

UNOFFICIAL COPY

SPECIAL WARRANTY DEED IN TRUST

THE GRANTOR

West Erie, 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, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other valuable consideration in hand paid, **GRANTS, WARRANTS and CONVEYS** to



Doc#: 0531810036 Fee: \$30.50
 Eugene "Gene" Moore RHSP Fee: \$10.00
 Cook County Recorder of Deeds
 Date: 11/14/2005 01:01 PM Pg: 1 of 4

Roy H. Boyd Trust Dated March 10, 2003 and Ann T. Boyd Trust Dated March 10, 2003
 739 North Wells Street Chicago IL 60610

the following described real estate situated in "the County of Cook in the State of Illinois (collectively, the "Real Estate"), to wit:

See Exhibit "A" attached hereto and made a part hereof.

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 Real Estate set forth in that certain Sixty West Erie Declaration of Condominium ("Declaration"), 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. The Trustee shall have the rights and benefits set forth in Exhibit A-1 attached hereto and made a part hereof.

Together with all hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either in law or equity, of in and to the Real Estate, with the hereditaments and appurtenances, unto Grantee, his heirs and assigns forever.

And the Grantor, for itself, and its successors and assigns, does covenant, promise and agree to and with the Grantee, its successors and assigns, that during the period that Grantor has owned title to Real Estate it has not done or suffered to be done anything whereby the Real Estate hereby granted are, or may be, in any manner encumbered or charged except of those items listed on Exhibit "A" attached hereof (the "Permitted Exception"); and that, subject to the Permitted Exceptions, the Grantor will warrant and forever defend the Real Estate against all persons lawfully claiming by, through or under the Grantor, but not otherwise.

10F 2 05031485 STEWART CANARCO

MAIL TO:

Crystal L. Kontny, Esq.
 Robbins, Salomon & Patt, Ltd.
 (Name)

25 East Washington Street, Suite 1000
 (Address)
Chicago, IL 60602
 (City, State & Zip)

SEND SUBSEQUENT TAX BILLS TO:


Roy H. Boyd Trust Dated March 10, 2003 and Ann T. Boyd Trust
Dated March 10, 2003
 (Name)

60 West Erie Street, Unit 601, Chicago, Illinois
 (Address) (City, State & Zip)

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In Witness Whereof, said Grantor has caused its name to be signed to these presents by its duly authorized Member this 10th day of November, 2005.

West Erie, LLC
By: LR Erie LLC, its authorized agent

By: 
Its: Senior Vice-President

STATE OF ILLINOIS, COUNTY OF COOK. I, the undersigned, a Notary Public, in the County and State aforesaid, **DO HEREBY CERTIFY**, that Stephen F. Galler acting as Senior Vice-President for LR Erie LLC an authorized agent of West Erie, 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 severally acknowledged that he signed, sealed and delivered this 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 herein set forth.

Given under my hand and official seal, this 10th day of November, 2005.


NOTARY PUBLIC

"OFFICIAL SEAL"
ANDREA M. JANES
Notary Public, State of Illinois
My Commission Expires 02/24/2007


Commission expires 02-24-2007

This instrument was prepared by Stephen F. Galler, Esq., 350 W. Hubbard, Suite 301, Chicago, Illinois 60610


City of Chicago
Dept. of Revenue
404706
11/14/2005 10:25 Batch 06220 76



✓ Real Estate
Transfer Stamp
\$9,735.00

COUNTY TAX
COOK COUNTY
REAL ESTATE TRANSACTION TAX

NOV. 14.05
REVENUE STAMP

0000176858
REAL ESTATE
TRANSFER TAX
0064900
FP326670

STATE TAX
STATE OF ILLINOIS

NOV. 14.05
REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE

000008696
REAL ESTATE
TRANSFER TAX
0129800
FP326669

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EXHIBIT "A" TO SPECIAL WARRANTY DEED IN TRUST

PARCEL 1: RESIDENTIAL UNIT 601 AND PARKING UNITS P47 AND P49 IN THE SIXTY WEST ERIE CONDOMINIUMS AS DELINEATED ON A SURVEY ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS, EASEMENTS, RESTRICTIONS AND COVENANTS FOR SIXTY WEST ERIE CONDOMINIUM ASSOCIATION, WHICH WAS RECORDED NOVEMBER 19, 2003 AS DOCUMENT NUMBER 0332332044, LOCATED WITHIN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS AMENDED FROM TIME TO TIME, IN COOK COUNTY ILLINOIS.

PARCEL 2: STORAGE SPACE 16 AS A LIMITED COMMON ELEMENT AS SET FORTH UNDER THE DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS, EASEMENTS, RESTRICTIONS AND COVENANTS FOR SIXTY WEST ERIE CONDOMINIUM, WHICH WAS RECORDED NOVEMBER 19, 2003 AS DOCUMENT NUMBER 0332332044 AS DESCRIBED ABOVE.

This deed is subject to the following permitted exceptions:

- (1) Current non delinquent real estate taxes and taxes for subsequent years not otherwise due and payable at the time of the closing;
- (2) The terms and provisions of the Declaration and any amendments thereto;
- (3) Public, private and utility easements, including any easements established by, or implied from, the Declaration and any amendments thereto;
- (4) Covenants, conditions, and restrictions of record;
- (5) Applicable zoning and building laws, ordinances and restrictions;
- (6) Limitations and conditions imposed by the Condominium Property Act of the State of Illinois, as amended;
- (7) Encroachments, if any, which do not materially adversely impair the use and enjoyment of the Condominium Unit as a residence or the Parking Unit(s), for vehicular parking for one parking vehicle;
- (8) Installments due after the date of closing for assessments established pursuant to the Declaration;
- (9) Matters over which the Title Company is willing to insure;
- (10) Acts done or suffered by Grantee or anyone claiming by, through or under Grantee;
- (11) Purchaser's mortgage, if any; and
- (12) Management agreements affecting the Parking Unit(s), if any, and for the Common Elements.

Address of the Real Estate: Sixty West Erie Condominiums
60 West Erie Street, Unit 601, Chicago, Illinois 60613

Permanent Index Numbers: 17-09-219-012-0000
 17-09-219-013-0000
 17-09-219-014-0000
 17-09-219-015-0000
 (affects subject property and other land for 2004)
 17-09-219-024-1003 (affects subject property for 2005 and beyond) – Residential Unit 601
 17-09-219-024-1071 (affects subject property for 2005 and beyond) – Parking Unit P47
 17-09-219-024-1073 (affects subject property for 2005 and beyond) – Parking Unit P49

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EXHIBIT A-1

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys, to vacate any subdivision or part thereof, and to resubdivide said real estate 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 real estate 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 real estate, or any part thereof, to lease said real estate, 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 99 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 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 real estate, 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 real estate or any part thereof, and to deal with said real estate 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, or any successor in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, 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, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said county) 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 all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, 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.

This conveyance is made upon the express understanding and condition that neither Grantee, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement 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 any 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 earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Grantee the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the above real estate 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.