

# UNOFFICIAL COPY

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**PREPARED BY:**

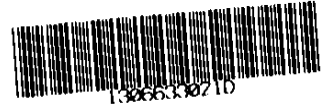
Jay Gilbert, Esq.  
Kutak Rock LLP  
One South Wacker Dr., Suite 2050  
Chicago, IL 60606

**MAIL TAX BILL TO:**

Drex 8031, LLC  
935 W. Chestnut, Suite 430  
Chicago, IL 60642

**MAIL RECORDED DEED TO:**

Chicago Title Land Trust  
10 S LaSalle St  
27th Floor  
Chgo, IL 60603



Doc#: 1306633021 Fee: \$48.00  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/07/2013 09:20 AM Pg: 1 of 6

## SPECIAL WARRANTY DEED IN TRUST

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, hereby grants, bargains, sells and conveys to Chicago Title Land Trust Company, an Illinois corporation, whose address is 10 South LaSalle Street, Suite 2750, Chicago, Illinois 60603, as Trustee under the provisions of a certain Trust Agreement dated the 5th day of November, 2012, and known as Trust Number 8002360586 ("Grantee"), all the estate and rights of Grantor in the real property situated in the County of Cook, State of Illinois, legally described and identified on Exhibit A attached hereto, together with the tenements and appurtenances thereunto belonging.

TO HAVE AND HOLD, the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forth.

The Terms and Conditions appearing on Page 3 of this Instrument are made a part hereof.

Grantor hereby covenants and represents that it has not done, or suffered to be done, anything whereby the property hereby conveyed, is, or may be, in any manner encumbered or charged, except as recited herein, and that it will warrant and defend the property against all persons lawfully claiming by, through or under Grantor, but against none other, subject to: general real estate taxes not delinquent; special assessments or installments of special assessments not yet due; covenants, conditions and restrictions of record; zoning and building laws and ordinances; easements of record; and all other matters of record affecting the subject property..

This transaction is exempt under provisions of Paragraph (e) of Section 31-45 of the Real Estate Transfer Tax Law (35 ILCS 200/31).


Jay Gilbert  
Grantor/Grantee Representative



Box 334

6

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|   |                        |
|---|------------------------|
| <b>REAL ESTATE TRANSFER</b>   | <b>03/05/2013</b>      |
|  | <b>CHICAGO: \$0.00</b> |
|   | <b>CTA: \$0.00</b>     |
|   | <b>TOTAL: \$0.00</b>   |
| 20-35-109-008-0000   20130101605592   TYDLG5  |                        |

|   |                         |
|---|-------------------------|
| <b>REAL ESTATE TRANSFER</b>   | <b>03/05/2013</b>       |
|  | <b>COOK \$0.00</b>      |
|  | <b>ILLINOIS: \$0.00</b> |
|   | <b>TOTAL: \$0.00</b>    |
| 20-35-109-008-0000   20130101605592   1QOPHH  |                         |

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Grantee, by the acceptance of this Deed, for itself and its successors and assigns, accepts title to the property subject to the covenants, conditions, and restrictions contained in that certain Redevelopment Agreement, dated as of October 30, 2012, and recorded November 15, 2012 as Document No. 1232016065, which shall constitute covenants running with the land in favor of the City of Chicago and which shall be part of the consideration for the conveyance of the subject property.

The provisions of this Deed and the said Redevelopment Agreement shall be binding upon Grantee and its successors and assigns.

Dated the 1<sup>st</sup> day of March, 2013.

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     )  
                                  ) SS.  
County of Cook     )

I, the undersigned, a Notary Public in the State aforesaid, do hereby certify that Darlene A. Dugo, personally known to me to be the Vice President of Mercy Portfolio Services, a Colorado non-profit corporation, which is the sole member of MPS Community I, LLC, an Illinois limited liability company, 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 corporation, as her free and voluntary act and as the free and voluntary act and deed of said corporation in its capacity as sole member of MPS Community I, LLC, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1<sup>st</sup> of March, 2013.

*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, 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 198 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 attorney, 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 hereto, or for injury to person or property happening in or about said real estate, 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

Lot 33 and 34 in Block 118 in Cornell, being a Subdivision of the West 1/2 of the Southeast 1/4 of Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, except the East 1/2 of the Northeast 1/4 of the Southeast 1/4 and the North 1/2 of the Northeast 1/4 and the South 1/2 of the Northwest 1/4 West of Illinois Central Railroad and the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 8031-35 S. Drexel A.C.  
Chicago, Illinois

P.I.N.: 20-35-109-008

Property of Cook County Clerk's Office

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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 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 acquire and hold title to real estate in Illinois, or other 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.

Dated 3/1, 2013 Signature: Barry R Kotz agent  
Grantor or Agent

Subscribed and sworn to before me by the said \_\_\_\_\_

this 1st day of March

2013

[Signature]  
Notary Public



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 acquire and hold title to real estate in Illinois, or other 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.

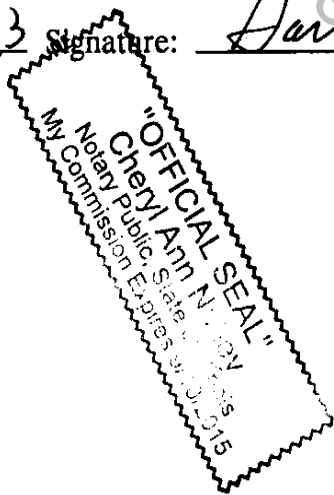
Dated 3/1, 2013 Signature: Barry R Kotz agent  
Grantee or Agent

Subscribed and sworn to before me by the said \_\_\_\_\_

this 1st day of March

2013

[Signature]  
Notary Public



NOTE: Any person who knowingly submits a false statement concerning the identity of a 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.]