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After Recording Return to:

MB Financial Bank, N.A.
Trust 3107
737 Oakwood Court
Westmont, IL 60559



Doc#: 0728833051 **Fee:** \$36.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/15/2007 08:29 AM Pg: 1 of 7

SPECIAL WARRANTY DEED

(Space Above This Line for Recording Data)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 1st day of October, 2007, between CDCT LAND COMPANY, L.L.C., an Illinois limited liability company whose principal place of business is 440 North McClurg Court, Suite 817, Chicago, Illinois 60611, as GRANTOR, and MB FINANCIAL BANK, N.A., as successor in interest to Oak Brook Bank, as Trustee under Trust Agreement dated August 20, 1999 and known as Trust Number 3107 of 737 Oakwood Court, Westmont, of the County of DuPage, and State of Illinois, as GRANTEE.

The Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed, and by this Special Warranty Deed does GRANT, BARGAIN, SELL, CONVEY and CONFIRM to the Grantee, the following described real estate situated in the County of Cook, in the State of Illinois ("real estate"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

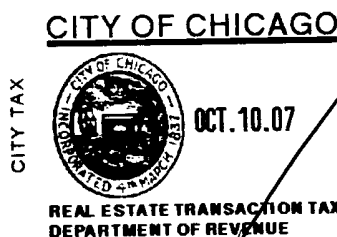
Permanent Real Estate Index No.: 17-10-221-053-0000

Address of Property: 436 C East North Water Street, Chicago, Illinois

Together with any and all hereditaments and appurtenances belonging or pertaining to the real estate, and all the estate, right, title and interest of the Grantor in and to the real estate;

TO HAVE AND TO HOLD the premises upon the trusts and for the uses and purposes stated herein and in the aforementioned Trust Agreement set forth.

Box 400-CTCC



REAL ESTATE TRANSFER TAX
0162375
FP 103023

0000005848

10 of 2
DJ JOHNSON / VILLA
D7
CTCC # 8392641

7
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Full power and authority are hereby granted to the trustee to improve, manage, protect and subdivide the premises or any part thereof; to dedicate parks, streets, highways or alleys; to vacate any subdivision or part thereof, and to resubdivide the premises 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 the premises or any part thereof to a successor or successors in trust and to grant to the successor or successors in trust all of the title, estate, powers and authorities vested in the trustee; to donate, to dedicate, to mortgage, pledge or otherwise encumber the premises or any part thereof; to lease the premises 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 the premises 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 appurtenance to the premises or any part thereof; and to deal with the premises 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 the trustee in relation to the premises, or to whom the premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, to see that the terms of the trust hereby created or of the Trust Agreement have been complied with or to inquire into the necessity or expediency of any act of the trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by the trustee in relation to the premises shall be conclusive evidence in favor of every person relying upon or claiming under the conveyance, lease or other instrument that (a) at the time of the delivery thereof the trust created by this Deed in Trust and by the Trust Agreement was in full force and effect; (b) the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed in Trust and in the Trust Agreement or in some amendment thereto and binding upon all beneficiaries thereunder; (c) the 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, the successor or successors in trust shall 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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And the Grantor does covenant, promise and agree, to and with the Grantee, and Grantee's heirs, personal representatives and assigns, that the Grantor has not done, or suffered to be done, anything whereby the real estate hereby granted is, or may be, in any manner encumbered or charged, except as recited in this Special Warranty Deed; and that the Grantor WILL WARRANT AND DEFEND the real estate against all persons lawfully claiming, or to claim the same, by, through or under the Grantor, subject to the permitted exceptions listed in Exhibit B attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Grantor has executed this Special Warranty Deed the day and year first above written.

CDCT LAND COMPANY, L.L.C.,
an Illinois limited liability company


By: *Charles R. Gardner*
Name: Charles R. Gardner
Its: Manager


Prepared by:

Michael F. Csar
Drinker Biddle Gardner Carton
191 North Wacker Drive
Suite 3700
Chicago, Illinois 60606-1698

Send Subsequent Tax Bills to:

Michalina Rodak
737 Oakwood Court
Westmont, IL 60559

STATE TAX  REAL ESTATE TRANSFER TAX DEPARTMENT OF REVENUE	STATE OF ILLINOIS	REAL ESTATE TRANSFER TAX
	OCT. 10.07	0021650
	# 00000008517	FP 103024

COUNTY TAX  REVENUE STAMP	COOK COUNTY REAL ESTATE TRANSACTION TAX	REAL ESTATE TRANSFER TAX
	OCT. 10.07	0010825
	# 00000006574	FP 103022

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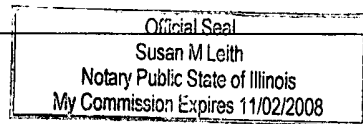
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Charles R. Gardner personally known to me to be the Manager of CDCT Land Company, L.L.C., an Illinois limited liability company, and 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 as such Manager, he signed and delivered the said instrument, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25th day of September, 2007.

Susan M Leith
Notary Public

My Commission expires:



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EXHIBIT "A"

Legal Description of Real Estate

PARCEL 1:

PARCEL 436-C: THE EAST 15.0 FEET OF THE WEST 59.65 FEET OF THE NORTH 75.30 FEET OF THE SOUTH 162.12 FEET OF THAT PART LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE THEREOF THROUGH A POINT THEREIN 368.23 FEET EAST OF THE SOUTHWEST CORNER THEREOF OF THE FOLLOWING DESCRIBED PROPERTY, TAKEN AS A TRACT: THE WEST 563 FEET OF BLOCK 6 (EXCEPTING THE SOUTHERLY 6.50 FEET THEREOF) IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 1987 AS DOCUMENT 87106320, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS OVER PORTIONS OF THE COMMON AREAS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR EAST WATER PLACE RECORDED NOVEMBER 13, 1996 AS DOCUMENT NUMBER 96865968, AMENDED BY AMENDMENT TO DECLARATION OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR EAST WATER PLACE RECORDED MAY 14, 1997 AS DOCUMENT NUMBER 97341699.

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EXHIBIT B

PERMITTED EXCEPTIONS

1. Real estate taxes.
2. Master Lease between The Chicago Dock and Canal Trust, as Landlord, and Ogden Partners North, Inc., as Tenant, dated January 1, 1996 and recorded May 23, 1996 as Document No. 96392436, as amended and assigned, including the assignment of Landlord's interest thereunder to CDCT Land Company, L.L.C. by Assignment recorded September 5, 1997 as Document No. 97655649.
3. Declaration of Easements, Restrictions and Covenants for East Water Place dated October 28, 1996 and recorded November 13, 1996 as Document No. 96865968; and Amendment to Declaration recorded May 14, 1997 as Document No. 97341699.
4. Covenants recorded June 27, 1996 as Document No. 96495546 made by East Water Place, L.P., relating to the maintenance of common sewers and/or water facilities.
5. Development Rights Agreement dated December 31, 1985 and recorded December 31, 1985 as Document No. 85343997 made by and between The Chicago Dock and Canal Trust and The Equitable Life Assurance Society of the United States.
6. Mutual Grant of Easements dated December 24, 1986 and recorded February 24, 1987 as Document No. 87106321 made by and between The Chicago Dock and Canal Trust, The Equitable Life Assurance Society of the United States and the City of Chicago made in accordance with Planned Unit Development, recorded as Document No. 87106319.
7. Declaration of Protective Covenants, Conditions and Restrictions for Cityfront Center East dated August 31, 1989 and recorded August 31, 1989 as Document No. 89410218 and First Amendment to Declaration dated December 18, 1989 and recorded December 20, 1989 as Document No. 89608952.
8. Declaration of Use Restrictions dated September 3, 1997 and recorded September 4, 1997 as Document No. 97652878.
9. Easement in favor of Commonwealth Edison Company and Illinois Bell Telephone Company created by Grant recorded July 9, 1996 as Document No. 96523013.
10. Broadband Easement and Right of Entry Agreement dated May 9, 1996 and recorded January 2, 1997 as Document No. 97001917.
11. Rights of the United States of America, the Metropolitan Sanitary District (or Water Reclamation District) of Chicago, the State of Illinois and the City of Chicago to the land used for Ogden Slip, and the rights of adjoining owners in and to the free and unobstructed flow of waters of said slip.

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12. Encroachment of the concrete pillar located mainly on the land onto the property West and adjoining by an unspecified amount, of column onto the property East and adjoining by 0.25 feet, and of metal fence onto property East and adjoining by an unspecified amount, all as shown on Plat of Survey by Gremley & Biedermann, Inc., dated June 11, 2007, Order Number 1021230. (Affects Parcel 2)

13. Acts done or suffered to be done by or through: East Water Place Land Company, L.L.C., Purchaser under that certain Real Estate Purchase and Sale Agreement with CDCT Land Company, L.L.C., as Seller, dated May 1, 2007 and amended by First Amendment dated June 29, 2007 and Second Amendment dated July 18, 2007 (the "Purchase Agreement"); or East Water Place Homeowners Association; or Grantee; and acts, if any, done or suffered to be done by or through the predecessor tenant, if any, under the Lot Lease under which Grantee holds the leasehold interest in the real estate conveyed by this Deed.

Property of Cook County Clerk's Office