

UNOFFICIAL COPY

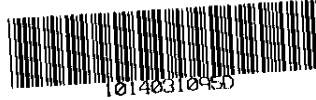
This Instrument Prepared by:
Adam T. Berkoff, Esq.
DLA Piper LLP (US)
203 North LaSalle Street
Suite 190
Chicago, Illinois 60601-1293

After Recording Return to:

M Podorsky
60 E Monroe
Unit 3903
Chicago, IL 60603

Send Subsequent Tax Bills to:

M Podorsky
60 E Monroe
Unit 3903
Chicago, IL 60603



Doc#: 1014031095 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00 v.
Cook County Recorder of Deeds
Date: 05/20/2010 12:53 PM Pg: 1 of 6

SPECIAL WARRANTY DEED

This Special Warranty Deed is made as of the 30th day of April, 2010, between **MONROE/WABASH DEVELOPMENT, LLC**, a Delaware limited liability company, ("Grantor"), whose address is c/o Mesa MW, LLC, 205 North Michigan Avenue, Suite 2200, Chicago, Illinois 60601, and **Mark S. Podorsky and Diana L. Podorsky** ("Grantee"), whose address is 202 South Riverside Drive Winamac, Indiana 46996;

Tenants By the Entirety
MSP DLP

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, by the Grantee, the receipt and sufficiency whereof is hereby acknowledged, by these presents does GRANT, BARGAIN, SELL AND CONVEY with special warranty covenants unto Grantee, and its successors and assigns, FOREVER, all of the following described real estate, situated in the County of Cook and State of Illinois:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Grantor also hereby grants to Grantee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of the property set forth in the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for The Legacy at Millennium Park Condominium ("Declaration"), 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 described therein.

This Special Warranty Deed is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in the Declaration the same as though the provisions of the Declaration were recited and stipulated at length herein.

01090842K 1 of 2 UNNT

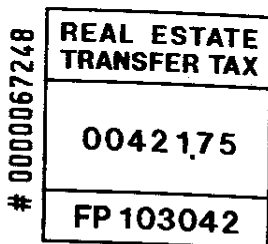
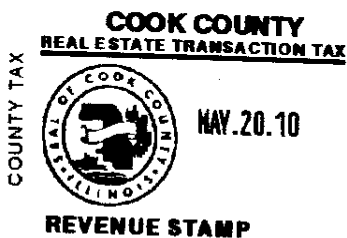
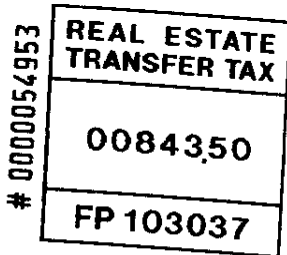
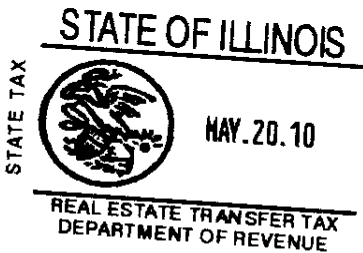
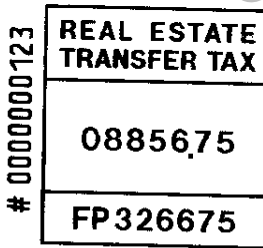
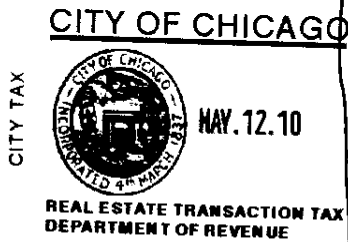
UNOFFICIAL COPY

TOGETHER WITH all hereditaments and appurtenances thereunto belonging, or in anyway appertaining, and the reversion or reversions, remainder or remainders, buildings, improvements, fixtures affixed or attached to, or situated upon or acquired or used in connection therewith, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity of, in and to the above described premises;

TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto Grantee, forever.

And Grantor, for itself, and its successors, does covenant, promise and agree to and with Grantee, its successors and assigns, that Grantor has not done or suffered to be done, anything whereby the premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that it **WILL WARRANT AND FOREVER DEFEND**, the premises against all persons lawfully claiming, or to claim the same, by, through or under it, subject only to the matters set forth on Exhibit B attached hereto and made a part hereof.

[remainder of page intentionally left blank]

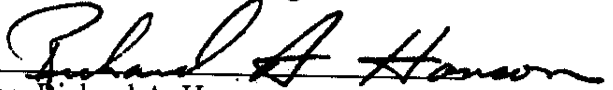


UNOFFICIAL COPY

IN WITNESS WHEREOF, Grantor has signed these presents as of the day and year first above written.

MONROE/WABASH DEVELOPMENT,
LLC, a Delaware limited liability company

By: Mesa MW, LLC, a Delaware limited liability company, its manager

By: 

Name: Richard A. Hanson

Title: Member

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Dawn K. Young, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard A. Hanson, as Member of Mesa MW, LLC, a Delaware limited liability company, as manager of Monroe/Wabash Development, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument on behalf of such company, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act, and as the free and voluntary act of such limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of April, 2010.



Notary Public

My Commission Expires:

March 10, 2013



UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

Unit 3903 and Parking Unit 11-25, together with the exclusive right to use Storage Space S-1105-11, a limited common element, in The Legacy at Millennium Park Condominium, as delineated on the plat of survey of part of the following described parcels of real estate:

Lots 6 and 7 in Block 1 in Fractional Section 15, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Which survey is attached as Exhibit A to the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for The Legacy at Millennium Park Condominium dated September 22, 2009 and recorded September 25, 2009 as Document No. 0926818079, as amended from time to time, together with their undivided percentage interest in the common elements.

Parcel 2:

Non-exclusive easements appurtenant to and for the benefit of Parcel 1 as created by the Easement Agreement dated September 9, 2005 by and between The Art Institute of Chicago, an Illinois not-for-profit corporation and Monroe/Wabash Development, LLC, a Delaware limited liability company recorded September 9, 2005 as document number 0525232121 for ingress and egress through the Lobby Area as described therein and pursuant to the terms contained therein.

Parcel 3:

Non-exclusive easements appurtenant to and for the benefit of Parcel 1 as created by the Reciprocal Easement and Operating Agreement dated September 22, 2009 and recorded September 25, 2009 as Document No. 0926818077 by and between Monroe/Wabash Development, LLC, a Delaware limited liability company and Monroe/Wabash SAIC, LLC, a Delaware limited liability company (its successors, grantees and assigns) for support, common walls, ceilings and floors, equipment and utilities, ingress and egress, maintenance and encroachments, over the land described therein.

PIN: Part of 17-15-101-004; 17-15-101-005; 17-15-101-006

Commonly known as: 60 East Monroe Street, Chicago, Illinois 60603

UNOFFICIAL COPY

EXHIBIT B

PERMITTED ENCUMBRANCES

(1) General real estate taxes and assessments not due and payable at the time of closing; (2) the Illinois Condominium Property Act; (3) the Plat of Condominium and the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for the Legacy at Millennium Park Condominium dated September 22, 2009 and recorded September 25, 2009 as Document No. 0926818079 (including all other amendments and exhibits thereto, the "Condominium Declaration"); (4) applicable zoning and building laws and ordinances and other ordinances of record; (5) encroachments, if any, which do not materially affect the use of the Unit herein referenced (the "Purchased Unit") as a residence; (6) leases and licenses affecting the Common Elements of the Condominium within which the Purchased Unit is located; (7) easements, agreements, conditions, covenants, and restrictions of record, which do not materially affect the use of the Purchased Unit as a residence; (8) any construction easement agreement including all amendments and exhibits thereto; (9) rights of the public, the City of Chicago and State of Illinois in and to that part of the land taken and used for alleys, roads and highways, if any; (10) acts done or suffered by Grantee or anyone claiming by, through or under Grantee; (11) Reciprocal Easement and Operating Agreement dated September 22, 2009 and recorded September 25, 2009 as Document No. 0926818077 made by and between Monroe/Wabash Development, LLC and Monroe/Wabash SAIC, LLC (its successors, grantees and assigns), as the same may be amended from time to time; (12) Easement Agreement dated as of September 9, 2005 entered into by Monroe/Wabash Development, LLC and The Art Institute of Chicago and recorded in the Office of the Cook County Recorder of Deeds on September 9, 2005 as Document No. 0525232121 (as the same may be amended from time to time); (13) Agreement of Restrictive Covenants dated as of October 20, 2005 with Gage Fee LLC and recorded in the Office of the Cook County Recorder of Deeds on October 21, 2005 as Document No. 0529434052 and rerecorded on October 26, 2005 as Document No. 0529919140 (as the same may be amended from time to time); (14) Skybridge and University Club Facility Easement Agreement entered into by Monroe/Wabash Development, LLC, University Club of Chicago and University Club Professional Building LLC, recorded with the Office of the Cook County Recorder of Deeds on May 19, 2006 as Document No. 0613922072, as amended by First Amendment to Skybridge and University Club Facility Easement Agreement executed by Monroe/Wabash Development, LLC, Monroe/Wabash U-Club LLC, University Club of Chicago and University Club Professional Building LLC (their successors, grantees and assigns) dated September 22, 2009 and recorded September 25, 2009 as Document No. 0926818078 (as the same may be amended from time to time); (15) Memorandum relating to Chilled Water Service Agreement dated as of January 3, 2006 and recorded June 14, 2006 as Document No. 0616510159 made by MDE Thermal Technologies, Inc. and Monroe/Wabash Development, LLC; (16) Party wall agreement recorded March 3, 1967 as Document No. 20076621; (17) Agreement dated January 2, 1874 and recorded July 9, 1875 as Document No. 38180 made between Edward H. Haddock and Laurin P. Hilliard for a Party Wall between the land and Lot 7 in Block 1 aforesaid as supplemented by instrument recorded November 30, 1878 as Document No. 203025 between J. Van Inwagen and E. H. Haddock; (18) Development Rights Allocation Agreement dated September 8, 2005 by and between The Art Institute of Chicago and

UNOFFICIAL COPY

Monroe/Wabash Development, LLC recorded September 9, 2005 as Document No. 0525232119; (19) Memorandum of Understanding dated September 9, 2005 by and between The Art Institute of Chicago and Monroe/Wabash Development, LLC recorded September 9, 2005 as Document No 0525232120; (20) Landmark Designation Ordinance adopted by the City of Chicago designating the "Jewelers Row District" as a Chicago Landmark recorded October 14, 2003 as Document No. 0328732025, and all recorded notices relating thereto; (21) Agreement of Restrictive Covenants made and entered into April 30, 2006 and recorded May 19, 2006 as Document No. 0613922071 by and among University Club of Chicago, University Club Professional Building LLC and Monroe/Wabash Development, LLC; (22) Terms of Special Service Area No. 12 as disclosed by ordinance recorded as Document No. 91075841, and such additional taxes under the terms of said ordinance and subsequent related ordinances; (23) rights of adjoining owners, their licensees and invitees in and to the alley along the East 9 feet of the land hereinabove described for ingress and egress, utility services, municipal access, emergency vehicles, trash removal and similar uses; and (24) liens and other matters of title over which Near North National Title Corporation or another title insurance company selected by Grantor is willing to insure at Grantor's expense.