

UNOFFICIAL COPY

MTC# 2079845 TA 1 OF 1

THIS DEED IS BEING RE-RECORDED TO AMEND
THE NAME OF THE GRANTEE *Atacio*

WARRANTY DEED

Doc#: 0904941058 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/18/2009 12:46 PM Pg: 1 of 5



Doc#: 0930011000 Fee: \$44.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 10/27/2009 12:00 PM Pg: 1 of 5

1600 Museum Park, LLC, an Illinois limited liability company, with an address of 600 West Chicago Avenue, Suite 750, Chicago, Illinois ("Grantor"), for and in consideration of the sum of TEN and 00/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid,

Conveys and Warrants to Robbie D. Beaty, Trustee of the Robbie D. Beaty Revocable Trust, dated April 29, 1996, with an address of 10 Hortense Place, St. Louis, MO 63108 ("Grantee"), the following described real estate situated in the County of Cook, State of Illinois, to wit:

(above space for recorder only)

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

Permanent Real Estate Index Number(s): 17-22-304-026-0000; 17-22-304-062-0000
(affects underlying land and other property)

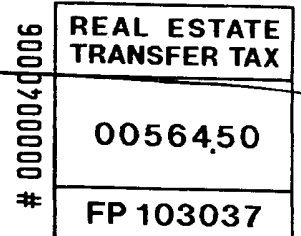
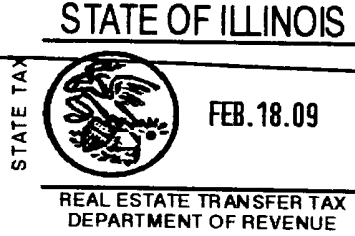
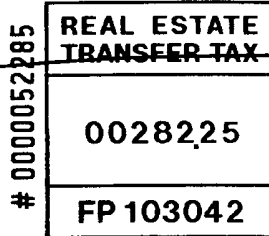
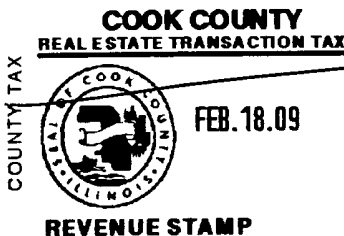
Address of Real Estate: 1629 South Prairie Avenue, Unit 2811/GU-225/S-242, Chicago, Illinois 60616

SUBJECT TO: (1) real estate taxes not yet due and payable; (2) special taxes or assessments for improvements not yet completed and other assessments or installments thereof not due and payable at the time of closing; (3) applicable zoning, planned unit development and building laws or ordinances and restrictions; (4) public, private and utility easements; (5) encroachments, covenants, conditions, restrictions, and agreements of record, certain unrecorded license agreements and railroad rights of way, reservations, easements and rights, provided none of the foregoing materially adversely affect Grantee's quiet use and enjoyment of the Unit as a residential condominium; (6) the Declaration of Condominium Pursuant to the Condominium Property Act for 1600 Museum Park Condominiums, recorded December 15, 2008, as document #0835010078, (which Declaration, among other things, includes notice of Grantee's waiver of the implied warranty of habitability), as amended from time to time; (7) the provisions of the Illinois Condominium Act; (8) acts done or suffered by Grantee, or anyone claiming, by, through, or under Grantee; (9) liens and other matters for which Mercury Title Company, L.L.C., has committed to insure Grantee against loss or damage forthwith.

City of Chicago Real Estate
Dept. of Revenue Transfer Stamp
573036 \$5,927.25
02/18/2009 09:42 Batch 07224 84



105



M.G.R. TITLE

UNOFFICIAL COPY

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

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys, to vacate any subdivision of part thereof, and to resubdivide said real estate 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 real estate 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 real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in presenti 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 to 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 real estate, 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 real estate or any part thereof, and to deal with said real estate 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, or any successor in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracts to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with or be obliged to inquire into the authority, 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, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said County) relying upon or claiming under 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 all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, lease, mortgage or other instrument, and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the titles, estate, rights, powers, authorities, duties and obligations of its, his or their predecessors in trust.

This conveyance is made upon the express understanding and conditions that neither the Grantee individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its agents or attorneys may do or omit to do in or about said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation of indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have title or interest, legal or equitable, in or to said real estate as such, but only an interest in earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in the Grantee the entire legal and equitable title in fees simple in and to all of the real estate described.

If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate title or duplicate thereof, or memorial, the words "in trust", or "upon condition," or "with limitations", or words of similar support in accordance with the statute in such case made and provided.

UNOFFICIAL COPY

In Witness Whereof, Grantor has caused its name to be signed to these presents by its authorized agent on February 17 2009.

1600 MUSEUM PARK LLC, an Illinois limited liability company

By: EDC 1600 Museum Park, LLC,
an Illinois limited liability company

Its: Manager

By: EDC Management, Inc.,
an Illinois corporation

Its: Manager

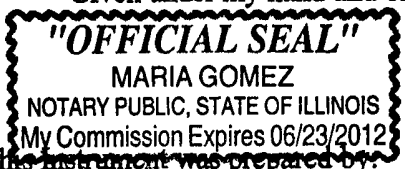
By: [Signature]
Ronald B. Shipka, Jr.

Its: President

State of Illinois)
) ss.
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, Ronald Shipka, Jr., in the capacity noted above, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, signed, sealed and delivered the said instrument as his free and voluntary act, in the capacity noted above, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17 day of February 2009.



[Signature]
Notary Public

Brown, Udell, Pomerantz & Delrahim, 1332 N. Halsted St. Suite 100, Chicago, IL, 60642.

After recording mail to:

Send subsequent tax bills to:

ROBBIE D. BEATY
10 HORTENSE PLACE
ST. LOUIS, MO 63108

ROBBIE D. BEATY
10 HORTENSE PLACE
ST. LOUIS, MO 63108

UNOFFICIAL COPY

LEGAL DESCRIPTION

PARCEL 1:

UNITS 2811 AND GU-225 IN THE 1600 MUSEUM PARK CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE 66 FOOT WIDE EAST 18TH STREET WITH THE EAST LINE OF THE 66 FOOT WIDE SOUTH PRAIRIE AVENUE; THENCE NORTH 00 DEGREES 05 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF SOUTH PRAIRIE AVENUE, AFORESAID, 404.92 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 05 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF SOUTH PRAIRIE AVENUE, AFORESAID, 219.04 FEET TO THE NORTHWEST CORNER OF LOT 1 IN E.L. SHERMAN'S SUBDIVISION OF LOTS 4, 5 AND 6 IN BLOCK 1 OF CLARKE'S ADDITION AND LOT 1 IN BLOCK 1 AND THE WEST HALF OF BLOCK 2 OF SUBDIVISION OF 49 1/2 ACRES SOUTH OF AND ADJOINING THE NORTH 20.90 ACRES OF THE SOUTHWEST FRACTIONAL QUARTER OF SAID SECTION 22; THENCE NORTH 89 DEGREES 56 MINUTES 28 SECONDS EAST ALONG THE NORTH LINE OF LOT 1 IN E.L. SHERMAN'S SUBDIVISION, AFORESAID, 119.65 FEET TO A POINT ON THE WEST RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD COMPANY AS FIXED BY AGREEMENT RECORDED OCTOBER 20, 1941 AS DOCUMENT NUMBER 12778000 AND BY A COUNTERPART AGREEMENT RECORDED DECEMBER 6, 1941, AS DOCUMENT NUMBER 12806262; THENCE SOUTH 16 DEGREES 48 MINUTES 27 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE FIXED BY AGREEMENT, 57.74 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD; THENCE SOUTH 27 DEGREES 20 MINUTES 27 SECONDS EAST ALONG THE LAST MENTIONED WEST RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD, 175.70 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 90.34 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 31 SECONDS EAST, 7.82 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 126.33 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND

THE PROPERTY AND SPACE OF THE ILLINOIS CENTRAL RAILROAD COMPANY LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 65.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID LAND PROPERTY AND SPACE DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 7 AND 12 IN ASSESSORS DIVISION OF LOTS 1, 2, AND 3 IN BLOCK 1 OF CLARKE'S ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 12 AND RUNNING THENCE NORTH 00 DEGREES 02 MINUTES 49 SECONDS WEST ALONG THE WEST LINE OF SAID LOTS 12 AND 7, A DISTANCE OF 84.19 FEET TO THE NORTHWEST CORNER OF SAID LOT 7; THENCE NORTH 89 DEGREES 57 MINUTES 41 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 58.26 FEET; THENCE SOUTH 27 DEGREES 02 MINUTES 14 SECONDS EAST ALONG A STRAIGHT LINE, A DISTANCE OF 94.49 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID LOT 12, AS A POINT 101.28 FEET EAST OF THE SOUTHWEST CORNER THEREOF, AND THENCE SOUTH 89 DEGREES 57 MINUTES 41 SECONDS WEST ALONG SAID SOUTH LINE OF LOT 12, A DISTANCE OF 101.28 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS;

UNOFFICIAL COPY

(Continued)

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM PURSUANT TO THE CONDOMINIUM PROPERTY ACT FOR 1600 MUSEUM PARK CONDOMINIUM MADE BY 1600 MUSEUM PARK LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 0835010078, AS AMENDED FROM TIME TO TIME, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO USE STORAGE SPACE S-242, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0835010078.

PIN#: 17-22-304-026-0000 (AFFECTS PART OF THE UNDERLYING LAND AND OTHER PROPERTY) & 17-22-304-062-0000 (AFFECTS PART OF THE UNDERLYING LAND)

GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS 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, AND 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 THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN