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Doc#: 0821005062 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/28/2008 10:11 AM Pg: 1 of 6

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SPECIAL WARRANTY DEED IN TRUST

THE GRANTOR, 310 South Michigan Avenue, L.L.C., an Illinois limited liability company, for and in consideration of Ten and no/100 (\$10.00) DOLLARS, and other good and valuable consideration in hand paid, convey unto Chicago Title Land Trust Company u/t/a dated July 9, 2008 a/k/a Trust No. 8002351064, whose address is 171 N. Clark, 5th Floor, Chicago, IL 60601 (hereinafter referred to as "said trustee,") and unto all and every successor or successors in trust under said trust agreement, the real estate in the County of Cook and State of Illinois, described on Exhibit A attached hereto and subject to the matters set forth on Exhibit B attached hereto.

GRANTOR does hereby binds itself to warrant and defend title to the real estate against all acts by GRANTOR and no other, subject to the matters set forth above.

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

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, street, 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 present or in future, 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

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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 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 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.

REAL ESTATE TRANSFER TAX	00374.00	FP326657
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0000017578

COOK COUNTY
REAL ESTATE TRANSACTION TAX

JUL. 24. 08



REVENUE STAMP

COUNTY TAX

REAL ESTATE TRANSFER TAX	00748.00	FP326703
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0000013660

STATE OF ILLINOIS

JUL. 24. 08



REAL ESTATE TRANSACTION TAX
DEPARTMENT OF REVENUE

STATE TAX

REAL ESTATE TRANSFER TAX	07854.00	FP326675
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0000012824

CITY OF CHICAGO

JUL. 24. 08



CITY TAX

REAL ESTATE TRANSACTION TAX
DEPARTMENT OF REVENUE

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IN WITNESS WHEREOF, the GRANTOR has executed this Special Warranty Deed in Trust as of the 9th day of July, 2008.

310 South Michigan Avenue, L.L.C.,
an Illinois limited liability company

By: [Signature]
Duly Authorized Signatory

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, SANDI BAUER, a Notary Public in and for the County and State aforesaid, do hereby certify that LOUIS D. BANGILO, the duly authorized signatory of 310 South Michigan Avenue, L.L.C., an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such MANAGING MEMBER appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his own free and voluntary act and the free and voluntary act of such company in its capacity as the MANAGING MEMBER of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 9th day of July, 2008.

[Signature]
Notary Public

My Commission Expires:



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

UNIT 2113 TOGETHER WITH THE EXCLUSIVE RIGHT TO USE STORAGE SPACE S21-N AND S21-U AND IMAGINATION ROOM 21B, LIMITED COMMON ELEMENT(S), AND PARKING SPACE UNIT P4- 3, IN THE METROPOLITAN TOWER CONDOMINIUM, AS DELINEATED ON THE PLAT OF SURVEY OF THE METROPOLITAN TOWER CONDOMINIUM, WHICH PLAT OF SURVEY DELINEATES PART OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

THAT PART OF LOTS 1 THROUGH 5 AND THE NORTH-SOUTH 10-FOOT PRIVATE ALLEY IN THE SUPERIOR COURT PARTITION OF LOT 1 IN BLOCK 8 OF FRACTIONAL SECTION 15 ADDITION TO CHICAGO (SUPERIOR COURT ~~DECREE~~ ^{Decree} ENTERED APRIL 8, 1871) TOGETHER WITH LOTS 4 AND 5 IN BLOCK 8 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, ALL IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 17, 2007 AS DOCUMENT NUMBER 0735103078, AS AMENDED FROM TIME TO TIME, TOGETHER WITH SUCH UNITS' UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

PERPETUAL, RECIPROCAL EASEMENT BENEFITING PARCEL 1 FOR CAISSONS TO BE CENTERED ON THE DIVIDING LINE BETWEEN LOTS 4 AND 5 IN BLOCK 8 CREATED BY AGREEMENT DATED MAY 1, 1923 BETWEEN SIMON W. STRAUS AND CHICAGO TITLE AND TRUST COMPANY, TRUSTEE UNDER TRUST NUMBER 11227, RECORDED DECEMBER 26, 1924 AS DOCUMENT NUMBER 8718964.

PARCEL 3:

PERPETUAL EASEMENT BENEFITING PARCEL 1 CREATED BY RECIPROCAL EASEMENT AND OPERATING AGREEMENT RECORDED NOVEMBER 4, 1977 AS DOCUMENT NUMBER 24180486, TO USE OIL TANKS AND RELATED PIPING LINES AND CONDUITS LOCATED IN THE CNA BUILDINGS, AS THEREIN DEFINED, FOR THE PURPOSE OF THE STORAGE OF FUEL OIL AND FOR ENTRY UPON AND FOR INGRESS AND EGRESS FOR MEN, MATERIAL AND EQUIPMENT TO THE EXTENT REASONABLY NECESSARY IN THE PERFORMANCE OF OIL TANK MAINTENANCE, AS THEREIN DEFINED.

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PARCEL 4:

NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE RECIPROCAL EASEMENT AGREEMENT RECORDED DECEMBER 17, 2007 AS DOCUMENT NUMBER 073510377 FOR, OVER THE LAND DESCRIBED THEREIN, AS MORE PARTICULARLY DESCRIBED THEREIN.

Commonly known as Unit 2113 and Parking Space Unit P4- 3 (collectively, the "Purchased Unit"), 310 S. Michigan Avenue, Chicago, Illinois 60604

Part of PINs: 17-15-107-051; 17-15-107-055; 17-15-107-061; 17-15-107-062; 17-15-107-069

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EXHIBIT B

PERMITTED EXCEPTIONS

- (1) General real estate taxes not due and payable at the time of closing;
- (2) The Illinois Condominium Property Act;
- (3) The Condominium Declaration, including the Plat and all other amendments and exhibits thereto;
- (4) Applicable zoning and building laws and ordinances and other ordinances of record;
- (5) Encroachments, if any;
- (6) Acts done or suffered by Grantee or anyone claiming by, through or under Grantee;
- (7) Utility easements, if any, whether recorded or unrecorded;
- (8) Leases and licenses affecting the Common Elements;
- (9) Covenants, conditions, restrictions, easements and agreements of record including, without limitation, that certain Reciprocal Easement Agreement entered into or to be entered into by and among the owners of the various ownership components of the buildings located at 310 South Michigan Avenue and 318 South Michigan Avenue, Chicago, Illinois, which at the time of the filing of the Condominium Declaration will have been recorded with the Recorder of Deeds of Cook County and which Grantee shall, by accepting the conveyance of the Purchased Unit, be deemed to have accepted and ratified as of the Closing Date; and
- (10) Liens and other matters of title over which Near North National Title LLC is willing to insure without cost to Grantee.