

# UNOFFICIAL COPY



Doc#: 1235610028 Fee: \$46.00  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/21/2012 12:35 PM Pg: 1 of 5

**PREPARED BY:**

David L. Goldstein  
35 East Wacker, Suite 650  
Chicago, Illinois 60601

**MAIL TAX BILL TO:**

6447 Yale Development LLC  
1010 Bellwood Avenue  
Bellwood, Illinois 60104

**MAIL RECORDED DEED TO:**

Thomas M. Breen  
619 South Addison Road  
Addison, Illinois 60101

## SPECIAL WARRANTY DEED IN TRUST

GRANTOR, MPS COMMUNITY I, LLC, an Illinois limited liability company ("Grantor"), having its office at 120 South LaSalle Street, Suite 1850, Chicago, Illinois 60603, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, conveys and warrants to CHICAGO TITLE LAND TRUST COMPANY, a corporation of Illinois, not personally, but solely as Trustee under the provisions of a Trust Agreement dated November 2, 2012 and known as Trust Number 8002360592 ("Grantee"), having its principal office at 10 South LaSalle Street, Suite 2750, Chicago, Illinois 60602, all interest in the real property situated in the County of Cook, State of Illinois, legally described and identified on Exhibit A, attached hereto.

GRANTOR, for itself and its successors and assigns, hereby covenants and represents that it has not done, or suffered to be done, anything whereby the premises hereby conveyed, is, or may be, in any manner encumbered or charged, except as recited herein, and that it will warrant and defend the premises against all persons lawfully claiming by, through or under Grantor, subject to: general real estate taxes not yet due and payable, any special

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City of Chicago  
Dept. of Finance  
634561

12/21/2012 12:22  
dr00111



Real Estate  
Transfer  
Stamp

\$0.00

Batch 5,701,124

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assessments not yet due, conditions and covenants of record, zoning laws and ordinances, easements for public utilities and all other matters of record affecting the property.

GRANTEE accepts title to the premises, subject to the covenants, conditions, and restrictions set forth in that certain Redevelopment Agreement dated the 29 day of December, 2011 and recorded the 5 day of January, 2012 as Document Number 1200513037, which shall constitute covenants running with the land in favor of the City of Chicago and forming a part of the consideration for the conveyance of the subject premises.

The attached Terms and Conditions are hereby incorporated into this Special Warranty Deed in Trust.

All the terms, covenants and conditions of this Deed shall be binding upon the Grantee and its successors and assigns.

Dated this 12 day of December, 2012.

MPS Community I, LLC, an Illinois limited liability company

BY: Mercy Portfolio Services, a Colorado non-profit corporation, its sole Member

BY: *Darlene A. Dugo*  
Darlene A. Dugo

Its: Vice 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 Darlene A. Dugo, personally know to me to be the Vice-President of Mercy Portfolio Services, which is the sole Member of MPS COMMUNITY I, LLC, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the foregoing instrument pursuant to authority given by said company, as her free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

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

*Holly Kavis*  
NOTARY PUBLIC



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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 aforesaid county) 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 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 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.

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## EXHIBIT A

### LEGAL DESCRIPTION:

**PARCEL 1:** THE SOUTH 40.00 FEET (EXCEPT THE EAST 52.00 FEET THEREOF) OF LOT 5 IN BLOCK 8 IN SKINNER AND JUDD'S SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO DESCRIBED AS: LOT 4 (EXCEPT THE EAST 52.00 FEET THEREOF) IN COUNTY CLERK'S DIVISION OF LOTS 4, 5, AND 6 IN BLOCK 8 IN SKINNER AND JUDD'S SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

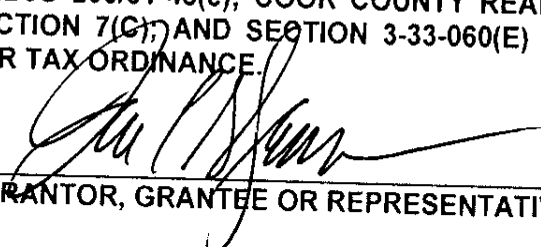
**PARCEL 2:** LOT 3 (EXCEPT THE EAST 56.00 FEET THEREOF) IN COUNTY CLERK'S DIVISION OF LOTS 4, 5 AND 6 IN BLOCK 8 IN SKINNER AND JUDD'S SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PIN:** 20-21-206-011-0000  
20-21-206-012-0000

**ADDRESS:** 6443-59 Yale Avenue, Chicago, Illinois 60621

THIS TRANSFER IS EXEMPT PURSUANT TO THE PROVISIONS OF THE REAL ESTATE TRANSFER ACT, 35 ILCS 200/31-45(e); COOK COUNTY REAL PROPERTY TRANSFER TAX ORDINANCE SECTION 7(C); AND SECTION 3-33-060(E) OF THE CHICAGO REAL PROPERTY TRANSFER TAX ORDINANCE.

12-12-12  
DATE

  
GRANTOR, GRANTEE OR REPRESENTATIVE

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## STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed assignment of beneficial interest in land trust is either a natural person, and Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated December 12, 2012 Signature: *Darlene A. Duff*  
Grantor or Agent

Subscribed and sworn to before  
Me by the said Grantor  
this 12 day of December,  
2012.

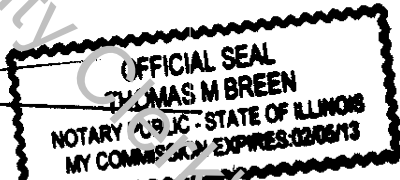


NOTARY PUBLIC *Holly Kavis*

The Grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois a partnership authorized to do business or entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Date December 12, 2012 Signature: *Kang Young*  
Grantee or Agent

Subscribed and sworn to before  
Me by the said Grantee  
This 12 day of December,  
2012.



NOTARY PUBLIC *Thomas M. Breen*

NOTE: Any person who knowingly submits a false statement concerning the identity of grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses. (Attach to deed or ABI to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)