SPECIAL WARRANTY DEED IN TRUST

THE GRANTOR

1300 North State Parkway, L.L.C. a Delaware limited liability company

created and existing under the laws of the State of Delaware and duly authorized to transact business in the State of Illinois for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid, REMISES, RELEASES AND CONVEYS unto

Nancy C. Waller, formerly known as Nancy Waller Buddig, Trustee of the Nancy Waller Buddig Revocable Trust dated March 15, 1991 ("Trustee")

See Legal Description attached as Exhibit A

Permanent Index Numbers:

17-04-218-033-0000

17-04-218-034-0000

Address of Real Estate:

1300 North State Parkway

**Unit 504** 

Chicago, Illino's 50510



Doc#: 0521404113 Eugene "Gene" Moore Fee: \$30.00

Cook County Recorder of Deeds Date: 08/02/2005 12:37 PM Pg: 1 of 4

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

As to each aforesaid trust agreement, full power and authority are or reby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof: to dedicate parks, strects, highways or alleys; 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 promises 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, extate, 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, and to renew or extend leases upor 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 under either aforesaid trust agreement 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 either of said trust agreements; 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 either of said trust agreements 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

0521404113D Page: 2 of 4

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.

Grantor, for itself, and its successors, does covenant, promise and agree to and with trustee and its successors, that it has not done, or suffered to be done, anything whereby and the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that it WILL WARRANT and DEFEND, the said premises against all persons lawfully claiming, or to claim the same, by, through or under it, subject only to the matters set forth on Exhibit A.

And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whatof, the grantor has caused its name to be signed by its Authorized Representative this 29th day of July, 2005.

> 1300 North State Parkway, L.L.C., a Delaware limited liability company

JO OF I FGAL DESCRIPTION SEF FYHIBIT A ATTACHED

State of Illinois, County of

I understand, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Authorized Representative of 1300 North State Parkway, L.L.C., 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 said instrument as his free and voluntary act, and as the free and voluntary act of 1300 North State Parkway, L.L.C., for the uses and purposes therein set forth.

Given under my hand and official seal, this

**WWARAAAARAAA**CCAARACAAA EILEEN O LALLY NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:00/14/05 

Notary Public My commission expires on

This instrument was prepared by Eileen C. Lally, 111 West Washington, Suite 1401, Chicago, Illinois 60602

UPON RECORDING MAIL TO: Barry G. Collins, Esq. 733 Lee Street, Suite 210 Des Plaines, Illinois 60016

SEND SUBSEQUENT TAX BILLS TO:

0521404113D Page: 3 of 4

## UNOFFICIAL COPY

### EXHIBIT A LEGAL DESCRIPTION

#### PARCEL 1:

UNIT 504 IN THE AMBASSADOR CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

LOTS 5, 6 AND 7 IN THE SUBDIVISION OF LOT 5 AND OF SUBLOT 1 OF LOT 4 IN BRONSON'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THRID PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0511618089, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

#### PARCEL 2:

EXCLUSIVE RICAT TO USE PARKING SPACE P-46 AND STORAGE SPACE S-15, LIMITED COMMON ELEMENTS AS DELINEATED GN. THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0511618089.

"GRANTOR ALSO FÉREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTE ANT 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, FASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIFULATED AT LENGTH HEREIN."

Subject only the following matters: (a) Permitter exceptions do not impair the Unit from being used as a condominium residence, (b) the Permitted Exceptions do r ot impair the use of the Common Elements for the uses for which the Common Elements were designed, (c) the Permitted Exceptions do not impair the Garage Unit from being used as a parking space, and (d) the Permitted Exceptions are not violated by the Condominium, the Building or the Land: (1) current, non-delinquent real estate taxes and real estate taxes for subsequent years; (2) special municipal taxes or assessments for improvements not yet completed and unconfirmed special municipal taxes or assessments; (3) the terms and provisions of the Declaration of Condominium Ownership for The Ambassador ("Declaration") and any amendments thereto; (4) public, private and utility easements, including any easements established by, or implied from, the Declaration and any area dments thereto; (5) covenants, conditions and restrictions of record; (6) applicable zoning and building laws ordinances and restrictions; (7) roads and highways, if any, (8) limitations and conditions imposed by the Act; (9) encroachments, if any, which do not materially, adversely impair the use and enjoyment of the Premises as a residence; (10) installments due after the date of the Closing for assessments established pursuant to the Declaration, (11) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of the Closing; (12) matters over which the Title Company is willing to insure; (13) acts done or suffered by Purchaser or anyone claiming by, through or under Purchaser; (14) Purchaser's mortgage, if any; and (15) leases, licenses and management agreements, if any, affecting the Property (but not the Premises or the Garage Unit); provided they do not interfere with Purchaser's quiet enjoyment of, or merchantability of title to, the premises.

THIS PROPERTY IS NOT HOMESTEAD PROPERTY.

Permanent Index Numbers: 17-04-218-033-0000 and 17-04-218-034-0000

Address of Real Estate: 1300 North State Parkway, Unit 504, Chicago, Illinois 60610

This instrument was prepared by: Eileen C. Lally, 111 West Washington, Suite 1401, Chicago, Illinois 60602

UPON RECORDING MAIL TO Barry G. Collins, Esq. Tuttle, Vedral & Collins, P.C. 733 Lee Street, Suite 210 Des Plaines, Illinois 60016-6405 SEND SUBSEQUENT TAX BILLS TO:

NANCY CUALLON UNITEDY-1300N-STATE PROS Checom, IT (00610

# **UNOFFICIAL COPY**

