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PREPARED BY:

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Chicago, Illinois 60602



Doc#: 0613839023 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/18/2006 10:58 AM Pg: 1 of 9

WHEN RECORDED RETURN TO

Elvin E. Charity, Esq.
Charity & Associates, P.C.
20 N. Clark Street
Suite 1150
Chicago, Illinois 60602

SPECIAL WARRANTY DEED IN TRUST

THIS INDENTURE WITNESSETH, made and entered into as of the date set forth below by SOUTH COTTAGE GROVE, L.L.C., an Illinois limited liability company (the "Grantor"), whose address is 9152 South Michigan Avenue, Chicago, Illinois 60619, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, CONVEY AND WARRANT unto CHICAGO TITLE LAND TRUST COMPANY, a corporation of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 14th day of April, 2006, and known as Trust Number 8002346342 (the "Grantee") the following described real estate in the County of Cook and State of Illinois, to wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

PROPERTY ADDRESS: 901 East 95th Street, Chicago, Illinois

P. I. N.: 25-11-100-035-0000

Together with all and singular the 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 Grantor, either in law or in equity, of, in and to the above described premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises, as above described, with the, unto the Grantee, its successors and assigns for ever.

And the Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantee, its successors 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 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 those matters set forth on Exhibit B attached hereto and incorporated herein, none of which shall be re-imposed hereby.

Box 400-CTCC

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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 and 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 198 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 relations 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 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 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.

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IN WITNESS WHEREOF, Grantor has caused its name to be signed to these presents this 19th day of April, 2006

SOUTH COTTAGE GROVE, L.L.C., an Illinois limited liability company


By: *Edward G. Gardner*
Name: Edward G. Gardner
Its: Manager

~~EXEMPT UNDER PROVISIONS OF PARAGRAPH 2, SEC. 200, 1-2 (B-6) or PARAGRAPH 2, SEC. 200, 1-4 (B) OF THE CHICAGO TRANSACTION TAX ORDINANCE.~~

Alvin Chavira Attorney
DATE BUYER, SELLER REPRESENTATIVE

STATE TAX

MAY. 17.06
REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE

0000005290
REAL ESTATE TRANSFER TAX
03000.00
FP 103024

COUNTY TAX

MAY. 17.06
REVENUE STAMP

0000003289
REAL ESTATE TRANSFER TAX
01500.00
FP 103022

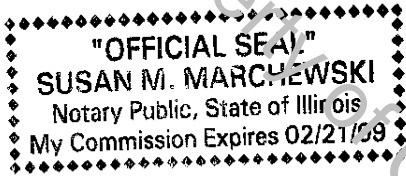
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STATE OF Illinois

COUNTY OF Cook

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Edward G. Gordon, 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 acknowledged that he/she, as manager of South College Blvd 4 signed and delivered said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19 day of April, 2006.



Susan M. Marchewski
Notary Public

My Commission Expires: _____

(SEAL)

Cook County Clerk's Office

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EXHIBIT A

THAT PART OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION OF THE SOUTH LINE OF EAST 95th STREET, WITH THE EAST LINE OF COTTAGE GROVE AVENUE (AS SAID AVENUE IS SHOWN ON THE PLAT OF DEDICATION RECORDED MAY 29, 1907 IN BOOK 95 OF PLATS, PAGE 39) RUNNING THENCE SOUTHWESTERLY ALONG THE EAST LINE OF SAID COTTAGE GROVE AVENUE, A DISTANCE OF 416.90 FEET; THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF EAST 95th STREET, A DISTANCE OF 288.00 FEET TO A POINT; THENCE SOUTHERLY A DISTANCE OF 88.55 FEET TO A POINT; THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF EAST 95th STREET, A DISTANCE OF 20.36 FEET; THENCE SOUTHWESTERLY ALONG A LINE PARALLEL TO THE EAST LINE OF SOUTH COTTAGE GROVE AVENUE, A DISTANCE OF 286.70 FEET; THENCE EASTERLY A DISTANCE OF 176.77 FEET; THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE EAST LINE OF SOUTH COTTAGE GROVE AVENUE, A DISTANCE OF 800.00 FEET TO THE SOUTHERLY LINE OF EAST 95th STREET; THENCE WESTERLY ALONG THE SAID SOUTHERLY LINE OF EAST 95th STREET, A DISTANCE OF 500.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

1. TAXES FOR THE YEAR(S) 2005 AND 2006, NOT YET DUE OR PAYABLE.
2. SITE LEASE MADE BY SOUTH COTTAGE GROVE, LLC TO VOICESTREAM GSMI OPERATING COMPANY LLC, DATED AS SET FORTH IN LEASE, A MEMORANDUM OF LEASE AND OPTION AGREEMENT WHICH WAS RECORDED JANUARY 30, 2006 AS DOCUMENT NO. 0603015150, DEMISING THE LAND FOR A TERM OF FIVE (5) YEARS, AS TO THE LEASE AND FOR A TERM OF TWELVE (12) YEARS, AS TO THE OPTION, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH, OR UNDER SAID LESSEE.

NOTE: TENANT HAS THE RIGHT TO EXTEND LEASE FOR FIVE (5) ADDITIONAL FIVE-YEAR TERMS.

NOTE: TENANT HAS THE RIGHT TO EXTEND OPTIONAL PERIOD UP TO ONE ADDITIONAL SIX (6) MONTH RENEWAL.

3. COVENANTS AND RESTRICTIONS (BUT OMITTING ANY SUCH COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS), CONTAINED IN THE DEED FROM HARRY T. KESSLER AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 18, 1949 TO GUARDITE CORPORATION, A DELAWARE CORPORATION, DATED APRIL 2, 1951 AND RECORDED APRIL 16, 1951 AS DOCUMENT 15054187 4.

NOTE: SAID INSTRUMENT CONTAINS NO PROVISION FOR A FORFEITURE OF OR REVERSION OF TITLE IN CASE OF BREACH OF CONDITION.

4. RIGHTS OF OLNEY J. DEAN STEEL CO., ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, MAINTAIN AND OPERATE A SPUR TRACK UPON, OVER, AND ACROSS THE LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY PROPERTY LINE OF THE TUTHILL PUMP CO., SAID POINT BEING 874.5 FEET MORE OR LESS DISTANT SOUTHERLY MEASURED ALONG SAID TUTHILL PUMP CO.'S WESTERLY PROPERTY LINE, FROM THE SOUTH LINE OF 95TH STREET AND 10 FEET DISTANT WESTERLY, AT RIGHT ANGLES, FROM THE CENTER LINE OF THE PROPOSED OLNEY J. DEAN STEEL CO. SPUR TRACK AS SHOWN ON THE "ATTACHED PRINT" THENCE NORTHERLY ALONG SAID TUTHILL PUMP CO.'S WESTERLY PROPERTY LINE WITH 76 FEET MORE OR LESS TO THE INTERSECTION OF SAID TUTHILL PUMP CO.'S WESTERLY PROPERTY LINE WITH THE SOUTHERLY PROPERTY LINE OF THE OLNEY J. DEAN STEEL CO.; THENCE WESTERLY ALONG SAID OLNEY J. DEAN STEEL CO.'S PROPERTY LINE 19.5 FEET MORE OR LESS TO A POINT 10 FEET DISTANT WESTERLY, AT RIGHT ANGLES, FROM THE CENTER LINE OF SAID OLNEY J. DEAN STEEL CO.'S SPUR TRACK; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT AND PARALLEL WITH THE CENTER LINE OF SAID OLNEY J. DEAN STEEL CO.'S SPUR TRACK 76 FEET MORE OR LESS TO SAID POINT OF BEGINNING

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ALSO

RIGHT AND PRIVILEGE OF OLNEY J. DEAN STEEL CO. AND TUTHILL PUMP CO. TO ENTER UPON ANY PART OF SAID STRIP OF LAND DESCRIBED ABOVE AND THE LAND SITUATED ALONG BOTH SIDES OF SAID STRIP, FOR THE PURPOSES OF ONSTRUCTING, MAINTAINING, AND OPERATING A SPUR TRACK ON SAID STRIP OF LAND, OPERATING OR CAUSING TO BE OPERATED, LOCOMOTIVES, CARS AND OTHER PROPERTY AND EQUIPMENT UPON SAID SPUR TRACK, AND MAKING ALL OTHER USES OF SAID OF SAID STRIP OF LAND NECESSARY TO OR DESIRABLE FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF SAID SPUR TRACK, AS CONTAINED IN GRANT MADE BY AND BETWEEN TUTHILL PUMP CO., A CORPORATION OF DELAWARE, ET AL., DATED APRIL 2, 1951 AND RECORDED APRIL 16, 1951 AS DOCUMENT 15054256.

NOTE: PROVISIONS FOR THE PAYMENT OF COST OF MAINTAINING THE ABOVE SPUR TRACKS AS CONTAINED IN AGREEMENT BETWEEN ABOVE NAMED PARTIES DATED APRIL 17, 1951 AND RECORDED AUGUST 23, 1956 AS DOCUMENT 16679129, AS MODIFIED BY AGREEMENT DATED JANUARY 16, 1956 RECORDED AUGUST 31, 1956 AS DOCUMENT 16686579.

5. EASEMENT FOR PUBLIC UTILITIES CREATED BY GRANT MADE BY CHICAGO BRIDGE & IRON COMPANY, AN ILLINOIS CORPORATION, TO COMMONWEALTH EDISON CO. AND ILLINOIS BELL TELEPHONE, A CORPORATION OF ILLINOIS, DATED APRIL 15, 1958 AND RECORDED APRIL 16, 1958 AS DOCUMENT 17207640.

(AFFECTS THE SOUTH 3 FEET RUNNING EAST FROM ITS WEST LINE)

NOTE: FOR THE LOCATION AND DIMENSIONS OF SAID EASEMENT REFERENCE IS MADE TO THE PLAT ATTACHED TO SAID DEED RECORDED AS DOCUMENT 17207640.

6. PERPETUAL EASEMENTS FOR THE CONSTRUCTION, REPAIR, REPLACEMENT, OPERATION AND MAINTENANCE OF EQUIPMENT OF THE TRANSMISSION OF ELECTRICITY AND TELEPHONE COMMUNICATION AS CREATED BY GRANT FROM CLEARING INDUSTRIAL DISTRICT INC., TO COMMONWEALTH EDISON CO. AND ILLINOIS BELL TELEPHONE COMPANY, DATED SEPTEMBER 19, 1944 RECORDED OCTOBER 21, 1944 AS DOCUMENT 13381327, OVER, UNDER AND ACROSS THAT PART OF THE NORTHWEST 1/4 OF SECTION 11 AFORESAID DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF 95TH STREET, 320 FEET EAST OF THE EAST LINE OF COTTAGE GROVE AVENUE, 722.37 FEET, THENCE WEST ON A LINE PARALLEL TO THE SOUTH LINE OF 95TH STREET, 20 FEET; THENCE NORTHEASTERLY ON A LINE PARALLEL TO THE EAST LINE OF COTTAGE GROVE AVENUE, 722.37 FEET TO THE SOUTH LINE OF 95TH STREET; THENCE EAST ALONG THE SOUTH LINE OF 95TH STREET, 20 FEET TO THE POINT OF BEGINNING.

NOTE: BY PARTIAL RELEASE DEED DATED JANUARY 18, 1951 AND RECORDED JANUARY 19, 1951 AS DOCUMENT 14944934 THE SAID EASEMENT WAS RELEASED ONLY AS TO THE NORTHERLY 412.28 FEET (MEASURED ALONG LINES PARALLEL TO THE EAST LINE OF COTTAGE GROVE AVENUE) OF THE ABOVE DESCRIBED PREMISES.

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(AFFECTS THE SOUTH 94.62 FEET (MEASURED ALONG LINES PARALLEL TO THE EAST LINE OF COTTAGE GROVE AVENUE))

7. MATTERS DISCLOSED BY THE PLAT OF SURVEY BY SARKO ENGINEERING INC. DATED APRIL 29, 2002, LAST REVISION MAY 29, 2002, NUMBER 20020199-001 AND NOTE THE FOLLOWING:
 1. ENCROACHMENT OF BUILDING LOCATED MAINLY ON THE PROPERTY EAST AND ADJOINING ONTO PARCEL 3 BY .06 FEET.
 2. ENCROACHMENT OF CONCRETE SLAB ONTO PROPERTY SOUTH AND ADJOINING BY .07 FEET.
 3. ENCROACHMENT OF CONCRETE FOUNDATION AND CONCRETE FLOOR SLAB ONTO PROPERTY SOUTH AND ADJOINING BY .5 TO 1.6 FEET.
 4. ENCROACHMENT OF CONCRETE CURB AND ASPHALT PARKING LOT ONTO PROPERTY SOUTH AND ADJOINING BY 1.5 TO 2.9 FEET.
 5. ENCROACHMENT OF WOOD FENCE ONTO PROPERTY SOUTH AND ADJOINING BY .6 TO 4.3 FEET.
 6. ENCROACHMENT OF FENCE LOCATED MAINLY ON THE PROPERTY WEST AND ADJOINING ONTO LAND BY 1.2 AND .5 TO 1.9 FEET.
 7. ENCROACHMENT OF HOUSE OF KICKS SIGN 3 FEET NORTH OF THE NORTH PROPERTY LINE INTO THE EAST 95TH STREET RIGHT OF WAY.
 8. ENCROACHMENT OF IRON FENCE FROM 21 TO 2.5 FEET NORTH OF THE NORTH PROPERTY LINE INTO THE EAST 95TH STREET RIGHT OF WAY.
 9. ENCROACHMENT OF FENCE LOCATED MAINLY ON THE PROPERTY NORTH AND ADJOINING ONTO PARCEL 5 BY 1 FOOT TO 4.9 FEET.
8. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.
9. ACTS OF THE GRANTEE, AND THOSE CLAIMING BY, THROUGH OR UNDER GRANTEE.
10. EXISTING ZONING, BUILDING AND OTHER GOVERNMENTAL AND QUASI-GOVERNMENTAL LAWS, CODES AND REGULATIONS.

