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1999-04-19 15:57:23

Cook County Recorder

27.50



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NW-ML
N98019777

SPECIAL WARRANTY DEED

THIS INSTRUMENT, made this 12th day of April, 1999 between 1516 Wabash Associates, Inc., an Illinois corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, party of the first part and **COLE TAYLOR BANK as Trustee under the provisions of a certain Trust Agreement dated the 24th day of November, 1998, and known as Trust Number 98-8116** party of the second party, WITNESSETH, that the party of the first part, for and in consideration of the sum of TEN & 00/100 Dollars and other good and valuable consideration in hand paid, by the party of the second party, the receipt whereof is hereby acknowledged, by these presents does hereby **REMISE, RELEASE, ALIEN AND CONVEY** unto the party of the second part, **FOREVER**, all the following described real estate, situated in the County of Kane and State of Illinois known and described as follows to wit:

PARCEL A:

UNIT 702 IN LANDMARK LOFTS CONDOMINIUM AS DELINEATED AND DEFINED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

PARCEL 1:

LOT 6 IN BLOCK 25 IN THE ASSESSOR'S DIVISION OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 5 IN BLOCK 25 IN THE ASSESSORS DIVISION OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22 AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE SOUTH 8.7 FEET OF LOT 2 (EXCEPT THE WEST 19 FEET THEREOF) AND LOTS 3 AND 4 (EXCEPT THE WEST 19 FEET THEREOF) IN BLOCK 25 IN ASSESSORS DIVISION OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST LINE OF WABASH AVENUE AT A POINT 567.7 FEET NORTH OF THE SOUTH LINE OF SAID FRACTIONAL 1/4 SECTION AND RUNNING NORTH 55 FEET; THENCE WEST 170 1/2 FEET MORE OR LESS TO THE EAST LINE OF A 20 FOOT ALLEY; THENCE SOUTH 55 FEET; THENCE EAST TO THE PLACE OF BEGINNING (EXCEPT FROM THE ABOVE DESCRIBED LAND THE WEST 9 FEET THEREOF) IN CHICAGO, COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 8, 1998 AS DOCUMENT NUMBER 08114042, AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL B:

THE EXCLUSIVE RIGHT TO THE USE OF **PARKING SPACE 45 ASSIGNED TO UNIT 702**, LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID.

THE TENANT OF THIS UNIT WAIVED OR FAILED TO EXERCISE THE RIGHT OF FIRST REFUSAL

GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID 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, RESTRICTION AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

This Deed is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declarations the same as though the provision of said Declaration were recited and stipulated at length herein.

P.I.N. 17-22-106-042; 043; 044; 045 and 046

TO HAVE AND TO HOLD the said premises as above described, unto the party of the second part, 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, and successors, 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 it **WILL WARRANT AND DEFEND**, the said premises against all persons lawfully claiming, or to claim the same, by, through or under it, subject only to:

TO HAVE AND TO 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.

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 and 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 considerations to convey said real estate or any part thereof to a successors in trust and to grant to such successor or successors in trust all the title of 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, 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 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 applications 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, whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

This conveyance is made upon the express understanding and condition that neither **COLE TAYLOR BANK**, 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 attorneys 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 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 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 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 the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said **COLE TAYLOR BANK**. The entire legal and equitable title in fee simple, in and to all of the real estate above described.

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, and successors, 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 it **WILL WARRANT AND DEFEND**, the said premises against all persons lawfully claiming, or to claim the same, by, through or under it, subject only to:

SUBJECT ONLY TO: (a) covenants, conditions and restrictions of record; (b) terms, provisions, covenants and conditions of the Declaration and all amendments, if any, thereto; (c) private, public and utility easements, including any easements established by or implied from the Declaration or amendments thereto and roads and highways, if any; (d) party wall rights and agreements, if any; (e) limitations and conditions imposed by the Illinois Condominium Property Act ("Act") and/or the Chicago Condominium Conversion Ordinance ("Code"); (f) special taxes or assessments for improvements not yet completed; (g) any unconfirmed special tax or assessments; (h) installments not due at the date hereof for any special tax or assessment for improvements heretofore completed; (i) general taxes for the year 1998 and subsequent years; (j) installments due after the Closing (as hereinafter defined) of assessments established pursuant to the Declaration; (k)

(intentionally deleted) (l) applicable zoning and building laws and ordinances and other ordinances of record; (m) encroachments, if any; (n) acts done or suffered by Buyer or anyone claiming by, through or under Buyer; (o) leases and licenses affecting the common elements; and (p) building lines and restrictions.

IN WITNESS WHEREOF, said party of the first part of its general partner has caused its name to be signed to these presents by its ~~Treasurer~~ President and attested by its Assistant Secretary, the date and year first above written.

1516 Wabash Associates, Inc.
an Illinois corporation

ATTEST:

BY: *Allen Kremin*
TREASURER

BY: *Sharon Anderson-Cox*

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that ALLEN KREMIN Personally known to me to be the TREAS. ~~President~~ of the Rehab Associates V, Inc. An Illinois corporation, and Sharon Anderson-Cox personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such TREAS. ~~President~~ and Assistant Secretary, they signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal on this 5th day of February, 1999.

Mary V. Cooper
Notary Public



This instrument was prepared by: The Inland Group, Inc., Law Department, 2901 Southfield Oak Brook, IL 60523

Address of Property: 1516 Wabash Avenue, Unit 702, Chicago, Illinois

Send Subsequent Tax Bills to:

MAIL TO: James G Ward 211 W. Wesley Street # 200
Wheaton IL 60187
Cole Taylor Bank, Land Trust Department, 850 West Jackson Boulevard, Chicago, IL 60607

to forward to

City of Chicago Real Estate
Dept. of Revenue Transfer Stamp
202119 \$1,811.25
04/19/1999 14:50 Batch 7256 93



STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
APR 19 '99 DEPT. OF REVENUE 241.50



Cook County
REAL ESTATE TRANSACTION TAX
REVENUE STAMP APR 19 '99 120.75



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OFFICIAL SEAL
MARY V COOPER
COUNTY CLERK
COOK COUNTY
JANUARY 1999