$11,812.50
30

~CHGO2:20166701.v1

STATE OF ILLINOIS)
) **SS**
COUNTY OF COOK)

I, Wendy Fluder, a Notary Public in and for the County and State aforesaid, do hereby certify that James D. Letchinger, the Manager of JDL Development Interests, LLC, the managing member of JDL Development IX, L.L.C., an Illinois limited liability company, 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 and delivered such instrument as his own free and voluntary act, and as the free and voluntary act of such limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of May, 2004.

Wendy Fluder
Notary Public

My Commission Expires:

"OFFICIAL SEAL"
WENDY FLUDER
Notary Public, State of Illinois
My Commission Expires 3/30/06

~CHGO2:20166701.v1