

UNOFFICIAL COPY



Doc#: 0715234060 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/01/2007 11:02 AM Pg: 1 of 4

30 W. OAK CONDOMINIUM WARRANTY DEED IN TRUST

This Warranty Deed in Trust is made this 4th day of May, 2007, between **SMITHFIELD PROPERTIES XXVII, L.L.C.**, a limited liability company created and existing under the laws of the State of Illinois and duly authorized to transact business in the State of Illinois ("**Grantor**") and **JULES MILLMAN, NOT PERSONALLY BUT SOLELY AS TRUSTEE OF THE JULES MILLMAN TRUST DATED JUNE 4, 1992** ("**Grantee**").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/00 (\$10.00) Dollars and other valuable consideration in hand paid by Grantee, the receipt whereof is hereby acknowledged, and pursuant to authority of the Manager of said limited liability company, by these presents does convey and warrant unto Grantee, and to Grantee's successors and assigns, forever, all the following described real estate situated in the County of Cook and State of Illinois known and described as follows:

See Exhibit A attached hereto and incorporated herein by reference

Grantor also hereby grants to the Grantee his successors and assigns, the rights and easements set forth in said Declaration for the benefit of said property set forth in the Declaration of Condominium, aforesaid, and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in the Declaration for the benefit of the remaining property therein described. *See Deed in Trust Rider attached hereto and incorporated herein.*

The Warranty 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 length herein.

And the Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantee, his 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 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 for 2006 and subsequent years; (ii) applicable zoning and building laws and building restrictions and ordinances; (iii) acts done or suffered by the Grantee or anyone claiming by, through or under the Grantee; (iv) streets and highways, if any; (v) covenants, conditions, restrictions, easements, permits and agreements of record, including the Declaration of Condominium, so long as same do not prohibit the use of said Unit as a single family condominium residence with associated parking; and (vi) the Condominium Property Act of Illinois.

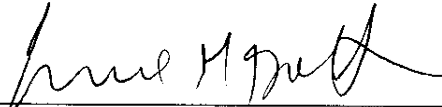
**Near North National Title
222 N. LaSalle
Chicago, IL 60601**

01061533
1083
WARRANT
MFC

UNOFFICIAL COPY

IN WITNESS WHEREOF, SMITHFIELD PROPERTIES XXVII, L.L.C. has executed this Warranty Deed as of the day and year above first written.

SMITHFIELD PROPERTIES XXVII, L.L.C., an Illinois limited liability company

By: 
Its: Attorney in fact

This instrument was prepared by:

Lawrence M. Gritton
400 W. Huron Street
Chicago, Illinois 60610

After recording mail to:

Frank Ferraro
Aronberg Goldgehn Davis and Garmisa
330 N. Wabash, Suite 330
Chicago, IL 60611

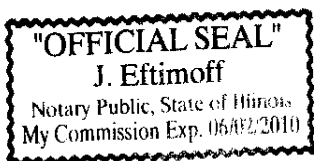
Send subsequent tax bills to:

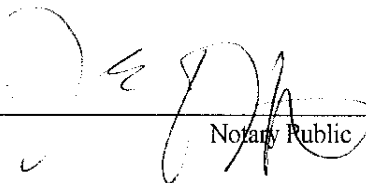
Jules Millman, Trustee
30 West Oak Street, Unit 23B
Chicago, IL 60610

State of Illinois)
) SS
County of Cook)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that Lawrence M. Gritton, as Attorney in Fact for **Smithfield Properties XXVII, L.L.C.**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Attorney in Fact, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4th day of May, 2007.




Notary Public

UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION****Parcel 1:**

Unit 23B, together with the exclusive right to use Parking Spaces P-23 and P-24 and Storage Space S-6, limited common elements, in the 30 W. Oak Condominium as delineated on the plat of survey of that part of the following parcels of real estate:

The South 90.0 feet of Lots 1 and 2, taken as a tract, in the Subdivision of Block 16 in Bushnell's Addition to Chicago in the East Half of the Southeast Quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois,

And also

That part of Lots 1 and 2 (except the South 90.0 feet thereof), taken as a tract, lying below a horizontal plane of 14.01 feet Above Chicago City Datum, in the Subdivision of Block 16 in Bushnell's Addition to Chicago in the East Half of the Southeast Quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

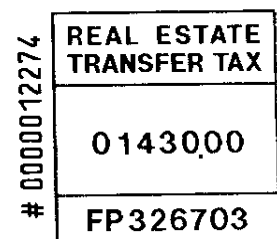
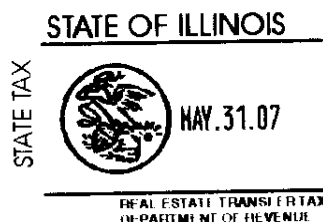
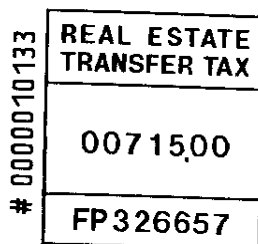
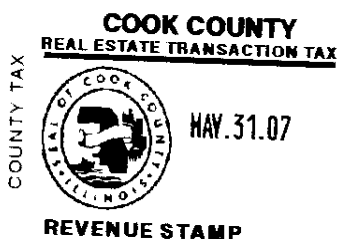
Which survey is attached as Exhibit C to the Declaration of Condominium recorded October 18, 2006 as document number 0629110006, as amended by First Amendment recorded December 1, 2006 as document number 0633517012, Second Amendment recorded December 18, 2006 as document number 0635215100, Third Amendment recorded December 27, 2006 as document number 0636109036, and Fourth Amendment recorded December 29, 2006 as document number 0636309031, and as further amended from time to time, together with their undivided percentage interest in the common elements.

Parcel 2:

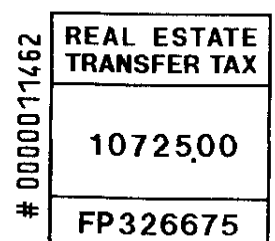
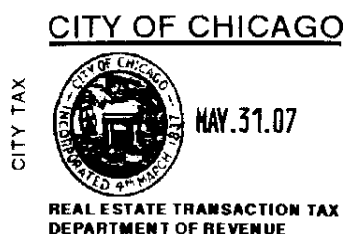
Non-exclusive easements for the benefit of Parcel 1 as created by Easement Agreement, recorded October 18, 2006 as document number 0629110005, for ingress and egress for persons, material and equipment to the extent necessary to permit the maintenance and repair of the Condominium Garage, over the burdened land described therein. (Said burdened land commonly referred to in said Agreement as the "Townhome Parcel" and "Townhome Improvements.")

Street Address: 30 West Oak Street, Unit 23B, Chicago, Illinois 60610

Permanent Index Numbers: 17-04-424-009; 17-04-424-010



H:\WPTEXT\30 W. Oak\Buyers\23D Millman\Closing Documents\Deed.doc



UNOFFICIAL COPY

DEED IN TRUST RIDER

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 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 in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the terms 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 premises, or be obliged to see that the terms of this trust have been complied with, or 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 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 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.