## MOEFICIAL COP

Doc#: 0517841073

Eugene "Gene" Moore Fee: \$32.00

THE'GRANTOR, MP 13th STREET TOWER, LLC an Illinois Limited Liability Company, of the City of Chicago, State of Illinois, for and in consideration of the sum of TEN (\$10.00) and 00/100 DOLLARS and other good and valuable consideration, in hand paid, CONVEY AND WARRANT TO:
THE SUSAN KRYL DECLARATION OF TRUST dated

Cook County Recorder of Deeds Date: 06/27/2005 11:00 AM Pg: 1 of 5

APRIL 23, 1996 of 1212 N. Lake Shore Drive, Unit 180-N in Chicago, Illinois,

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

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

Permanent Real Estate Index Number (s): 17-22-110-087-0000 (affects the property); following affect the property and other property - 17-22-110-086-0000; 17-22-110-099-0000; 17-22-110-037-0000; 17-22-110-036-0000; 17-22-110-101-0000

Address of Real Estate: 233 E. 12 in Street (Private), Unit \_\_2306 /GU- 220 (STREET) \_ /GU-**\_\_\_\_\_\_**/S-\_ Chicago, Illinois 60605

(above space for recorder only)

SUBJECT TO: (1) real estate taxes not yet due and payable; (2) special taxes or assessments for improvements not yet completed and other assessments or installments thereof not due and payable at the time of closing; (3) applicable zoning, plarned unit development and building laws or ordinances and restrictions; (4) all public, private and utility casements; (5) encroachments, covenants, conditions, restrictions, and agreements of record, provided note of the foregoing materially adversely affect Grantee's quiet use and enjoyment of the Premises at 2 residential condominium; (6) the Declaration and other project documents, including without limitation the Museum Park East Umbrella Declaration, and any amendments and exhibits thereto; (7) the provisions of the Illinois Condominium Property Act; (8) acts done or suffered by Grantee, or anyone claiming, by, through, or under Grantee; (9) Central Station Redevelopment Agreement and any amendments and exhibits thereto; (10) conditions and provisions of the Near South Tax Increment Financing Redevelopment Project Area; (11) the terms and conditions of the Special Service Area Ordinance; and (12) liens and other matters as to which the Title Insurer (as hereinafter defined) commits to insure Grantee against less or damage.

In Witness Whereof, said Grantor has caused its name to be signed to these presents by its authorized agent this \_June 17 . 200 5

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382246 Dept. of Reve<del>nue</del> SHA of Chicago MP 13th STREET TOWER, LLC an Illinois limited liability company BY: EDC MP 13th Street Tower, LLC an Illinois limited liability company ITS: Manager

BY: EDC Management, Inc an Illinois corporation

Ronald B. Shipka Jr., Its President

**COOK COUNTY** TRANSACTION TAX

REVENUE STAME

JUN.23.05

**REAL ESTATE** TRANSFER TAX

0032850

FP326670

STATE OF ILLINOIS



JUN.23.05

REAL ESTATE TRANSFER TAX DEPARTMENT OF REVENUE

REAL ESTATE TRANSFER TAX

00657.00

829

FP326669

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State of Illinois

# OFFICIAL COPY

County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Ronald B. Shipka, Jr., as an authorized signatory of MP 13th Street Tower, LLC, 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 purpose therein set forth.

Given under my hand and official seal, this June 17, 2005.

"OFFICIAL SEAL'

SUSAN '.. HEATH NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXAIRES 05/11/2006

This Instrument was prepared by:

Brown, Udell & Pom rantz, 1332 N. Halsted St. Suite 100, Chicago, IL, 60622.

Mail to:

Barbara Demos Law Office of Barbara Demos 4746 N. Milwaukee Ave. Chicago, IL 60630

Send subsequent tax bills to:

Columnia Cleratico Susan Kryl

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### **UNOFFICIAL COPY**

#### LEGAL DESCRIPTION:

PARCEL 1:

UNITS 2306 AND GU- IN MUSEUM POINTE CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOT 50, LOT 51 AND OUTLOT 6 IN MUSEUM PARK SUBDIVISION, BEING A RESUBDIVISION OF LOTS 1 TO 4, INCLUSIVE, IN CONOR'S SUBDIVISION, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 51; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 156.76 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 41.75 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 22.50 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 93.55 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 1.83 FEET; THENCE NORTH 90 DEGREES (0) VINUTES 00 SECONDS EAST ALONG A LINE 1.69 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF OUTLOT 6 AND LOT 50, AFORESAID, A DISTANCE OF 73.13 FEET TO A POINT IN THE EAST LINE OF SAID LOTS 50 AND 51, SAID POINT BEING 1.72 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 50, AS MEASURED ALONG THE EAST LINE THEREOF; THENCE NORTHERLY, 181.90 FEET ALONG THE EASTERLY LINE THEREOF, BEING THE ARC OF A CIRCLE CONVEX EAST, HAVING A RADIUS OF 2832.93 FEET, AND WHOSI CHORD BEARS NORTH 12 DEGREES 35 MINUTES 11 SECONDS WEST, A DISTANCE OF 181.87 FEET TO THE NORTHEAST CORNER OF SAID LOT 51: THENCE SOUTH 89 DEGREES 58 MINUTES 42 SECONDS WEST ALONG THE NORTH LINE THEREOF, A DISTANCE OF 168.80 FEET TO THE POINT OF BEGINNING, IN COCK COUNTY, ILLINOIS.

#### ALSO;

THE SOUTH 8.00 FEET OF THAT PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES NORTH OF AND ADJOINING THE NORTH LINE OF LOT 4 IN CONOR'S SUBDIVISION, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND WHICH LIES EAST OF THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 4 WHICH LIES WEST OF THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF LOT 4.

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# **UNOFFICIAL COPY**

TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION FO CONDOMINIUM RECORDED AS DOCUMENT 0435019027, AS AMENDED FROM TIME TO TIME, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE EXCLUSIVE RIGHT TO USE STORAGE SPACE S-184, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0435019027, AS AMENDED FROM TIME TO TIME.

GRANTOP, ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANCES TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY 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 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.

Commonly known as 233 E. 13th Street (Private), Coicago, Illinois

PIN: 17-22-110-087-0000 (affects the property); following affect the property and other property - 17-22-110-086-0000; 17-22-110-099-0000; 17-22-110-036-0000; 17-22-110-101-0000

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TO HAVE ANATO 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 are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof: to dedicate parks, stee's, highways or alleys; to vacate any subdivision or part thereof, and to resubdivide said property as often as desired; to contract to sell; to grow 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 in 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 options 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 the conder; (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.

If the title to any of the above lands 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.