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Doc#: 0523805285 Fee: \$26.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/26/2005 12:36 PM Pg: 1 of 2

SPECIAL WARRANTY DEED

THIS INDENTURE, made 25th day of August, 2005, between 711 MELROSE LLC, a limited liability company created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, party of the first part, and

CHARLES R. LUBECKE, of 871 Kings Bridge Way, Buffalo Grove, Illinois, party of the second part,

WITNESSETH, that the party of the first part, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other valuable consideration in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and pursuant to authority of the Manager of said limited liability company, by these presents does REMISE,

RELEASE, ALIEN AND CONVEY unto the party of the second part, and to their heirs and assigns, FOREVER, all the following described real estate, situated in the County of Cook and State of Illinois known and described as follows, to wit:

PARCEL 1:

UNIT B-1 AND P-11 IN THE SEVEN11 MELROSE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE WEST 1/2 OF LOT 49 AND ALL OF LOTS 50 AND 51 IN ELISHA E. HUNDLEY'S RESUBDIVISION OF LOT 40 IN PINE GROVE, A SUBDIVISION OF FRACTIONAL SECTION 21 TOWNSHIP 40 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 ON JULY 21, 2005, AS DOCUMENT 0520227081, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

THE TENANT OF UNIT HAS WAIVED OR HAS FAILED TO EXERCISE THE RIGHT OF FIRST REFUSAL.

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

And the party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the party of the second part, their heirs and assigns, that it has not done or suffered to be done, anything whereby 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 same, by through or under it, subject to: (1) general real estate taxes not due and payable at the time of Closing; (2) special taxes and assessments for improvements not yet completed; (3) applicable zoning and building laws and building line restrictions, and ordinances; (4) acts done or suffered by Purchaser or anyone claiming by, through or under Purchaser; (5) streets and highways, if any; (6) party wall rights and agreements, if any (7) encroachments (provided such do not materially adversely affect the intended use of the Unit); (8) covenants, conditions, restrictions, easements, permits and agreements or record, including the Declaration, as amended from time to time; (9) the Condominium Property Act of Illinois (the "Act"); (10) liens and other matters of title over which the Title Insurer is willing to insure without cost to Purchaser; (11) installments due after closing for assessments levied pursuant to the Declaration.

This space reserved for Recorder.

Box 400-CTCC

RRHS 8/29

C.A. 8904984 D2-SCS M2

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Permanent Real Estate Index Numbers: 14-21-313-016-0000 and 14-21-313-017-0000
Address of real estate: 711 W. Melrose, Unit B-1, Chicago, Illinois 60657

IN WITNESS WHEREOF, said party of the first part has caused its name to be signed to these presents as of the day and year first above written.

711 MELROSE LLC, an Illinois limited liability company

By: [Signature]
Name: Adam Winick
Its: Manager

STATE OF ILLINOIS)
)
COUNTY OF COOK)

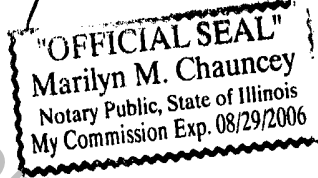
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Adam Winick, the manager of 711 MELROSE LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager of said limited liability company, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of August, 2005

[Signature]
Notary Public

After Recording Mail To:
Elliot Harstein
70 S. Highway 45
Suite 205
Grayslake, Illinois 60030

Send Subsequent Tax Bills To:
Charles R. Lubecke
711 W. Melrose, Unit B-1
Chicago, IL 60657



This instrument was prepared by:
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