9529433172D

This instrument prepared by: Barry Glazer, Esq. Robbins, Salomon & Patt, Ltd. 25 East Washington Street Suite 1000 Chicago, Illinois 60602

Doc#: 0529433122 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 10/21/2005 10:46 AM Pg: 1 of 4

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After recording return to: Christine Lee, Esq. Lewis, Overback & Furman 135 South Lasalle Street, Suite 2300 Chicago, Illinas 60603

### SPECIAL WARRANTY DEED

This Indenture, made as of the 14<sup>th</sup> day of October, 2005, between 950 W. MONROE STREET DEVELOPMENT, LLC, an Illi nois limited liability company, having an address at 1350 East Touhy Avenue, Des Plaines, Illinois 600 8, ("Grantor") and PHILLIP M. KOSANOVICH and CHRISTINE C. KOSANOVICH, HUSBAND & WIFE, NOT AS JOINT TENANTS OR TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY, having an address at 950 W. Monroe, Unit 903, Chicago, Illinois 60607 ("Grantee").

### WITNESSETH

That Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby conveys and warrants specially unto Grantee all right, title and interest which Grantor has in the following described real property and right, and interests in real property situate, lying and being in Cook County, Illinois, to wit:

## SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

(The foregoing real property together with all improvements and fixtures located increon are sometimes collectively referred to herein as the "Property.")

PROPERTY: UNIT 903 & P-97,950 WEST MONROE STREET, CHICAGO, ILLINOIS 60607

PINS: 17-17-206-004; 17-17-206-005; 17-17-206-006; 17-17-206-010

Together with all of the right, title and interest of Grantor, if any, in and to the following as the same pertains to the Property: (a) all improvements and fixtures located thereon, and (b) all easements, rights-of-way, streets and other appurtenances.

こと

829 2500

Box 334

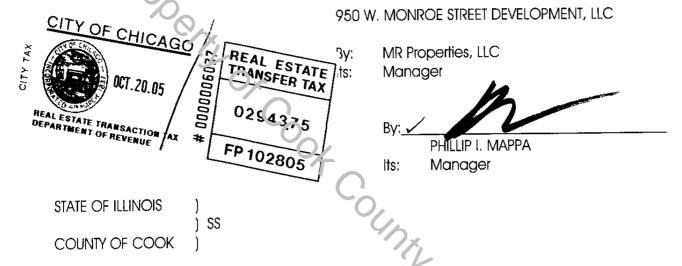
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# **UNOFFICIAL COPY**

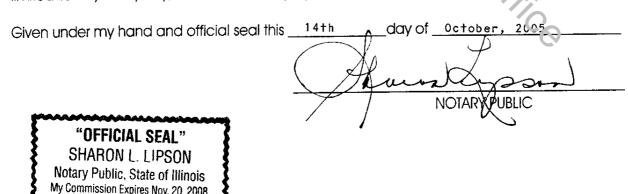
THE CONVEYANCE OF THE PROPERTY IS SUBJECT ONLY TO THOSE ENCUMBRANCES SET FORTH ON EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE, WITHOUT INTENDING TO REIMPOSE SAME.

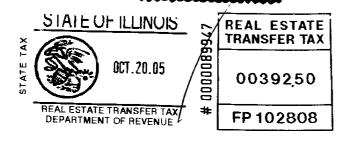
And Grantor does covenant, promise and agree, to and with the Grantee, its heirs and assigns, that it has not done or suffered to be done, anything whereby the real estate hereby granted is, or may be, in any manner encumbered or charged, except as herein recited, and that Grantor will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but not otherwise.

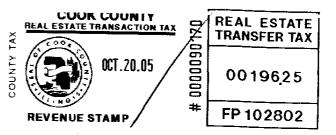
IN WITNESS WHEREOF, Grantor has hereunto executed this Special Warranty Deed as of the day and year tirst above written.



I, a Notary Public in and for said County and State, do hereby certify that Phillip I. Mappa, Manager of MR Properties, LLC, an Illinois limited liability company, Manager of 950 W. Monroe Street Development, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, 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 on behalf of said limited liability company, for the uses and purposes therein set forth.







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EXHIBIT "A"

LEGAL DESCRIPTION

UNIT 903 & P-97 950 WEST MONROE STREET CHICAGO, ILLINOIS 60607

UNIT 903 AND P. 97, IN THE RESIDENCES AT 950 WEST MONROE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF BLOCK 4 IN DUNCAN'S ADDITION TO CHICAGO IN SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY, IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0521012052 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

GRANTOR ALSO HEREBY GRANTS TO THE CRANTEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DEC! ARATION 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.

THERE IS NO TENANT TO WAIVE OR EXERCISE THE OPTION TO PURCHASE THE SUPJECT UNIT.

PINS: 17-17-206-004; 17-17-206-005; 17-17-206-006; 17-17-206-010

PLEASE MAIL TAX BILLS TO: PHILLIP M. KOSANOVICH 950 WEST MONROE STREET UNIT 903 CHICAGO, ILLINOIS 60607 0529433122 Page: 4 of 4

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#### **EXHIBIT** "B"

#### PERMITTED EXCEPTIONS

- 1. REAL ESTATE TAXES NOT DUE AND PAYABLE;
- 2. SPECIAL MUNICIPAL TAXES OR ASSESSMENTS FOR IMPROVEMENTS NOT YET COMPLETED AND UNCONFIRMED SPECIAL MUNICIPAL TAXES OR ASSESSMENTS;
  - APPLICABLE ZONING AND BUILDING LAWS OR ORDINANCES;
- 4. THE DECLARATION OF CONDOMINIUM, INCLUDING ANY AND ALL AMENDMENTS AND EXHIBITS THERETO;
  - 5. PROVISIONS OF THE ILLINOIS CONDOMINIUM PROPERTY ACT;
- 6. EASEMENTS, COVENANTS, CONDITIONS, AGREEMENTS, BUILDING LINES AND RESTRICTIONS OF RECORD WHICH LO NOT MATERIALLY ADVERSELY AFFECT THE USE OF THE UNIT AS A CONDOMINIUM RESIDENCE:
  - 7. LEASES, AND LICENSES AFFECTING THE COMMON ELEMENTS;
  - 8. ACTS DONE OR SUFFERED BY GRANTELY
- 9. LIENS, ENCROACHMENTS AND OTHER MATTERS AS TO WHICH THE TITLE INSURER COMMITS TO INSURE PURCHASER AGAINST LOSS OR DAMAGE; AND
- 10. 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 CLOSING AND WHICH SELLER SHALL SO REMOVE AT THAT TIME BY USING THE FUNDS TO BE PAID UPON DELIVERY OF THE DEED.