



Doc#: 1304442015 Fee: \$54.00  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/13/2013 08:28 AM Pg: 1 of 9

This Instrument Prepared by:  
Brian A. Cohen, Esq.  
DLA Piper LLP (US)  
203 North LaSalle Street  
Suite 1900  
Chicago, Illinois 60601-1293

After Recording Return to:  
Joel Brosk, Esq.  
40 Skokie Boulevard  
Skokie, Illinois 60062

Send Subsequent Tax Bills to:  
John R. Hartung Trust  
Nancy S. Hartung Trust  
Unit S20-01, 2550 North Lakeview  
Chicago, Illinois 60614

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LHYNES #88-88-289-D1

**SPECIAL WARRANTY DEED IN TRUST**

This Indenture is made as of February 1, 2013, between Lake Tower Development, LLC, a Delaware limited liability company ("Grantor"), whose address is c/o MB Real Estate, 181 West Madison, Suite 4700, Chicago, IL 60602, and John R. Hartung, as Trustee of the John R. Hartung Revocable Trust dated 7/13/2007 and Nancy S. Hartung, as Trustee of the Nancy S. Hartung Revocable Trust dated 7/13/2007, as joint tenants ("Grantee" or "Trustee"), whose address is 1821 Auburn Avenue, Naperville, Illinois 60563.

**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 AND A-1 ATTACHED HERETO

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, 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 the Declaration were recited and stipulated at length herein.

**TOGETHER WITH** all hereditaments and appurtenances thereunto belonging, or in anyway appertaining, and the reversion or reversions, remainder or remainders, buildings,

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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.

In addition to all of the powers and authority granted to the Trustee by the terms of the Trust Agreement, full power and authority is hereby granted to the Trustee with respect to the Property or any part thereof to do any one or more of the following, subject to the Declaration of Condominium: improve, manage and protect the Property or any part thereof; dedicate parks, streets, highways or alleys and vacate any subdivision or part thereof, and to resubdivide the Property as often as desired; contract to sell or convey the Property on any terms either with or without consideration; grant options to purchase; convey the Property 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 the Trustee; donate, dedicate, mortgage, pledge or otherwise encumber the Property, or any part thereof; operate, maintain, repair, rehabilitate, alter, improve or remove any improvements on the Property; lease, from time to time, in possession or reversion, by leases to commence at the present or in the 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 198 years; 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; contract to make leases, grant options to lease, options to renew leases and options to purchase the whole or any part of the reversion; contract with respect to fixing the amount of present or future rentals; partition or exchange the Property for other real or personal property; grant easements or charges of any kind, to release, convey or assign any right or title or interest in or about or easement appurtenant to the Property or any part thereof; enter into contracts or other agreements containing provisions exculpating the Trustee from personal liability; and deal with the Property 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 the Trustee in relation to the Property, or to whom the Property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the Property, or be obliged to see that the terms of the Trust Agreement have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement. Every deed, trust deed, mortgage, lease or other assignment, instrument or

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document executed by the Trustee in relation to the Property shall be conclusive evidence in favor of every person 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 the 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 the Trust Agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that the Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage, or other assignment instrument or document, 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 their predecessors in trust.

**[SIGNATURE PAGE FOLLOWS]**



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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1A:

UNIT S20-01, IN THE LINCOLN PARK 2550, A CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

CERTAIN LOTS IN LINCOLN PARK 2520 SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 2011 AS DOCUMENT NUMBER 1129722061, AS RE-RECORDED NOVEMBER 23, 2011 AS DOCUMENT 1132729082; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 29, 2011 AS DOCUMENT NUMBER 1136318007; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

#### PARCEL 1B: RESIDENTIAL PARCEL EASEMENTS

A NON-EXCLUSIVE EASEMENT FOR THE UNITS DESCRIBED IN PARCEL 1A ABOVE AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY LAKE TOWER DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY DATED OCTOBER 27, 2011 AND RECORDED OCTOBER 27, 2011 AS DOCUMENT 1130029045 FOR THE PURPOSE OF

i) MAINTENANCE, STRUCTURAL SUPPORT, USE OF CERTAIN FACILITIES, ENCROACHMENTS, AND FOR COMMON WALLS, CEILINGS AND FLOORS, SIGNAGE, ACCESS TO STORAGE AREAS, LOADING DOCK AND TRASH ROOM, GARAGE SERVICE ELEVATOR AND STAIRWELLS, VALET PARKING OPERATIONS OVER THOSE PARTS OF THE GARAGE PARCEL AS DESCRIBED THEREIN.

ii) INGRESS AND EGRESS FOR MAINTENANCE, STRUCTURAL SUPPORT, USE OF CERTAIN FACILITIES, ENCROACHMENTS, AND FOR COMMON WALLS, CEILINGS AND FLOORS, OVER THOSE PARTS OF THE SINGLE FAMILY HOME PARCEL DEFINED THEREIN.

#### PARCEL 1C:

THE EXCLUSIVE RIGHT TO THE USE OF THE BALCONY FOR THE BENEFIT OF SAID UNIT S20-01, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR LINCOLN PARK 2550, A CONDOMINIUM, RECORDED DECEMBER 29, 2011 AS DOCUMENT NO. 1136318007, AS AMENDED BY AMENDMENT RECORDED JUNE 20, 2012 AS DOCUMENT 1217222014 AND AS AMENDED FROM TIME TO TIME.

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Commonly known as Unit S20-01 (the "Residential Unit"), 2550 North Lakeview, Chicago, Illinois 60614

Part of PINs:

14-28-319-042-0000 (UNDERLYING LOT 1\*)  
14-28-319-043-0000 (UNDERLYING LOT 1A AND 1A\*)  
14-28-319-044-0000 (UNDERLYING LOT 1B)  
14-28-319-045-0000 (UNDERLYING LOT 1C AND 1C\*)  
14-28-319-046-0000 (UNDERLYING LOT 1D)  
14-28-319-047-0000 (UNDERLYING LOT 1E)  
14-28-319-048-0000 (UNDERLYING LOT 1F)  
14-28-319-049-0000 (UNDERLYING LOT 1G)  
14-28-319-050-0000 (UNDERLYING LOT 1H)  
14-28-319-051-0000 (UNDERLYING LOT 1J\*)  
14-28-319-052-0000 (UNDERLYING LOT 1K AND 1K\*)  
14-28-319-053-0000 (UNDERLYING LOT 1L)  
14-28-319-054-0000 (UNDERLYING LOT 1M)  
14-28-319-055-0000 (UNDERLYING LOT 1N)  
14-28-319-056-0000 (UNDERLYING LOT 1P)  
14-28-319-057-0000 (UNDERLYING LOT 1Q\*)  
14-28-319-058-0000 (UNDERLYING LOT 1R\*)  
14-28-319-059-0000 (UNDERLYING LOT 1S\*)  
14-28-319-060-0000 (UNDERLYING LOT 1T\*)  
14-28-319-061-0000 (UNDERLYING LOT 1U\*)  
14-28-319-062-0000 (UNDERLYING LOT 1V\*)  
14-28-319-063-0000 (UNDERLYING LOT 1W AND 1W\*)  
14-28-319-073-0000 (UNDERLYING LOT 3\*)  
14-28-319-074-0000 (UNDERLYING LOT 3A\*)  
14-28-319-075-0000 (UNDERLYING LOT 3C\*)  
14-28-319-076-0000 (UNDERLYING LOT 3D\*)

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## EXHIBIT A-1

### LEGAL DESCRIPTION

#### PARCEL 2A:

UNIT 76 AND 77, IN THE LINCOLN PARK 2550, A PARKING CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: CERTAIN LOTS IN LINCOLN PARK 2520 SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 2011 AS DOCUMENT NUMBER 1129722061, AS RE-RECORDED NOVEMBER 23, 2011 AS DOCUMENT 1132729082; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 29, 2011 AS DOCUMENT NUMBER 1136318008; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

#### PARCEL 2B: GARAGE PARCEL EASEMENTS

A NON-EXCLUSIVE EASEMENT FOR THE UNITS IN PARCEL 2A AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY LAKE TOWER DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY DATED OCTOBER 27, 2011 AND RECORDED OCTOBER 27, 2011 AS DOCUMENT 1130029045 FOR THE PURPOSE OF INGRESS AND EGRESS FOR MAINTENANCE INCLUDING VENTILATION VENTS, STRUCTURAL SUPPORT, USE OF CERTAIN FACILITIES, ENCROACHMENTS, PEDESTRIAN EMERGENCY EGRESS, AND FOR COMMON WALLS, FLOORS AND CEILINGS OVER THOSE PARTS OF THE RESIDENTIAL PARCEL AND SINGLE FAMILY HOME PARCEL DEFINED THEREIN.

#### PARCEL 2C:

THE EXCLUSIVE RIGHT TO THE USE OF THE STORAGE AREA S76 AND S77, FOR THE BENEFIT OF SAID UNIT 76 AND 77, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR LINCOLN PARK 2550, A PARKING CONDOMINIUM, RECORDED DECEMBER 29, 2011 AS DOCUMENT NO. 1136318008, AS AMENDED BY AMENDMENT RECORDED JUNE 20, 2012 AS DOCUMENT 1217222015 AND AS AMENDED FROM TIME TO TIME.

Commonly known as Unit 76 and 77 (the "Parking Unit"), 2550 North Lakeview, Chicago, Illinois 60614

#### Part of PINs:

- 14-28-319-042-0000 (UNDERLYING LOT 1\*)
- 14-28-319-044-0000 (UNDERLYING LOT 1B)
- 14-28-319-049-0000 (UNDERLYING LOT 1G)
- 14-28-319-064-0000 (UNDERLYING LOT 2 AND 2\*)

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- 14-28-319-065-0000 (UNDERLYING LOT 2A)
- 14-28-319-066-0000 (UNDERLYING LOT 2B)
- 14-28-319-067-0000 (UNDERLYING LOT 2C\*)
- 14-28-319-068-0000 (UNDERLYING LOT 2D)
- 14-28-319-069-0000 (UNDERLYING LOT 2E)
- 14-28-319-070-0000 (UNDERLYING LOT 2F)
- 14-28-319-071-0000 (UNDERLYING LOT 2G\*)
- 14-28-319-072-0000 (UNDERLYING LOT 2H)

Property of Cook County Clerk's Office

**COOK COUNTY**  
**RECORDED OF DEEDS**  
**SCANNED BY \_\_\_\_\_**



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## EXHIBIT B

### PERMITTED ENCUMBRANCES

- (1) General real estate taxes not due and payable on the date hereof;
- (2) The Illinois Condominium Property Act;
- (3) Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws relating to Lincoln Park 2550, a Condominium, dated December 16, 2011 and recorded on December 29, 2011 in the Office of the Cook County Recorder of Deeds as Document Number 1136318007 (as amended from time to time);
- (4) Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws relating to Lincoln Park 2550, a Parking Condominium, dated December 16, 2011 and recorded on December 29, 2011 in the Office of the Cook County Recorder of Deeds as Document Number 1136318008 (as amended from time to time);
- (5) Applicable zoning and building laws and ordinances and other ordinances of record;
- (6) Encroachments, if any, which do not materially affect the use of the Residential Unit as a residence and which do not materially affect the use of the Parking Unit as a unit parking space;
- (7) Leases and licenses affecting the Common Elements;
- (8) Easements, agreements, conditions, covenants, and restrictions of record, which do not materially affect the use of the Residential Unit as a residence and which do not materially affect the use of the Parking Unit as a unit parking space;
- (9) Declaration of Covenants, Conditions, Restrictions and Easements recorded with the Recorder of Deeds of Cook County on October 27, 2011 as Document No. 1130029045 (as amended from time to time);
- (10) Any construction easement agreement including all amendments and exhibits thereto;
- (11) Acts done or suffered by Grantee or anyone claiming by, through or under Grantee; and
- (12) Liens and other matters of title over which Chicago Title Insurance Company is willing to insure at Grantor's expense.