

# UNOFFICIAL COPY



Doc#: 0713126132 Fee: \$36.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/11/2007 12:19 PM Pg: 1 of 7

Property of Cook County Clerk's Office

8371565 D2 D6 2 of 4

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**DOCUMENT COVER SHEET**  
**SPECIAL WARRANTY DEED**

Prepared By:

Michigan Pearson Commercial LLC  
Attn: John Nitti  
1030 North Clark Street, Suite 300  
Chicago, Illinois 60610

Return To:

W.J. Rackos  
118 S. 75<sup>th</sup> Avenue, Suite 101  
Palos Heights, IL 60463

**Box 400-CTCC**

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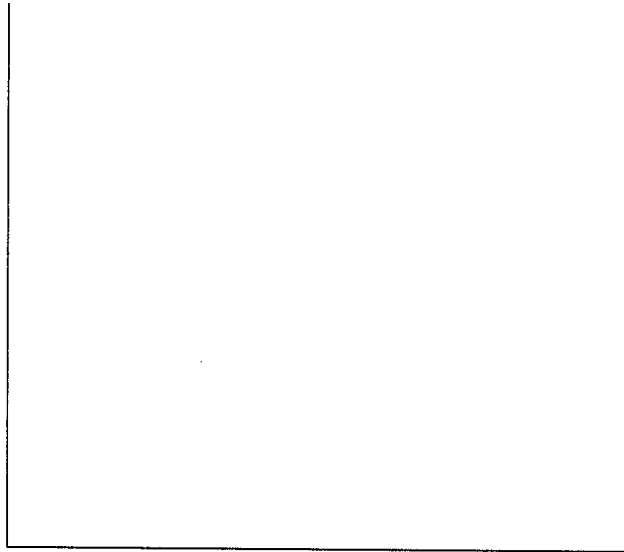
## SPECIAL WARRANTY DEED (ILLINOIS)

AFTER RECORDING, MAIL TO:

W. J. Rackos  
11800 S. 75<sup>th</sup> Avenue, Suite 101  
Palos Heights, IL 60463

NAME AND ADDRESS OF PREPARER:

Michigan Pearson Commercial LLC  
1030 North Clark Street, Suite 300  
Chicago, Illinois 60610



RECORDER'S STAMP

### MAIL TAX BILL TO:

*W.J. Rackos  
11800 S. 75th Avenue, Ste 101  
Palos Heights, IL 60463*

Michigan Pearson Commercial LLC, an Illinois limited liability company (hereinafter referred to as "Grantor"), whose mailing address is 1030 N. Clark Street, Suite 300, Chicago, Illinois 60610, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by **D & R Chestnut Garage LLC**, an Illinois limited liability company (hereinafter referred to as "Grantee"), whose mailing address is c/o W. J. Rackos, 11800 S. 75<sup>th</sup> Avenue, Suite 101, Palos Heights, IL 60463, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does GRANT, SELL, and CONVEY unto Grantee, its successors, and assigns forever, that certain tract of real property located in Cook County, Illinois and more particularly described on Exhibit "A" attached hereto, incorporated herein, and made a part hereof for all purposes, together with any and all rights appertaining thereto, and any and all of the improvements located thereon (said real property together with any and all of the related improvements, rights, and appurtenances belonging or appertaining thereto, and any and all of the improvements located thereon, being collectively referred to as the "Property").


TO HAVE AND TO HOLD the Property unto Grantee, its heirs, executors, administrators, legal representatives, successors and assigns forever; and Grantor hereby binds itself and its successors and assigns to WARRANT AND FOREVER DEFEND the Property unto Grantee, its heirs, executors, administrators, legal representatives, successors and assigns, against every person lawfully claiming by, through, or under Grantor, but not otherwise; provided that this conveyance and the covenants and warranties of Grantor herein contained are subject to the items on Exhibit "B" attached hereto.

**There are no tenants for the respective of the units.**

361177/1/8597.127

CITY TAX

**CITY OF CHICAGO**



MAY 10 07

REAL ESTATE TRANSACTION TAX  
DEPARTMENT OF REVENUE

# 0000005087	<b>REAL ESTATE TRANSFER TAX</b>
	3984375
	FP 103023

*67*

*8371505 Da D6 2 of 4*

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IN WITNESS WHEREOF, the Grantor has executed and delivered this Special Warranty Deed on 8<sup>th</sup> day of May, 2007.

**GRANTOR:**

STATE TAX

STATE OF ILLINOIS

MAY. 10.07

REAL ESTATE TRANSFER TAX DEPARTMENT OF REVENUE

# 0000007550

REAL ESTATE TRANSFER TAX
0531250
FP 103024

**MICHIGAN PEARSON COMMERCIAL, LLC**, an Illinois limited liability company

By: Chestnut Street Holdings LLC, a Delaware limited liability company, Its manager

By: 111 East Chestnut Consultants, Inc., an Illinois corporation

COUNTY TAX

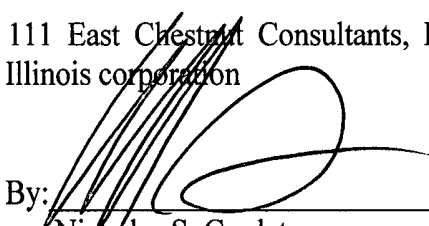
COOK COUNTY REAL ESTATE TRANSACTION TAX

MAY. 10.07

REVENUE STAMP

# 0000005589

REAL ESTATE TRANSFER TAX
0265625
FP 103022

By: 

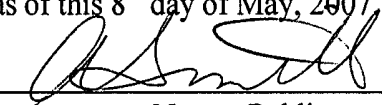
Nicholas S. Gouletas  
Its: Vice-President

\*\*\*\*\*

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 Nicholas S. Gouletas, the Vice President of 111 East Chestnut Consultants, Inc., an Illinois corporation, said corporation being the Manager of Chestnut Street Holdings L.L.C., a Delaware limited liability company, said limited liability company being the Manager of Michigan Pearson Commercial, LLC, an Illinois limited liability company, who personally is 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 signed, sealed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal as of this 8<sup>th</sup> day of May, 2007.

  
\_\_\_\_\_  
Notary Public

My Commission Expires 6-4-2008



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## Exhibit "A"

### PARCEL 1:

UNITS 6A-24/25, 6A-26/27, 6A-28/29, 6B-1, 6B-2, 6B-3, 6B-4, 6B-5, 6B-6, 6B-7, 6B-8, 6B-9, 6B-10, 6B-11, 6B-12, 6B-13, 6B-14, 6B-15, 6B-16, 6B-17, 6B-18, 6B-19, 6B-20, 6B-21, 6B-22, 6B-23, 6B-24, 6B-25, 6B-26, 7A-1, 7A-2, 7A-3, 7A-4, 7A-5, 7A-6, 7A-7, 7A-8, 7A-9, 7A-10, 7A-11, 7A-12, 7A-13, 7A-14, 7A-15, 7A-16/17, 7A-18/19, 7A-20/21, 7A-22/23, 7A-24/25, 7A-26/27, 7A-28/29, 7A-30, 7A-31, 7A-32, 7A-33, 7A-34, 7A-35, 7A-36, 7A-37, 7A-38, 7A-39, 7A-40, 7A-41, 7B-1, 7B-2, 7B-3, 7B-4, 7B-5, 7B-6, 7B-7, 7B-8, 7B-9, 7B-10, 7B-11, 7B-12, 7B-13, 7B-14, 7B-15, 8A-1, 8A-2, 8A-3, 8A-4, 8A-5, 8A-6, 8A-7, 8A-8, 8A-9, 8A-10, 8A-11, 8A-12, 8A-13, 8A-14, 8A-15, 8A-16/17, 8A-18/19, 8A-20/21, 8A-22/23, 8A-24/25, 8A-26/27, 8A-28/29, 8A-30, 8A-31, 8A-32, 8A-33, 8A-34, 8A-35, 8A-36, 8A-37, 8A-38, 8A-39, 8A-40, 8A-41, 8A-42, 8A-43, 8A-44 AND 8A-45, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN 111 EAST CHESTNUT GARAGE CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 08193114, AS AMENDED, IN THE SOUTHEAST FRACTIONAL  $\frac{1}{4}$  OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

EASEMENT IN FAVOR OF PARCEL 1 FOR INGRESS, EGRESS, USE AND ENJOYMENT AS CREATED BY GRANT OF EASEMENTS PERTAINING TO THE PREMISES COMMONLY KNOWN AS 111 EAST CHESTNUT, CHICAGO, ILLINOIS, RECORDED DECEMBER 22, 1994 AS DOCUMENT NO. 04074562 MADE BY LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NO. 118065, OVER AND UPON PROPERTY DESCRIBED THEREIN.

### PINS:

17-03-225-079-1315 thru 1317;  
17-03-225-079-1331 thru 1349;  
17-03-225-079-1352 thru 1358;  
17-03-225-079-1362 thru 1404;  
17-03-225-079-1407 thru 1413;  
17-03-225-079-1417 thru 1453; and  
17-03-225-079-1455.

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## Exhibit "B"

### Contracts

1. PROVISIONS CONTAINED IN THE 111 EAST CHESTNUT GARAGE CONDOMINIUM THAT NO PART OF THE PROPERTY SHALL BE USED FOR OTHER THEN PARKING AND STORAGE OF AUTOMOBILES, VEHICLES, TRAILERS AND THE OWNERS' PERSONAL PROPERTY. NO PART OF THE UNIT SHALL BE USED FOR COMMERCIAL PURPOSE UNLESS SUCH PURPOSE IS ANCILLARY OR SECONDARY TO THE USE OF SAID AUTOMOBILE.
2. TERMS AND PROVISIONS OF AN EASEMENT AGREEMENT DATED FEBRUARY 18, 1997 AND RECORDED FEBRUARY 26, 1997 AS DOCUMENT 97132673 MADE BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 KNOWN AS TRUST NUMBER 118066 AND 111 EAST CHESTNUT STREET CONDOMINIUM TO AND FOR THE BENEFIT OF THE LEVY ACQUISITION COMPANY, AN ILLINOIS CORPORATION.
3. TERMS AND PROVISIONS OF EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965528, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVADA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS").
4. TERMS AND PROVISIONS OF EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965529, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVADA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS FROM TIME TO TIME OF THE AMERICAN PROPERTY, AN EXCLUSIVE EASEMENT AND THE RIGHT AND PRIVILEGE TO USE THE EASEMENT AREA FOR THE OPERATION, MAINTENANCE, REPAIR, SERVICING, AND REPLACEMENT OF THE FIRE PROTECTION EQUIPMENT AND SYSTEMS LOCATED IN THE EASEMENT AREA DEPICTED ON EXHIBIT "C" OF SAID AGREEMENT WHICH SERVICE THE AMERICAN PROPERTY.

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5. TERMS AND PROVISIONS OF THE EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965530, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVADA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS FROM TIME TO TIME OF THE AMERICAN PROPERTY, A NON-EXCLUSIVE EASEMENT AND THE RIGHT AND PRIVILEGE TO USE THE EASEMENT AREA, IN COMMON WITH THE OWNERS, OCCUPANTS, TENANTS, AND INVITEES OF THE CHESTNUT PROPERTY AND THEIR SUCCESSORS AND ASSIGNS, FOR: (i) THE USE OF THE EASEMENT AS A MEANS OF EMERGENCY EGRESS FROM THE AMERICAN PROPERTY AND THE CHESTNUT PROPERTY, TO PEARSON STREET, AND (ii) FOR THE CONSTRUCTION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE FIRE WALL AND ALARM EQUIPMENT AND SYSTEMS AS MAY BE REASONABLY LOCATED WITHIN THE EASEMENT AREA (SUCH WALL, DOORS, AND LIGHTING AND ALARM EQUIPMENT AND SYSTEMS, AND ALL REPLACEMENT THEREOF, BEING HEREINAFTER COLLECTIVELY CALLED THE "EMERGENCY CORRIDOR IMPROVEMENTS").

FOR LOCATION OF EASEMENT AREAS SEE EXHIBIT "C" OF DOCUMENT.

6. TERMS AND PROVISIONS OF THE EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965531, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVADA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") GRANTING A NON-EXCLUSIVE EASEMENT IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS FROM TIME TO TIME OF THE AMERICAN PROPERTY, THEIR RESPECTIVE TENANTS, SUBTENANTS, LICENSEES, CONCESSIONAIRES, SUPPLIERS, AGENTS, EMPLOYEES AND INVITEES, AN EASEMENT AND THE RIGHT AND PRIVILEGE TO USE THE EASEMENT AREA FOR: (i) PEDESTRIAN INGRESS AND EGRESS TO AND FROM THE FIFTH FLOOR OF THE RETAIL BUILDING, AND (ii) THE CONSTRUCTION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE ABOVE DESCRIBED ENTRANCE AND DOORS (SUCH ENTRANCE IMPROVEMENTS AND DOORS, AND ALL REPLACEMENTS THEREOF, BEING HEREINAFTER

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COLLECTIVELY CALLED THE "PEDESTRIAN ENTRANCE IMPROVEMENTS").

FOR LOCATION OF EASEMENT AREAS SEE EXHIBIT "C" OF DOCUMENT.

7. EASEMENT AGREEMENT FOR THE PURPOSE OF ELEVATOR ACCESS BETWEEN LOTS 1 AND 2 MADE BY CHESTNUT STREET HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND 111 EAST CHESTNUT STREET CONDOMINIUM ASSOCIATION RECORDED DECEMBER 15, 1997 AS DOCUMENT 97938657 AFFECTING THE LAND, AND THE TERMS AND CONDITIONS CONTAINED THEREIN.

(AFFECTS LAND AND OTHER PROPERTY NOT NOW IN QUESTION)

8. COVENANT RECORDED OCTOBER 25, 1994 AS DOCUMENT NO. 94909672 THAT THE MAINTENANCE AND REPAIR OF THE COMMON SEWER LINES LOCATED ANYWHERE ON THE PROPERTY SHALL BE THE SOLE RESPONSIBILITY OF LASALLE NATIONAL TRUST, N.A. AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBER 118065, ITS SUCCESSORS AND ASSIGNS.