NON 182

SPECIAL WARRANTY DEED UNOFFICIAL COP 334628

4229/0269 66 001 Page 1 of 5 1999-04-07 15:24:48 Cook County Recorder 29.00



The above space reserved for Recorder's use only.

THIS INDENTURE, made this 26 day of FEBRUARY, 1999, between OLYMPIA LOFTS, L.L.C., an Illinois limited liability company, duly authorized to transact business in the State of Illinois, party of the first part, AND ***

party of the second part, WITNESSETH, that the party of the first part, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the party of the second part, and to his/her/their heirs and assigns, FOREVER, all the following described real estate, situated in the County of Cook and Socie of Illinois known and legally described on Exhibit A attached hereto.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim, or demand whatsoever, of the party of the first part, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances; TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the party of the second part, his/her/their here and assigns forever.

And the party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the party of the second part, his/her/their heirs and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND DEFEND, subject to those exceptions listed on Exhibit A attached hereto.

***AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 23, 1999, AND KNOWN AS TRUST NUMBER 124880-03

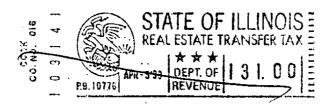
BOX 333-CTI

6

No ABSTUCK

UNOFFICIAL COPY

99334628



Cook County

REAL ESTATE TRANSACTION TAX

STAMP APR STATE

FB. 11427

* CITY OF CHICAGO *

* BEAL ESTATE TRANSACTION TAX

* DEPT. UI

* REVENUE APR-2'99

* BR.11187

UNOFFICIAL COPY99334628

IN WITNESS WHEREOF, said party of the first part has caused the seal of its authorized signatory to be hereto affixed, and has caused its name to be signed to these presents, the day and year first written above.

OLYMPIA LOFTS, L.L.C., an Illinois limited liability company

By: Authorized Signatory of the Managers of **OLYMPIA LOFTS**, **L.L.C.**. an Illinois limited liability company

Day Od alo	
By: Cloid Le	·
Name: Al O'Donnell	
Title: Authorized Signatory	
- C/A	
0.5	

STATE OF ILLINOIS
COUNTY OF COOK

I, Carol J. Taxman, a Notary Public in and for the scill County, in the State aforesaid, DO HEREBY CERTIFY that A Donnel, personally known to me to be the person designated as Authorized Signatory by the Managers of OLYMPIA LOFTS, L.L.C., an Illinois limited liability company and 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 as such Authorized Signatory, he signed to delivered the said instrument pursuant to authority, given by the Managers of OLYMPIA LOFTS, L.L.C., an illinois limited liability company as their free and voluntary act, and the free and voluntary act and deed of said limit diability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24th day of February, 1999

Commission expires: July 3, 2000

Notary Public

COMMISSION EXPIRES 7/3/2000

This instrument was prepared by: Carol J. Taxman, Ltd., 707 Skokie Boulevard, Suite 600, Northbrook, Illinois 60062

MAIL TO: Stephen Dixon, 72 S LaGrange Rd, Ste. 10, LaGrange, IL 60525

SEND SUBSEQUENT TAX BILLS TO: Ilona Rubas, Unit 607, 843 W. Adams Street, Chicago, IL 60607

UNOFFICIAL COPY

99334628

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

UNIT 607 IN THE OLYMPIA LOFTS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 1, 2 AND 3 (EXCEPT THE WEST 9 FEET THEREOF TAKEN FOR ALLEY) IN BLOCK 12 IN DUNCAN'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE FAST ½ OF THE NORTHEAST 1/4 OF SECTION 17, 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 RECORDED AS DOCUMENT NUMBER - 08050503, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF S-607A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER - 08050503.

Subject to: (a) general real estate taxes for the previous and current year not then due and for subsequent years, including taxes which may accrue by reason of new or additional improvements during the year of Closing; (b) special taxes or assessments for improvements not yet completed; (c) easements, covenants, restrictions, agreements, conditions and building lines of record and party wall rights; (d) the Illinois Condominium Property Act; (e) the Plat; (f) terms, provisions and conditions of the Condominium Documents, including all amendments and exhibits thereto; (g) applicable zoning and building laws and ordinances; (h) easements, if any; (i) unrecorded public utility easements, if any; (j) party of the second part's mortgage, if any; (k) plats of dedication and plats of subdivision and covenants thereon; (l) acts done or suffered by or judgments against party of the second part, or anyone claiming under party of the second part; (m) liens and other matters of title over which Chicago Title Insurance Company, is willing to insure without cost to party of the second part; and (n) encroachments, if any. The Tenant of the Unit had no right of First Refusal.

Party of the first part also hereby grants to the party of the second part, his/her/their successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easement for the benefit of said property set forth in the Declaration of Condominium, aforesaid, and the party of the first part 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 cont and in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

COMMON ADDRESS:

Unit 607, 843 West Adams, Chicago, Illinois 60607

P.I.N.:

17-17-221-010-0000

UNOFFICIAL COP 1628

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, to 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 praesent or in future, and upon any terms and for any period of 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, he 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 expectancy of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every used, 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 Registrar of Titles of said county) reging upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust cated 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.

Trust Company of Chicago, individually or as Trustee, nor its successors 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 attorneys may do or omit to do in or about the said real estate or under the provisions of this Doed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any 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 their 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 comprations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filling for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and construction 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 hereinder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in earnings, avairs any proceeds thereof as aforesaid, the intention hereof being to vest in said American National Bank and Trust Company of Chicago the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the above real estate 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 case made and provided.