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

Doc#: 0531842101 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 11/14/2005 11:20 AM Pg: 1 of 4

After recording return to: Kenneth S. Freedman, Esq. 40 Skokie Boulevard Northbrook, Minais 60062

### SPECIAL WARRANTY DEED

This Indenture, made as of the 19th day of October, 2005, between 950 W. MONROE STREET DEVELOPMENT, LLC, an Llinois limited liability company, having an address at 1350 East Touhy Avenue, Des Plaines, Illinois 60018, ("Grantor") and STEPHEN J. GALO and DEBRA-S: GALO, his wife, NOT AS TENANTS IN COMINION, BUT AS JOINT JENANTS WITH RICHT OF SURVIVORSHIP, having an address at 950 W. Monroe, Unit 705, 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 receip 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 rights 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 localed thereon are sometimes collectively referred to herein as the "Property.")

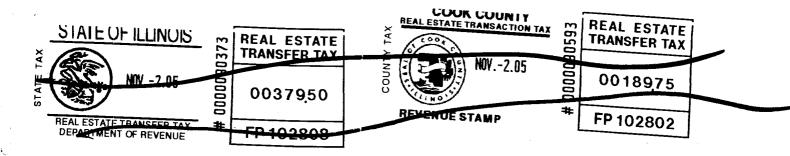
PROPERTY:

UNIT 705 & P-41,950 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.



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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 first above written.

950 W. MONROE STREET DEVELOPMENT, LLC

MR Properties, LLC

Manager

PHICTIP I. MAPPA

Manager

STATE OF ILLINOIS

COUNTY OF COOK

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.

Given under my hand and official seal this 19th

day of October

"OFFICIAL SEAL" SHARON L. LIPSON Notary Public, State of Illinois My Commission Expires Nov. 20, 2008

CITY OF CHICAGO

NOV.-2.05

REAL ESTATE TRANSACTION TAX DEPARTMENT OF REVENUE

REAL ESTATE TRANSFER TAX

0284625

FP 102805

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EXHIBIT "A"

LEGAL DESCRIPTION

UNIT 705 & P-41 950 WEST MONROE STREET CHICAGO, ILLINOIS 60607

UNIT 705 AND P-41. 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 ELEVIENTS, ALL IN COOK COUNTY, ILLINOIS.

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 FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE L'ECLARATION 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 SUBJECT UNIT.

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

PLEASE MAIL TAX BILLS TO:

STEPHEN J. GALO

950 W.

Monroe S.

60 60 7

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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;
  - 3. 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 LIO 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 GRAN (FF.)
- 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.