# UNOFFICIAL CORMINICATION OF THE PROPERTY OF TH

Doc#: 1304442016 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: Leo G. Aubel, Esq. Deutsch, Levy & Engel, Chtd. 225 W. Washington Street Suite 1700 Chicago, Illino's 60 506

Send Subsequent Tax Pills to: Lorraine Caryl Kaplar Trust Unit T31-02, 2550 North Lakeview Chicago, Illinois 60614

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### SPECIAL WARRANTY DEED IN TRUST

This Indenture is made as of January '11, 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 60502, Lorraine Caryl Kaplan, as Trustee of the Declaration of the Trust Establishing Lorraine Caryl Kaplan Revocable Trust dated March 22, 2000, ("Grantee" or "Trustee"), whose address is 310 Central Avenue, Wilmette, Illinois 60091;

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 Grantce, 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 secited; 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 at y subdivision or part thereof, and to resubdivide the Property as often as desired; contract to (el) 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; overate, 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 fut ire, 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 s and o.

Cook County Clerk's Office 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.

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

LAKE TOWER DEVELOPMENT, LLC, a

Delaware limited liability company

By: 2520 PT Sub, LLC, a Delaware limited liability company, its sole

member

By:\_

Name:

Title: Authorized Agent

STATE OF ILLINOIS

) SS

**COUNTY OF COOK** 

I, Allyson Grove. a Notary Public in and for the County and State aforesaid, do hereby certify that Timothy Shields the Authorized Agent of 2520 PT Sub, LLC, a Delaware limited liability company, which is the sole member of Lake Tower Development, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his own free and voluntary act and as the free and voluntary act of such company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this January 11, 2013.

Notary Public

My Commission Expires:

8-31-15

 REAL ESTATE TRANSFER
 01/11/2013

 COOK
 \$1,167.75

**ILLINOIS**: \$2,335.50 **TOTAL**: \$3,503.25

14-28-319-039-0000 | 20121201605027 | SFEYEU

OFFICIAL SEAL
ALLYSON GUNDEE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES AUG. 31, 2015

 CHICAGO:
 \$17,516.25

 CTA:
 \$7,006.50

 TOTAL:
 \$24,522.75

14-28-319-039-0000 | 20121201605027 | 99MLZJ

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### EXHIBIT A

### **LEGAL DESCRIPTION**

#### PARCEL 1A:

UNIT T31-02, 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 SOUTH WEST 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 MARCEL DEFINED THEREIN.

### PARCEL 1C:

THE EXCLUSIVE RIGHT TO THE USE OF TWO BALCONIES FOR THE BENEFIT OF SAID UNIT T31-02, 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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## **UNOFFICIAL COPY**

Commonly known as Unit T31-02 (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\*)

14-28-319-046-6000 (UNDERLYING LOT 1D)

14-28-319-047-0000 (UNI)ERLYING LOT 1E)

14-28-319-048-0000 (UNDERLY YING LOT 1F)

14-28-319-049-0000 (UNDERLYING LOT 1G)

14-28-319-050-0000 (UNDERLYING LOT 1/H)

14-28-319-051-0000 (UNDERLYING LOT 1J\*)

Diff Clark's Office 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\*)

14-28-319-039-0000

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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\*

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY

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### **EXHIBIT A-1**

#### **LEGAL DESCRIPTION**

#### PARCEL 2A:

UNIT 313, 314 AND 364, 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 COTOBER 24, 2011 AS DOCUMENT NUMBER 1129722061, AS RE-RECORDED NOVEMBER 23, 2011 AS DOCUMENT 1132729082; WHICH SURVEY IS ATTACHED AS EXAMINIT "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, PEDLSTPIAN 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 S313, S314 AND S364, FOR THE BENEFIT OF SAID UNIT 313, 314 AND 364, A LIMITED COMMON SLEMENT 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 313, 314 and 364 (the "Parking Unit"), 2550 North Lakeview, Chicago, Illinois 60614

14-28-319-098-1099 (AFFECTS UNIT 313)

14-28-319-098-1100 (AFFECTS UNIT 314)

14-28-319-098-1150 (AFFECTS UNIT 364)

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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 25, 2011 in the Office of the Cook County Recorder of Deeds as Document Number 1136312007 (as amended from time to time);
- (4) Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws relating to Lincole 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 traterially 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.