

This Instrument Prepared by:
Jeffrey S. Arnold.
Rudnick & Wolfe
203 North LaSalle Street
Suite 1800
Chicago, Illinois 60601



99820846

After Recording Return to:
Howard Goldblatt, Esq.
10 South LaSalle Street
Suite 2900
Chicago, Illinois 60603

Send Subsequent Tax Bills to:

This space reserved for Recorder's use only.

JOHN C. O'DRUMKE SR.
57 W. 15TH STREET, UNIT D
CHICAGO, IL 60605

SPECIAL WARRANTY DEED
IN TRUST

This Indenture is made as of the 24th day of August, 1999, between **Burnham Station, L.L.C., an Illinois limited liability company ("Grantor")**, whose address is 3101 North Greenview, Chicago, Illinois 60657, and **Standard Bank and Trust Company, as Trustee under Trust Agreement dated January 10, 1992 and known as Trust No. 13141 ("Grantee")**, whose address is 2400 West 95th Street, Evergreen Park, Illinois;

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:

Parcel 1:

Unit No. 57D in Burnham Station II Condominium, as delineated on and defined on the plat of survey of the following described parcel of real estate: That part of Lot 41 in Wilder's South Addition to Chicago in Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, also, that part of Lots 34, 35, 36, 37, 38, 39 and 40 in Wilder's South Addition and part of Blocks 31, 32 and 33 in Assessor's Second Division of the East fractional Northeast 1/4 of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows: Beginning at the Southwest corner of Block 33 in Assessor's Second Division, said Southwest corner deeded as being 205.30 feet North of the South line of the Northeast 1/4 of said Section 21; thence North 0°9'20" West along the West line of said Block 33 in Assessor's Second Division, 168.45 feet to an intersection with the Northwesterly line conveyed to the Atchison, Topeka and Santa Fe Railway Company per Document No. 3053547; thence North 57°8'33" East along said Northwesterly line 241.89 feet to a deflection point; thence North 55°53'33" East along said Northwesterly line, 160.35

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feet to a point on the East line of said Lot 34 which is 25.95 feet South of the Northeast corner of said Lot 34; thence South $0^{\circ}12'20''$ East along the East line of said Lots 34, 35, 36, 37, 38, 39 and 40, a distance of 323.94 feet to the Southeast corner of said Lot 40; thence South $89^{\circ}53'10''$ West along the South line of said Lot 40, a distance of 114.35 feet, thence South $0^{\circ}1'3''$ East along the East line of said Block 33 in Assessor's Second Division, 65.0 feet; thence South $89^{\circ}54'25''$ West along the South line of said Block 33, a distance of 222.34 feet to the point of beginning, excepting that part of said Block 33 described as follows: beginning at the Southwest corner of said Block 33, deeded as being 205.30 feet North of the South line of the Northeast 1/4 of said Section 21; thence North $0^{\circ}9'20''$ West along the West line of said Block 33, a distance of 168.45 feet, thence North $87^{\circ}8'33''$ East a distance of 16.0 feet; thence Southerly a distance of 177.54 feet to a point on the South line of said Block 33, which is 4.02 feet East of the Southwest corner of said Block 33; thence West along the South line of said Block 33 a distance of 4.02 feet to the point of beginning described as follows: Commencing at a point on the South line of Lot 41, 108.06 feet West of the Southeast corner; thence North $0^{\circ}6'46''$ East, 144.35 feet to the place of beginning; thence North $0^{\circ}8'55''$ West, 74.30 feet; thence North $89^{\circ}57'44''$ West, 106.51 feet; thence South $0^{\circ}12'12''$ East, 74.21 feet; thence South $89^{\circ}59'21''$ East, 106.43 feet to the place of beginning, all in Cook County, Illinois.

And

That part of Lot 41 in Wilder's South Addition to Chicago in Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, and, that part of Lots 34, 35, 36, 37, 38, 39 and 40 in Wilder's South Addition and part of Blocks 31, 32 and 33 in Assessor's Second Division of the East fractional Northeast 1/4 of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows: Beginning at the Southwest corner of Block 33 in Assessor's Second Division, said Southwest corner deeded as being 205.30 feet North of the South line of the Northeast 1/4 of said Section 21; thence North $0^{\circ}9'20''$ West along the West line of said Block 33 in Assessor's Second Division, 168.45 feet to an intersection with the Northwesterly line conveyed to the Atkinson, Topeka and Santa Fe Railway Company per Document No. 3053547; thence North $57^{\circ}8'33''$ East along said Northwesterly line 241.89 feet to a deflection point; thence North $55^{\circ}53'33''$ East along said Northwesterly line, 160.35 feet to a point on the East line of said Lot 34 which is 25.95 feet South of the Northeast corner of said Lot 34; thence South $0^{\circ}12'20''$ East along the East line of said Lots 34, 35, 36, 37, 38, 39 and 40, a distance of 323.94 feet to the Southeast corner of said Lot 40; thence South $89^{\circ}53'10''$ West along the South line of said Lot 40, a distance of 114.35 feet, thence South $0^{\circ}1'3''$ East along the East line of said Block 33 in Assessor's Second Division, 65.0 feet; thence South $89^{\circ}54'25''$ West along the South line of said Block 33, a distance of 222.34 feet to the point of beginning, excepting that part of said Block 33 described as follows: beginning at the Southwest corner of said Block 33, deeded as being 205.30 feet North of the South line of the Northeast 1/4 of said Section 21; thence North $0^{\circ}9'20''$ West along the West line of said Block 33, a distance of 168.45 feet, thence North $87^{\circ}8'33''$ East a distance of 16.0 feet; thence Southerly a distance of 177.54 feet to a point on the South line of said Block 33, which is 4.02 feet East of the Southwest corner of said Block 33; thence West along the South line of said Block 33 a distance of 4.02 feet to the point of beginning described as follows: Commencing at a point on the South line of Lot 41, 108.06 feet West of the Southeast corner; thence North $0^{\circ}6'36''$ East, 23.13 feet to

the place of beginning; thence continuing along the last described bearing, 73.97 feet; thence North 89°56'8" West, 106.60 feet; thence South 0°3'1" East, 74.16 feet; thence North 89°57'44" East, 106.39 feet to the place of beginning, in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded 8/25, 1999 as Document No. 99811484, as amended from time to time, together with its undivided percentage interest in the common elements.

Parcel 2:

Easement for ingress and egress for the benefit of Parcels 1 and 2 aforesaid, as set forth in the Declaration of Easements, Restrictions and Covenants for Burnham Station Master Association recorded August 25 as Document Number 99811483, as amended from time to time.

Commonly known as Unit 57D, 57 W. 15th Street, Chicago, Illinois. Part of PINs 17-21-210-094, and 096.

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, 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: (a) general real estate taxes not due and payable at the time of Closing; (b) the Condominium Property Act; (c) the Declaration, including all amendments and exhibits; (d) Declaration of Easements, Restrictions and Covenants for Burnham Station Master Association; (e) applicable zoning and building laws and ordinances; (f) covenants, conditions and restrictions of record; (g) private, public and utility easements; (h) Reservation of Easement for Railroad Track and Drainage Purposes contained in Deed from Burlington Northern Railroad Company to American National Bank and Trust Company of Chicago, as Trustee under a Trust Agreement dated August 7, 1990, and

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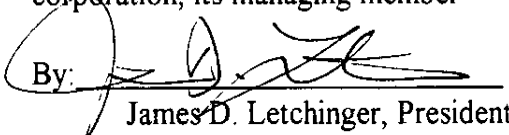
known as Trust No. 112442-09, recorded April 10, 1992 as Document No. 92477713; (i) rights, if any, of persons providing private television services; (j) acts done or suffered by Grantee or anyone claiming by, through or under Grantee; and (k) any other matters which shall be insured over by Near North National Title Corporation; provided none of the foregoing materially adversely affect the use and maintenance of the Unit as a single family residence or underly any improvements..

The trust powers and authority are recited on Exhibit A attached hereto.


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


BURNHAM STATION, L.L.C., an Illinois limited liability company

By: JDL Development Corp., an Illinois corporation, its managing member

By: 
James D. Letchinger, President

City of Chicago  Real Estate
Dept. of Revenue Transfer Stamp
210656 \$3,393.75
08/27/1999 08:59 Batch 06521 8

STATE OF ILLINOIS
CITY TAX  AUG. 27. 99
COOK COUNTY
0000003237 REAL ESTATE TRANSFER TAX
0045250
FP326659

COOK COUNTY
COUNTY TAX  AUG. 27. 99
REVENUE STAMP
0000006676 REAL ESTATE TRANSFER TAX
0022625
FP326670

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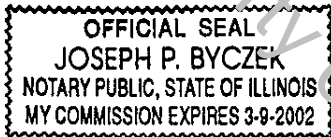
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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I, JOSEPH P. BYCZEK, a Notary Public in and for the County and State aforesaid, do hereby certify that James D. Letchinger, President of JDL Development Corp., the managing member of Burnham Station, L.L.C., an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act, and as the free and voluntary act of such limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24th day of August, 1999.



Joseph P. Byczek
Notary Public

My Commission Expires:

3/9/02

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EXHIBIT "A"

To have and to hold the said premises with the appurtenances, upon the trusts and for uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, 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 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 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 in 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 99 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 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 mortgaged 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 complied 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 estate 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 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 some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee 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.

The interest of each and every beneficiary hereunder 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 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 the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust" or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such cases made and provided.