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THIS INSTRUMENT WAS PREPARED BY

Stephen R. Miller, Esq. Reed Smith LLP 10 South Wacker Drive 40th Floor Chicago, Illinois 60606-7507



Doc#: 1325433115 Fee: \$44.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A.Yarbrough

Cook County Recorder of Deeds
Date: 09/11/2013 12:59 PM Pg: 1 of 4

WARRANTY DEED IN TRUST

216th

THIS INDENTURE made as of this day of July, 2013, between William A. Kummerer and Heather Kurmerer as Grantor and Michael Yetter and Marti J. Yetter, as Trustees or their successors in trust of the Yetter Revocable Living Trust u/d/t January 5, 2005, Grantee.

**Cor + Se benefit of Michael a. Yetter and Marti Vettle
WITNESSETH:

That said Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby Convey and Warrant to the said Grantee, all right, title and interest in the following described land, situate, lying and being in Cook County, Illinois, to wit:

Address: 60 E Monroe Unit, 3606 Chicago, IL 60603 See Exhibit "A" attached hereto and make a part hereof. PIN Numbers: 17-15-101-026-1147, 17-15-101-026-1564

Subject to: Covenants, conditions and restrictions of record; public and utility easements, acts done by or suffered by or through the Grantee; all special governmental taxes or assessments confirmed and unconfirmed, condenditium declaration and bylaws, if any, and general real estate taxes not yet due and payable as of the date hereof.

FULL POWER AND AUTHORITY is hereby granted to said trustee to improve, manage, protect, and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property 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 premises or any part thereof to a successor or successors in trust and to grant to each successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to nortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or futuro, 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

17-15-101-026-1147 | 20130701602377 | 5BB3K7

315WN1 | 57ESO3105051 | 5411-020-101-21-71

CHICAGO: \$3,618.75 CTA: \$1,447.50 TOTAL: \$5,066.25

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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 property, 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 premises or any part thereof, and to deal with said 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 said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgage by said trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been compiled with, or be obliged to inquire into the 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 in relation to said real equate 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 creeted by this indenture and by said trust agreement was in full force and effect, (b) that such conveyence or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereof and bineing upon all beneficiaries thereunder, (c) that said trustee was duly authorized to execute and empr wered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument end (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, duties and obligations of its, his, her or their predecessor in trust.

The interest of each and every beneficiary beneficiary

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"Grantor" and "Grantee" are used for singular or plural, as context requires.

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IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written. William A. Kummerer STATE OF **COUNTY OF** I, the undersigned, a Notray Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT William A. Kummerer and Heather Kummerer divorced and not since remarried, personally known or identified to me to be the same person whose name is subscribed to the foregoing instrument, acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth. Given under my hand and notarial seal, inis Notary Public My commission expires: OFFICIAL SEAL" **B** Krasuski Nutry Public, State of Illinois My Commesion Expires 12/28/2014 Return After Recording to: Dean Kalamatianos Attorney at law 2045 WEST Ground Ave.

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LEGAL DESCRIPTION

PARCEL 1:

UNIT 3606 AND PARKING UNIT 12-17, TOGETHER WITH THE EXCLUSIVE RIGHT TO USE STORAGE SPACE S-1205-28, A LIMITED COMMON ELEMENT, IN THE LEGACY AT MILLENNIUM PARK CONDOMINIUM, AS DELINEATED ON THE PLAT OF SURVEY OF PART OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE:

LOTS 6 AND 7 IN BLOCK 1 IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EAST ENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE LEGACY AT MILLENNIUM FARK CONDOMINIUM DATED SEPTEMBER 25, 2009 AND RECORDED SEPTEMBER 25, 2009 AS DOCUMENT NO. 0926818079, AS AMENDED FROM TIME TO TIME, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE EASEMENT AGREEMENT PATED SEPTEMBER 9, 2005 BY AND BETWEEN THE ART INSTITUTE OF CHICAGO, AN ILLIWOIS NOT-FOR-PROFIT CORPORATION AND MONROE/WABASH DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED SEPTEMBER 9, 2005 AS DOCUMENT NUMBER 0525232121 FOR INGRESS AND EGRESS THROUGH THE LOBBY AREA AS DESCRIBED THEREIN AND PURSUANT TO THE TERMS CONTAINED THEREIN.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE RECIPROCAL EASEMENT AND OPERATING AGRECAENT DATED SEPTEMBER 25, 2009 AND RECORDED SEPTEMBER 25, 2009 AS DOCUMENT NO. 0925818077 BY AND BETWEEN MONROE/WABASHDEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND MONROE/WABASH SAIC, LLC, A DELAWARE LIMITED LIABILITY COMPANY (ITS SUCCESSORS, GRANTEES AND ASSIGNS) FOR SUPPORT, COMMON WALLS, CEILINGS AND FLOORS, EQUIPMENT AND UTILITIES, INGRESS AND EGRESS, MAINTENANCE AND ENCROACHMENTS, OVER THE LAND DESCRIBED THEREIN.