

UNOFFICIAL COPY

SPECIAL WARRANTY DEED



Doc#: 0625433150 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/11/2006 10:50 AM Pg: 1 of 6

The above space for recorder's use only

THE GRANTOR, WHEELING PRAIRIE, L.L.C., a Limited Liability Company, duly organized and validly 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 (\$10.00) Dollars and other good and valuable consideration, in hand paid, and pursuant to authority given by the Manager of said Company, does hereby **REMISES, RELEASES, ALIENS** and **CONVEYS** to:

Man Hi Park as Trustee under a declaration of trust dated December 1st, 2000, the following described real estate situated in the County of Cook, State of Illinois, to wit:

ADDRESS OF PROPERTY:

40 Prairie Park Dr, , Wheeling, IL 60090,

Unit 2-703 Parking Spaces: P-2-59

Storage Locker: S-2-59

P.I.N. 03-02-100-054-0000

SEE ATTACHED EXHIBIT A

SEE ATTACHED EXHIBIT B FOR TRUST POWERS

Grantor also hereby grants to the Grantee(s), 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 Declaration of Condominium, aforesaid, and Grantor reserves to itself, its successors and assigns, the right and easement 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 reservation contained in said Declaration the same as though the provisions of said declarations were recited and stipulated at length herein".

Together with all and singular the hereditaments and appurtenances thereunto, belonging

Property of Cook County Clerk's Office

5

8345445 = Jill P / of 1

UNOFFICIAL COPY

Property

STATE OF ILLINOIS



AUG. 30 06

REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE

0000029560

REAL ESTATE
TRANSFER TAX

00432.50

FP 103032

COOK COUNTY
REAL ESTATE TRANSACTION TAX



AUG. 30.06

COUNTY TAX

REVENUE STAMP

0000029571

REAL ESTATE
TRANSFER TAX

20216.25

FP 102034

City's Office

UNOFFICIAL COPY

Together with all and singular the hereditaments and appurtenances thereunto, belonging or in anywise appertaining, and the reversion and reversions, remainders 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 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 appurtenances, upon the Grantee(s) its heirs and assigns forever.

Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantee, their successor 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 recited herein; and that it WILL WARRANT AND DEFEND subject to general taxes for the year 2005 and subsequent years and covenants, conditions, restrictions and easements of record hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. To have and to hold said premises forever.

Dated this 27th day of August, 2006.

IN WITNESS WHEREOF, said Grantor has caused its company seal to be hereto affixed, and has caused its name to be signed to these presents by its Manager this 29 day of August, 2006.

By: [Signature]
S. Mark Smith, Managing Member

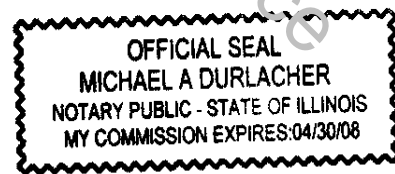
State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public in and for said county, in the state aforesaid, do hereby certify that S. Mark Smith, personally known to me to be the Managing Member of the Wheeling Prairie, L.L.C. and personal 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 they signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of Homestead.

Given under my hand and seal this 29th day of August, 2006.

[Signature]
NOTARY PUBLIC

This instrument prepared by: Michael A. Durlacher
Durlacher & Associates, P.C.
2 N. LaSalle Suite 1776
Chicago, IL 60602



Mail to:

Tax bill to:

UNOFFICIAL COPY

STREET ADDRESS: 40 PRAIRIE PARK DRIVE, UNIT 2-703

CITY: WHEELING COUNTY: COOK

TAX NUMBER: 03-02-100-054-0000

LEGAL DESCRIPTION:

PARCEL 1:

UNIT NUMBER (S) 2-703 AND P-2-59 IN PRAIRIE PARK AT WHEELING CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: THAT PART OF LOT 1 IN PRAIRIE PARK AT WHEELING SUBDIVISION OF PARTS OF THE NORTH 1/2 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 03, 2005 AS DOCUMENT NUMBER 0506203148; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO USE STORAGE SPACE S-2-59 , A LIMITED COMMON ELEMENT, AS DELINEATED ON A SURVEY ATTACHED TO THE DECLARATION RECORDED AS DOCUMENT NUMBER 0506203148.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and 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 premises 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 property, or any part thereof, to lease said property, or any part thereof, from time to time in possession or reversion, by leases to commence in praesenti or 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 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 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, 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 said trust agreement; 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 said trust agreement 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 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.

And the said grantor(s) hereby expressly waive(s) and release 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.

UNOFFICIAL COPY

255 W. Dundee Road
 Wheeling, Illinois 60090
 (847) 459-2600 • Fax (847) 459-9692

VILLAGE OF WHEELING TRANSFER CERTIFICATE

The undersigned, pursuant to the authority granted under Title 15, Chapter 15.38 of the Wheeling Municipal Code hereby certifies that the owner of the property commonly known as 40 Prairie Park Unit 2-703 has paid in full all water, sewer, garbage fees, local ordinance fines, citations and penalties related to this parcel as of the most recent billing and final meter reading.

THIS CERTIFICATE SHALL BE VALID FOR A PERIOD OF THIRTY (30) DAYS FROM THE DATE OF ITS ISSUANCE.

ANY WATER, SEWER, GARBAGE FEE OR PENALTY THAT ACCRUES AFTER THE ISSUANCE OF A TRANSFER CERTIFICATE AND PRIOR TO CLOSING WILL AUTOMATICALLY BE TRANSFERRED TO THE BUYER IF NOT PAID BY THE SELLER AT CLOSING.

By: *Carol Tress*

Name: Carol Tress

Title: Utility Billing Clerk

Date: 8/29/2006