8262599

### **UNOFFICIAL COPY**

SPECIAL WARRANTY DEED Stat. IL

THE GRANTOR, ASHBURY WOODS DEVELOPMENT, LLC, a limited liability company created and existing under and by Virtue of the laws of the State of Illinois, for and in consideration of the sum of TEN & 00/100 (\$10.00) DOLLARS and other good and valuable considerations in hand paid, and pursuant to the authority given by the Manager of said company, CONVEY and WARPANTS to



Doc#: 0508902142

Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 03/30/2005 08:43 AM Pg: 1 of 4

(The Above Space for Recorder's Use Only)

Arthur J. Danko ar a Marianne Danko, Co-Trustees of the Danko Trust dated June 26, 2000.

the following described Real Escate situated in the County of Cook, in the State of Illinois, to wit:

(See Exhibit "A" attached hereto and made a part hereof)

And the Grantor, for itself and its successors, does convey, promise and agree to and with the Grantee and its successors that it has not done or suffered to be done, anything whereby the said Real Estate is, or may be, in any manner encumbered or charged, except as herein recited (the "Special Warranties") and that IT WILL WARRANT AND DEFEND the Real Estate against all persons lawfully claimed a breach of the Special Warranties subject to the "Permitted Excertions" as set forth below hereof

Permanent Real Estate Index Number(s): 22-32-211-002

Address(es) of Real Estate: 1428 Ashbury Drive Lemont, IL 60439

TO HAVE AND TO HOLD, the said premises with the appurtenance upon the trusts and for the uses and purposes herein and in said trust agreement set forth. See reverse side for terms and power of trustee.

In witness Whereof, said Grantor has caused its name to be signed to these presents by its Manager, this  $21^{st}$  day of March, 2005.

ASHBURY WOODS DEVELOPMENT, LLC

An Illinois Limited Liability Company

SCOTT A. STEVENS, Manager

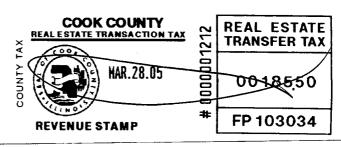
EN 333-M

ycc

0508902142D Page: 2 of 4

## **UNOFFICIAL COPY**

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 periods of time and to amend, thinge or modify leases and the terms and provisions thereof any time or times hereafter, contract to make leases and to grant options to 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 mortgage by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advenced 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 truitee in relation to said real estate shall be conclusive evidence in favor of every persons 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 trus! 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 beneficiarles thereunder, (c) that a successor or successors in trust, that such successors in trust have been properly appointed and fully vested with all the title, estate, rights, power, 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 heraunder 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.



0508902142D Page: 3 of 4

# **UNOFFICIAL COPY**

#### PERMITTED EXCEPTIONS:

General taxes for the year 2004 and subsequent years; building lines and public utility, drainage and storm water detention easements, as shown on Plat of Subdivision recorded as Document No. 0021055832; Declaration for Ashbury Woods Townhomes recorded as Document No. 0030035125; terms, provisions and conditions contained

in Annexation Agreement recorded as Document No. 20475700; terms, provisions and conditions relating to easement described as Parcel 2 and rights of adjoining owners to the concurrent use of said easement; zoning and building laws and ordinances; party wall and party wall rights.

STATE OF ILLINOIS )
COOK COUNTY ) S.S.

I, THE UNDERSIGNED, A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that SCOTT A. STEVENS, personally known to me to be the Manager of ASHBURY WCODS DEVELOPMENT, LLC, an Illinois 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 severally acknowledged that as such Manager of said company, as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 21st day of March, 2005.

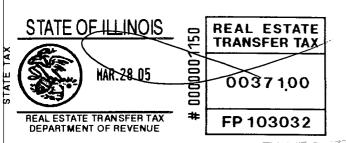
Commission Expression Expression Commission Commission Expression Commission Commission

ARTHUR J. DANKO MARIANNE DANKO 1428 ASHBURY DRIVE LEMONT, IL 60439 Notary Public

THIS INSTRUMENT PREPARED BY:

THOMAS P. RUSSIAN
GOLDSTINE, SKRODZKI, KUSSIAN,
NEMEC and HOFF, LTD.
835 McClintock Drive
Burr Ridge, IL 60527
PHONE: (630) 655-6000

MAIL RECORDED DEED TO: AVOREY KIES TOKARZ 184 SHUMAN BLUD, #250 NAPERVILLE, IL 60563



0508902142D Page: 4 of 4

# **UNOFFICIAL COPY**

### EXHIBIT "A"

PARCEL 1: UNIT 15-1428 THAT PART OF LOT 15 IN ASHBURY WOODS A PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION IN PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN AND IN PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, IL DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 15; THENCE NORTH 89'59'23" EAST, A DISTANCE OF 83.00 FEET TO THE EAST LINE OF SAID LOT 15; THENCE SOUTH 89'59'23" EAST ALONG THE EAST LINE OF SAID LOT 15, A DISTANCE OF 38.75 GO TO FEET TO THE SOUTHEAST CORNER OF SAID LOT 15; THENCE SOUTH 89'59'23" WEST ALONG THE SOUTH LINE OF SAID LOT 15, A DISTANCE OF 83.00 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE PERFETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER COMMON AREAS AND OUTLOTS A AND B AS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JANUARY 8, 2003 AS DOCUMENT 0030035125 AND AS CREATED BY DEED FROM ASHBURY WOODS DEVELOPMENT, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY.