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SPECIAL WARRANTY DEED (ILLINOIS)

Doc#: 1218104081 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/29/2012 01:19 PM Pg: 1 of 5

AFTER RECORDING,
PLEASE MAIL TO:

Stephen A. Witt
205 Clark St. #1900
CHICAGO, IL 60603

8890385.

PLEASE MAIL SUBSEQUENT
TAX BILLS TO:

Cathleen Cunningham + Grantor Issuer
3407 LINNEMAN ST
GLENVIEW, IL 60025

RECORDER'S STAMP

Dr. Dearborn Investment, LLC, an Illinois limited liability company (hereinafter referred to as "Grantor") whose mailing address is 182 W. Lake St, Chicago, Illinois 60601, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by **CATHLEEN A. CUNNINGHAM REVOCABLE TRUST DATED AUGUST 21, 2000 AS AMENDED AND RESTATED ON JANUARY 21, 2002** (hereinafter referred to as "Grantee"), whose mailing address is **3407 LINNEMAN STREET, GLENVIEW, IL 60025** and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does GRANT, SELL, and CONVEY unto Grantee, its successors, and assigns forever, that certain tract of real property located in Cook County, Illinois and more particularly described on Exhibit A attached hereto, incorporated herein, and made a part hereof for all purposes, together with any and all rights appertaining thereto, and any and all of the improvements located thereon (said real property together with any and all of the related improvements, rights, and appurtenances belonging or appertaining thereto, and any and all of the improvements located thereon, being collectively referred to as the "Property").

TO HAVE AND TO HOLD the Property unto Grantee, its heirs, executors, administrators, legal representatives, successors and assigns forever; and Grantor hereby binds itself and its successors and assigns to WARRANT AND FOREVER DEFEND the Property unto Grantee, its heirs, executors, administrators, legal representatives, successors and assigns, against every person lawfully claiming by, through, or under Grantor, but not otherwise; provided that this conveyance and the covenants and warranties of Grantor herein contained are subject to: (1) general real estate taxes not yet due and payable; (2) easements, covenants, restrictions and building lines of record; (3) encroachments, if any which do not affect the use of the unit as a residence, parking space or storage space, as applicable; (4) City of Chicago zoning, condominium and building laws or ordinances; (5) acts done or suffered by Grantee; (6) the Illinois Condominium Property Act; (7) the Declaration of Condominium for 200 North Dearborn Private Residences, a Condominium ("Declaration") and all amendments thereto; (8) the Easement Agreement for the Property and all amendments thereto; (9) existing lease to residential unit and parking unit, if any; (10) liens and other matters over which the title insurer provided for herein commits to insure by endorsement; (11) existing leases, licenses and agreements affecting the Common Elements; (12) utility easements, if any, whether recorded or unrecorded; (13) installments

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Property of Cook County Clerk's Office

REAL ESTATE TRANSFER 06/15/2012

CHICAGO:	\$2,058.75
CTA:	\$823.50
TOTAL:	\$2,882.25

17-09-424-008-1199 | 20120501605777 | NA1MKL



REAL ESTATE TRANSFER 06/15/2012

COOK	\$137.25
ILLINOIS:	\$274.50
TOTAL:	\$411.75

17-09-424-008-1199 | 20120501605777 | NTK3L0



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due after closing for assessments levied pursuant to the Declaration; and (14) the Fair Housing Act, 42 USC §3601 et. seq.

IN WITNESS WHEREOF, the Grantor has executed and delivered this Special Warranty Deed on this 12 day of June, 2012.

GRANTOR:

Dr Dearborn Investment, LLC, an Illinois limited liability company

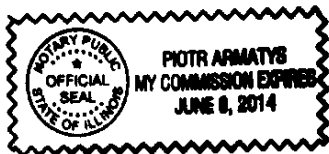
By: SEG Dearborn Consultants, Inc., an Illinois corporation, its manager


By: 
Nick Gouletas, President

State of Illinois
County of Cook

I, the Undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Nick Gouletas President of SEG Dearborn Consultants, Inc., an Illinois corporation, being the manager of Dr Dearborn Investment, LLC, an Illinois limited liability company, is 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 acknowledge that he signed sealed and delivered said document as his free and voluntary act, and the free and voluntary act of said corporation on behalf of said limited liability companies, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12 day of June, 2012.




Notary Public

NAME AND ADDRESS OF PREPARER:

Dr Dearborn Investment, LLC, 200 North Dearborn Street, Suite 3402, Chicago, Illinois 60601

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

UNIT 3302 THE 200 NORTH DEARBORN PRIVATE RESIDENCES, A CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF BLOCK 17 IN THE ORIGINAL TOWN OF CHICAGO, ALL IN THE SOUTHEAST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND EASEMENTS FOR INGRESS, EGRESS, USE, CONSTRUCTION AND ENJOYMENT AS MORE PARTICULARLY SET FORTH IN DEED RECORDED AS DOCUMENT NUMBER 87254850, EASEMENT AGREEMENT RECORDED AS DOCUMENT NUMBER 91591893 AND EASEMENT AGREEMENT RECORDED AS DOCUMENT NUMBER 92199746, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED ON FEBRUARY 25, 2008, AS DOCUMENT NUMBER 0805641071 TOGETHER WITH EACH AFORESAID UNITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF S-127, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE AFORESAID DECLARATION OF CONDOMINIUM RECORDED FEBRUARY 25, 2008, AS DOCUMENT NUMBER 0805641071

PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY FOR INGRESS, EGRESS, USE AND ENJOYMENT AS CREATED AND SET FORTH IN THE EASEMENT AGREEMENT RECORDED ON FEBRUARY 25, 2008, AS DOCUMENT NUMBER 0805641067.

P.I.N. #: 17-09-424-008-1199
(WHICH HAS BEEN ASSIGNED TO UNIT 3302 INDIVIDUALLY
PER THE COOK COUNTY ASSESSOR'S OFFICE)

COMMON ADDRESS: 200 NORTH DEARBORN STREET, UNIT 3302
CHICAGO ILLINOIS 60601

Grantor also hereby grants to the Grantee, its successors and assigns, as rights and easements appurtenant to the subject unit described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium, aforesaid, 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.

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TERMS AND CONDITIONS

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 or 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 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 99 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 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, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any 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 Recorder of Deeds of the County of Cook) 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 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, trust 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 title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Chicago Title Land Trust Company, 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 or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendments 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 or 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 the 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 the 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 the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of 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 any 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 said Chicago Title Land Trust Company the entire legal and equitable title in fee simple, in and to all of the real estate above described.