



Doc#: 0918911068 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/08/2009 11:05 AM Pg: 1 of 4

**WARRANTY DEED
ILLINOIS STATUTORY
(LLC to Individual)**

This document prepared by:

Gregory A. Braun
McCormick Braun Friman, LLC
217 N. Jefferson St., 1st floor
Chicago, IL 60661

No Abs

10f2

EC

THE GRANTOR, MCL CDC P21, L.L.C., a Delaware Limited Liability Company, for and in consideration of the sum of TEN (\$10.00) and 00/100-----DOLLARS and other good and valuable consideration, in hand paid, **CONVEY(S) AND WARRANT(S)** to ^{husband and wife,} John J Koschwanez and Katherine E Koschwanez, of 311 Big Rail Drive, Naperville IL, 60540

not in Tenancy in Common, but in **JOINT TENANCY**, the following described Real Estate situated in the County of COOK in the State of Illinois, to-wit:

See Exhibit 'A' attached hereto and made a part hereof.

SUBJECT TO:

Permanent Real Estate Index Number(s): a portion of 17-10-218-004-0000; 17-10-218-005-0000

Address of Real Estate: 505 N. McClurg Court, Unit 1202
Chicago, IL 60611

Subject to the matters set forth on Exhibit B hereto.

In Witness whereof, said Grantor has caused its name to be signed to these presents by Marilyn Walsh, Vice President of MCL P21, Inc., the manager of MCL CDC P21, L.L.C., this 25th day of June, 2009.

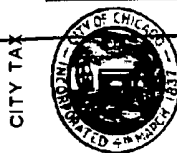
GRANTOR:

MCL CDC P21, L.L.C.,
a Delaware Limited Liability Company

By: MCL P21, Inc.
an Illinois corporation, its manager

By: MWalsh
Marilyn Walsh, Vice President

CITY OF CHICAGO



JUL.-2.09

REAL ESTATE TRANSACTION TAX
DEPARTMENT OF REVENUE

**REAL ESTATE
TRANSFER TAX**

0636825

FP 102805

000005949

CITY TAX

Box 334

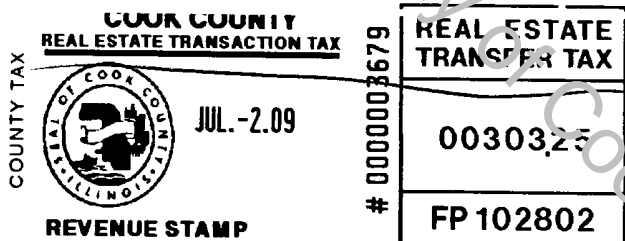
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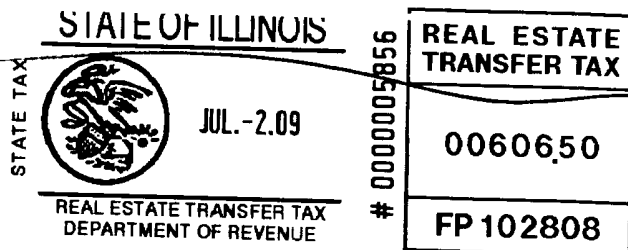
STATE OF ILLINOIS)
) SS:
 COUNTY OF Will)

I, the undersigned, a notary public in and for the County and State aforesaid, do hereby certify that Marilyn Walsh, personally known to me to be an authorized signatory of MCL P21, Inc., an Illinois corporation, the manager of MCL CDC P21, L.L.C., a Delaware 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, she signed and delivered the said instrument as her free and voluntary act and as the free and voluntary act of said company, 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 25th day of June, 2009.



Eve Safarik
 Notary Public

**Mail to:**

Rebecca Boyd Obarski
 Nagle & Higgins, P.C.
 222 South Mill St., Ste. 200
 Naperville, IL 60540

Send subsequent tax bill to:

John J Koschwanez and Katherine E Koschwanez
 505 N. McClurg Court, Unit 1202
 Chicago, IL 60611

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EXHIBIT A

Parcel 1: Units 1202 in ParkView at River East Condominiums as delineated on a survey of the following described real estate: Part of Block 3 (Except the South 9.33 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; which survey is attached as Exhibit "E" to the Declaration of Condominium recorded as Document Number 0811410154 together with its undivided percentage interest in the common elements; all in Cook County, Illinois.

Parcel 2: Non-Exclusive Easements for the benefit of Parcel 1 and other property as created by the Reciprocal Easement Agreement for ParkView recorded April 23, 2008 as Document Number 0811410153 and Amended and Restated Declaration of Reciprocal Easement, recorded May 19, 2008 as document 0814016058.

Permanent Real Estate Index Numbers: 17-10-218-004-0000; 17-10-218-005-0000

Address of Real Estate: 505 N. McClurg Court, Unit 1202, Chicago, IL 60611

"Grantor also hereby grants Grantee, its successors and assigns, all 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, as 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 Declaration of Condominium the same as though the provisions of said Declaration of Condominium were recited and stipulated at length herein."

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EXHIBIT B

Subject to: (1) real estate taxes not yet due and payable; (2) zoning and building laws or ordinances; (3) covenants, conditions, restrictions and utility easements of record (including sewer, water, electric, telephone/data and gas utilities), provided the Property improvements do not violate or encroach thereon; (4) all rights, easements, restrictions, conditions and reservations of record or contained in the Declaration of Condominium for ParkView at River East Condominium Association ("The Declaration") including a reservation by ParkView at River East Condominium Association (the "Condominium Association") to itself and its successors and assigns, for the benefit of all Unit Owners at the Condominium, of the rights and easements set forth in the Declaration; (5) Declaration of Covenants, Conditions, Restrictions and Easements, as amended from time to time (the "Declaration of Easements"); (6) Declaration of Development Rights and Restrictions made by the Chicago Dock and Canal Trust recorded February 26, 1992 as Document 92121227; (7) terms, provisions, rights, duties and obligations as set forth in Development Rights Agreement recorded December 31, 1985 as Document 85343997 and filed December 31, 1985 as Document LR 3487130 by and between Chicago Dock and Canal Trust, an Illinois business trust and the Equitable Life Assurance Society of the United States; (8) provisions of the Condominium Property Act of Illinois (the "Act"); (9) Mutual Grant of Easement dated December 18, 1986 and recorded as Document Number 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 the Planned Unit Development, recorded as Document Number 87106319, regarding inter alia, pedestrian access, construction, maintenance, repair and replacement of easement and public ways; (10) terms, covenants, provisions, conditions, rights, obligations, easements and assessments set forth and established by the Declaration of Protective Covenants, for Cityfront Center East, Chicago, Illinois made by the Chicago Dock and Canal Trust an Illinois business trust dated August 31, 1989 and recorded August 31, 1989 as Document Number 89410218 and first amendment dated December 18, 1989 and recorded December 20, 1989 as Document Number 89608952; (11) the terms, provisions and conditions of Planned Development Ordinance Number 368 adopted November 6, 1985 and amended June 23, 1998; (12) the terms outlined in Chicago Plan Commission approval dated September 12, 1985, under the Lakes Protection Ordinance; (13) City of Chicago Department of Planning Guidelines issued for Cityfront Center dated September, 1985; (14) the following matters as disclosed by Chicago Guarantee Survey Company Survey, dated April 7, 1997: encroachment by transformers and transformer pads over the north line of the land onto East North Water Street, possible easement for electric power lines along the north line of the land and encroachment by the strip of bituminous pavement over the north line of the land; (15) terms, provisions, conditions and limitations of the Declaration of Development Rights and Restrictions dated February 25, 1992 recorded February 26, 1992 as Document Number 92121227; (16) terms and provisions contained in the Development Rights and Allocation Agreement made by and between Westwacker P21/P24 LLC and Westwacker K-Parcel LLC dated February 26, 2004 and recorded March 4, 2004 as Document No. 040643210; (17) terms and provisions contained in the Restrictions Agreement recorded September 29, 1999 as Document Number 99924680 and as contained in the Memorandum of Lease recorded October 21, 1999 as Document No. 99992381 including but not limited to restrictions on the use of any part of the land for a health club other than Bally's Total Fitness; (18) terms and provisions contained in the Restrictions Agreement recorded September 29, 1999 as Document No. 99924679 as amended by that First Amendment to Restrictive Covenant recorded April 1, 2003 as Document No. 0030440641 Memorandum of Lease recorded as Document No. 00638420 as amended by Amendment to Memorandum of Lease recorded April 1, 2003 as Document No. 0030440640 including but not limited to restrictions on the use of any part of the land for a theater other than American Multi-Cinema, Inc.; and (19) such other matters as to which the Title Insurer commits to insure Buyer against loss or damage.