

1041

# NORTH AMERICAN TITLE COMPANY 15-00586M4 QUIT CLAIM DEED



Doc#: 1523219065 Fee: \$48.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Affidavit Fee: \$2.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/20/2015 11:42 AM Pg: 1 of 6

GRANTORS Gregory A. Smith and Nancy R. Smith, husband and wife, of the Village of Fox Point, County of Milwaukee, State of Wisconsin, for and in consideration of Ten and no/100 Dollars, in hand paid, CONVEYS and QUIT CLAIMS TO

GRANTEES, Gregory A. Smith and Nancy Remar Smith, as Trustees of the Gregory A. Smith and Nancy Remar Smith Living Trust dated May 21, 2015, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, the following described Real Estate situated in the County of Cook in the State of Illinois, to-wit:

See Attached Exhibit "A" Legal Description

Subject to: General taxes not yet due; covenants, conditions and restrictions of record; and subject to those permitted encumbrances listed on Exhibit "B" attached hereto.

Permanent Index No. 17-15-101-026-1679

Common Address of Property: 60 East Monroe Street, Unit 4701, Chicago Illinois 60603

Dated this 12<sup>th</sup> day of August, 2015.

\_\_\_\_\_  
Gregory A. Smith

\_\_\_\_\_  
Nancy R. Smith

This transaction is exempt from transfer tax pursuant to 35 ILCS 200/31-45(e).  
8/12/15  
Date  
  
Agent for Grantor(s)

CCRD REVIEWER Rv

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STATE OF Wisconsin,  
 COUNTY OF Milwaukee <sup>SS</sup>

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO  
 HEREBY CERTIFY that Gregory A. Smith and Nancy R. Smith, personally known to me to be the  
 same persons whose names is subscribed to the foregoing instrument, appeared before me this day  
 in person, and acknowledged that they signed, sealed and delivered the said instrument as their  
 free and voluntary act, for the uses and purposes therein set forth, including the release and waiver  
 of the right of homestead.

Given under my hand and official seal, this 12<sup>th</sup> day of August, 2015.

Laura Peters  
 Notary Public  
 My Commission expires 3/2/2018

**LAURA J PETERS  
 NOTARY PUBLIC  
 STATE OF WISCONSIN**



Prepared by & return to:

Mark M. Anderson  
 O'Halloran Kosoff Geitner & Cook, LLC  
 650 Dundee Rd., Suite 475  
 Northbrook, Illinois 60062  
 Telephone: (847) 291-0200  
 Fax: (847) 291-9230  
 Email: manderson@okgc.com

Mail tax bill to:


6814 N. Barnett Lane  
 Fox Point, Wisconsin 53217

REAL ESTATE TRANSFER TAX 20-Aug-2015

		COUNTY:	0.00
		ILLINOIS:	0.00
		TOTAL:	0.00

17-15-101-026-1679 | 20150801618831 | 0-037-996-416

REAL ESTATE TRANSFER TAX 20-Aug-2015

	CHICAGO:	0.00
	CTA:	0.00
	TOTAL:	0.00

17-15-101-026-1679 | 20150801618831 | 1-627-953-024

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## EXHIBIT A

### LEGAL DESCRIPTION

#### Parcel 1:

Unit 4701 and Unit Parking Space 5-05 and Unit Parking Space 5-06 together with the exclusive right to use Storage Space S-1105-50, 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 Easements, Restrictions, Covenants and By-Laws for The Legacy at Millennium Park Condominium dated September 22, 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 dated September 9, 2005 by and between The Art Institute of Chicago, an Illinois 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 Agreement dated September 25, 2009 and recorded September 25, 2009 as Document No. 0926818077 by and between Monroe/Wabash Development, 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.

Grantor also hereby grants to the grantee, its successors and assigns, as rights and easements appurtenant to the subject unit described herein, the rights and easements for the benefit of said unit set forth in the declaration of condominium; and grantor reserves to itself, its successors and assigns, the rights and easements set forth in said declaration for the benefit of the remaining land described therein.

PINs: 17-15-101-026-1679 (Unit 4701), 17-15-101-026-1228 (Unit Parking Space 5-05), 17-15-101-026-1229 (Unit Parking Space 5-06)

Commonly known as: 60 East Monroe Street, Unit 4701, Chicago, Illinois 60603

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## EXHIBIT B

### PERMITTED ENCUMBRANCES

(1) General real estate taxes and assessments not due and payable at the time of closing; (2) the Illinois Condominium Property Act; (3) the Plat of Condominium and the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for the Legacy at Millennium Park Condominium dated September 25, 2009 and recorded September 25, 2009 as Document No. 0926818079 (including all other amendments and exhibits thereto, the "Condominium Declaration"); (4) applicable zoning and building laws and ordinances and other ordinances of record; (5) encroachments, if any, which do not materially affect the use of the Unit herein referenced (the "Purchased Unit") as a residence; (6) leases and licenses affecting the Common Elements of the Condominium within which the Purchased Unit is located; (7) easements, agreements, conditions, covenants, and restrictions of record, which do not materially affect the use of the Purchased Unit as a residence; (8) rights of the public, the City of Chicago and State of Illinois in and to that part of the land taken and used for alleys, roads and highways, if any; (9) acts done or suffered by Grantee or anyone claiming by, through or under Grantee; (10) Reciprocal Easement and Operating Agreement dated September 25, 2009 and recorded September 25, 2009 as Document No. 0926818077 made by and between Monroe/Wabash Development, LLC and Monroe/Wabash SAIC, LLC (its successors, grantees and assigns), as the same may be amended from time to time; (11) Easement Agreement dated as of September 9, 2005 entered into by Monroe/Wabash Development, LLC and The Art Institute of Chicago and recorded in the Office of the Cook County Recorder of Deeds on September 9, 2005 as Document No. 0525232121 (as the same may be amended from time to time); (12) Agreement of Restrictive Covenants dated as of October 20, 2005 with Gage Fee LLC and recorded in the Office of the Cook County Recorder of Deeds on October 21, 2005 as Document No. 0529434052 and rerecorded on October 26, 2005 as Document No. 0529919140 (as the same may be amended from time to time); (13) Skybridge and University Club Facility Easement Agreement entered into by Monroe/Wabash Development, LLC, University Club of Chicago and University Club Professional Building LLC, recorded with the Office of the Cook County Recorder of Deeds on May 19, 2006 as Document No. 0613922072, as amended by First Amendment to Skybridge and University Club Facility Easement Agreement executed by Monroe/Wabash Development, LLC, Monroe/Wabash U-Club LLC, University Club of Chicago and University Club Professional Building LLC (their successors, grantees and assigns) dated September 25, 2009 and recorded September 25, 2009 as Document No. 0926818078 (as the same may be amended from time to time); (14) Memorandum relating to Chilled Water Service Agreement dated as of January 3, 2006 and recorded June 14, 2006 as Document No. 0616510159 made by MDE Thermal Technologies, Inc. and Monroe/Wabash Development, LLC; (15) Party wall agreement recorded March 3, 1967 as Document No. 20076621; (16) Agreement dated January 2, 1874 and recorded July 9, 1875 as Document No. 38180 made between Edward H. Hadduck and Laurin P. Hilliard for a Party Wall between the land and Lot 7 in Block 1 aforesaid as supplemented by instrument recorded November 30, 1878 as Document No. 203025 between J. Van Inwagen and E. H. Hadduck; (17) Development Rights Allocation Agreement dated September 8, 2005 by and between The Art Institute of Chicago and Monroe/Wabash Development, LLC recorded September 9, 2005 as Document No. 0525232119;

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(18) Memorandum of Understanding dated September 9, 2005 by and between The Art Institute of Chicago and Monroe/Wabash Development, LLC recorded September 9, 2005 as Document No 0525232120; (19) Landmark Designation Ordinance adopted by the City of Chicago designating the "Jewelers Row District" as a Chicago Landmark recorded October 14, 2003 as Document No. 0328732025, and all recorded notices relating thereto; (20) Agreement of Restrictive Covenants made and entered into April 30, 2006 and recorded May 19, 2006 as Document No. 0613922071 by and among University Club of Chicago, University Club Professional Building LLC and Monroe/Wabash Development, LLC; (21) Terms of Special Service Area No. 12 as disclosed by ordinance recorded as Document No. 91075841, and such additional taxes under the terms of said ordinance and subsequent related ordinances; (22) rights of adjoining owners, their licensees and invitees in and to the alley along the East 9 feet of the land hereinabove described for ingress and egress, utility services, municipal access, emergency vehicles, trash removal and similar uses; and (23) liens and other matters of title over which Near North National Title Corporation has insured at Grantor's expense.

PROPERTY of Cook County Clerk's Office

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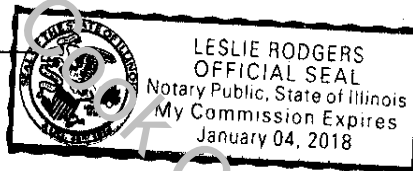
## STATEMENT BY GRANTOR AND GRANTEE

The grantors or their agent affirms that, to the best of his knowledge, the names of the grantees shown on the attached 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: 8/12/15 Signature: *Mark M. Anderson*  
Mark M. Anderson, Grantors' Agent

Subscribed and sworn to before me  
this 12 day of August, 2015.

*Leslie Rodgers*  
Notary Public



The grantees or their agent affirms that, to the best of his knowledge, the name of the grantees shown on the attached 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: 8/12/15 Signature: *Mark M. Anderson*  
Mark M. Anderson, Grantees' Agent

Subscribed and sworn to before me  
this 12 day of August, 2015.

*Leslie Rodgers*  
Notary Public

