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SPECIAL WARRANTY DEED (ILLINOIS)



Doc#: 0713147021 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/11/2007 07:49 AM Pg: 1 of 4

GIT (5-7)

437972 11/05

THIS INDENTURE, made this 13 day of March, 2007, between Pebblewood Midwest Partners LLC an Illinois limited liability company, party of the first part, and Berthold Rothblum, as Trustee of The Berthold Rothblum Trust dated 11/28/95, as to an undivided 1/2 interest and Estelle Rothblum, as Trustee of The Estelle Rothblum Trust Dated 11/28/95, as to an undivided 1/2 interest, party of the second part, WITNESSETH, that the party of the first part, for and in consideration of the sum of TEN AND 00/100THS (\$10.00) Dollars and other good and valuable consideration, in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the party of the second part, and to their heirs and assigns, FOREVER, all of the following described real estate, situated in the County of Cook and State of Illinois, known and described as follows, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.
SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN.

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, rights, title, interest, claim or demand whatsoever, of the party of the first part, 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, unto the party of the second part, their heirs and assigns, FOREVER.

And the party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the party of the second part, their heirs 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 that the said Premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND DEFEND, subject to:

(i) general real estate taxes not yet due and payable; (ii) special taxes and assessments for improvements not yet completed; (iii) applicable zoning and building laws and ordinances and other ordinances of record; (iv) covenants, conditions, restrictions, easements, agreements and building lines of record, including but not limited the restrictions set forth in that certain Warranty Deed recorded as document number 19480740, that certain Declaration of Easements and Covenants recorded as document number 20854335, that certain Document recorded as document 98188755, and the Declaration of Covenants, Conditions, Restrictions and Easements; (v) party wall rights and agreements; (vi) encroachments; (vii) the Declaration of Condominium Ownership for Pebblewood Terrace Condominium (the "Declaration"), as amended from time to time; (viii) the Municipal Code of the Village of Hanover Park; (ix) public and utility easements of record; (x) private easements of record; (xi) leases, licenses, operating agreements, and other agreements affecting the common elements of the property, and any existing lease and tenancy of the property; (xii) limitations and conditions imposed by the Illinois Condominium Property Act; (xiii) installments due after the date hereof for assessments levied pursuant to the Declaration; (xiv) liens and matters of title over which the title insurance company is willing to insure without cost to grantee; (xv) acts done or suffered by grantees, including without limitation, grantee's mortgage; provided, however, that none of the foregoing covenants, conditions, restrictions, easements or building lines provide for forfeiture or reversion of title in case of breach; (xvi) the real estate herein shall not be used for an automobile service station; and (xvii) Grantee is

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EXHIBIT "A"

PARCEL 1: UNIT 6613-09 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN PEBBLEWOOD COURT CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 0302906027 IN LOTS 1 TO 12 (EXCEPT THE SOUTHWESTERLY 5 FEET OF LOTS 8, 9, 10 AND 11 AS MEASURED PERPENDICULARLY TO THE SOUTHWESTERLY LINE THEREOF TAKEN FOR ROAD PURPOSES) IN J.R. WILLENS HANOVER TERRACE APARTMENTS ASSESSMENTS PLAT, A SUBDIVISION OF (EXCEPT THE WESTERLY 20 FEET OF THE SOUTHERLY 200 FEET) OF OUTLOT A AND LOTS 1 TO 11 IN HANOVER PARK TERRACE, A SUBDIVISION OF PART OF SECTIONS 35 AND 36, TOWNSHIP 41 NORTH, RANGE 9, TOGETHER WITH A STRIP OF LAND 121 FEET WIDE LYING EASTERLY AND ADJOINING SAID OUTLOT A AND LOT 11 IN SECTION 36, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 13, 1969 AS DOCUMENT 20781253, IN COOK COUNTY, ILLINOIS.

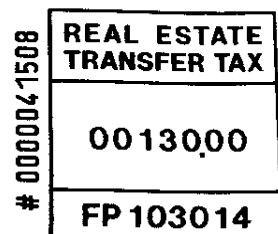
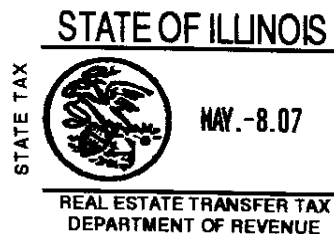
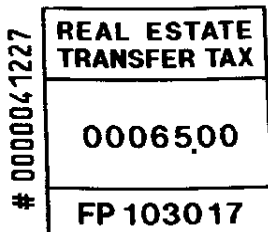
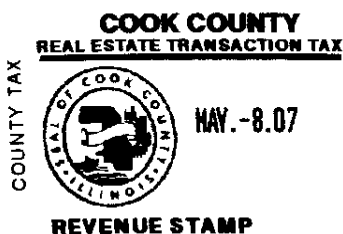
Common Address: 6613 Scott Lane, Unit #6613-09, Hanover Park, Illinois 60133

PIN: 06-36-313-026-0000 (Affects Lot 1)
 PIN: 06-36-313-027-0000 (Affects Lot 2)
 PIN: 06-36-313-028-0000 (Affects Lot 3)
 PIN: 06-36-313-029-0000 (Affects Lot 4)
 PIN: 06-36-313-030-0000 (Affects Lot 5)
 PIN: 06-36-313-031-0000 (Affects Lot 6)
 PIN: 06-36-313-032-0000 (Affects Lot 7)
 PIN: 06-36-313-033-0000 (Affects Lot 8)
 PIN: 06-36-313-034-0000 (Affects Lot 9)
 PIN: 06-36-313-035-0000 (Affects Lot 10)
 PIN: 06-36-313-036-0000 (Affects Lot 11)
 PIN: 06-36-313-037-0000 (Affects Lot 12)

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 DECLARATION OF CONDOMINIUM, AFORESAID AND THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS AFORESAID AND SAID 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 DECLARATIONS THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATIONS WERE RECITED AND STIPULATED AT LENGTH HEREIN.

THE TENANT OF THE UNIT EITHER WAIVED OR FAILED TO EXERCISE THE OPTION TO PURCHASE THE SUBJECT UNIT.



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EXHIBIT "B"

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trust and for the uses and purposes herein and in said trust agreement set forth. 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 re-subdivide 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, or money borrowed or advanced on said premise, 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 delivery thereof with 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.

If the title to any of the above lands 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.