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SPECIAL WARRANTY DEED IN TRUST

206 decision Con

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

Richard A. Chaifetz, Trustee of the Richard A. Chaifetz Revocable Trust dated July 16, 2003, as amended from time to time ("Trustee")

See Legal Description attac'ied as Exhibit A

Permanent Index Numbers:

17-04-218-033-0000

17-04-218-934-0000

Address of Real Estate:

1300 North State Parkway

Unit 701 and P-38 Chicago, Illinois 50-10

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 hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof: to dedicate parks, streets, 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 premise, 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, sade 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 commune in praesenti or in futuro, and upon any terms and for any period or periods of time, 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 ime or times hereafter; to contract to make leases and to grant options to lease and options to renew leases and options to purchase inc 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

Doc#: 0600341016 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds Date: 01/03/2006 09:50 AM Pg: 1 of 4

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City of Chicago
Dept. of Revenue
410764

Real Estate Transfer Stamp \$18,075.00

12/30/2005 10:10 Batch 11865 17

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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 Vb reof, the grantor has caused its name to be signed by its Authorized Representative this 27 day of May, 2005. DONE OF

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

LEGAL DESCRIPTION EXHIBIT 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 James McKevitt, Authorized Representative of 1300 North State Parkway, L.L.C., Favonally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this dzy 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

OFFICIAL SEAL EILEEN CLALLY NOTARY PUBLIC - STATE TO ILLINOIS MY COMMISSION EXPIRES 09/13/09

My commission expires or

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

UPON RECORDING MAIL TO: Lou Cohen, Esq. Piper, Rudnick, Gray, Cary, US, LLP 203 North LaSalle, Unit 1400 Chicago, Illinois 60601

SEND SUBSEQUENT TAX BILLS TO: Richard A. Chaifetz 1300 North State Parkway Unit 701 Chicago, Illinois 60610

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EXHIBIT A LEGAL DESCRIPTION

PARCEL 1:

UNITS 701 & P-38 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 RIGHT TO USE PARKING SPACE P-39 AND STORAGE SPACE S-40, LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0511618089.

"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 SFT 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, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LINGTH HEREIN."

Subject only the following matters: (1) current, non-delinquent real estate taxes and real estate taxes for subsequent years; (2) the terms and provisions of the Declaration of Condominium Ownership for The Ambassador ("Declaration") and any amendments thereto; (3) public and utility easements, including any easements established by, or implied from, the Declaration and any emendments thereto; (4) covenants, conditions and restrictions of record, which do not materially interfere with furchaser's use, enjoyment or value of the Premises; (5) applicable zoning and building laws, ordinances and restrictions; (6) roads and highways, if any, (7) limitations and conditions imposed by the Act; (8) encroachments, in any, which do not materially, adversely impair the use and enjoyment or the value of the Premises as a residence provided that such encroachments may be insured over at Seller's sole cost in form and substance reasonably acceptable to Purchaser; (9) installments due after the date of the Closing for assessments established pursuant to the Declaration; (10) matters over which the Title Company is willing to insure at Seller's sole ost in form and substance reasonably acceptable to Purchaser; (11) acts done or suffered by Purchaser or anyone claiming by, through or under Purchaser; (12) Purchaser's mortgage, if any; and (13) leases, licenses and management agreements, if any, affecting the Property; so long as any such lease, license or management agreement affects the Property as a whole, and not just 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, Units 701 and P-38, Chicago, Illinois 60610

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

UPON RECORDING MAIL TO

Lou Cohen, Esq. Piper, Rudnick, Gray, Cary, US, LLP 203 North LaSalle, Unit 1400 Chicago, Illinois 60601 SEND SUBSEQUENT TAX BILLS TO:

Richard A. Chaifetz 1300 North State Parkway Unit 701 Chicago, Illinois 60610