



0323233246

Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 08/20/2003 11:29 AM Pg: 1 of 3

WARRANTY DEED

THE GRANTOR

250 East Pearson, L.L.C., a limited liability company 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, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other valuable consideration in hand paid, **GRANTS, WARRANTS and CONVEYS** to

Joseph Alioto and Marilyn Alioto
not as Tenants in Common, but as Joint Tenants with the right of survivorship
1007 Franklin, River Forest, Illinois 60305

See Exhibit "A" attached hereto and made a part hereof (the "Real Estate").

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 Real Estate set forth in that certain The Pearson Condominiums Declaration of Condominium ("Declaration") 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 said Declaration were recited and stipulated at length herein.

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 Grantor, either in law or equity, of, in and to the Real Estate, with the hereditaments and appurtenances: **TO HAVE AND TO HOLD** the Real Estate as above described, with the appurtenances, unto Grantee, his heirs and assigns forever.

And the Grantor, for itself, and its successors and assigns, does covenant, promise and agree, to and with the Grantee, its successors and assigns, that during the period that Grantor has owned title to Real Estate, it has not done or suffered to be done anything whereby the Real Estate hereby granted are, or may be, in any manner encumbered or charged except for those items listed on Exhibit "A" attached hereof (the "Permitted Exceptions"); and that, subject to the Permitted Exceptions, the Grantor will warrant and forever defend the Real Estate.

MAIL TO:

SEND SUBSEQUENT TAX BILLS TO:

Phillip Krasny, Esq.
Schlesinger & Krasny, Ltd.
(Name)
150 N. Wacker Drive, Suite #2460
(Address)
Chicago, Illinois 60606
(City, State & Zip)

Joseph Alioto and Marilyn Alioto
(Name)
250 East Pearson Street, Unit #1206, Chicago, Illinois 60611
(Address) (City, State & Zip)

BOX 333-CTI

CC 0300031 CTIC CUBA 1074

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In Witness Whereof, said Grantor has caused its name to be signed to these presents by its duly authorized Member this 20th day of July, 2003.

250 East Pearson, L.L.C.

By: Lake Shore, L.L.C., its
sole Member

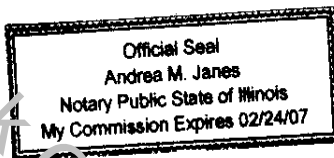
By: LR Development Company LLC, its
sole Member

By: [Signature]
Its: Senior Vice President

STATE OF ILLINOIS, COUNTY OF COOK. I, the undersigned, a Notary Public, in the County and State aforesaid, **DO HEREBY CERTIFY**, THAT Stephen F. Galler, Senior Vice President of LR Development Company LLC, a Delaware limited liability company, as sole Member of Lake Shore, L.L.C., an Illinois limited liability company, as sole Member of 250 East Pearson, 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 severally acknowledged that he signed, on behalf of said limited liability company, on behalf of said limited liability company, on behalf of said limited liability company for the uses and purposes therein set forth.

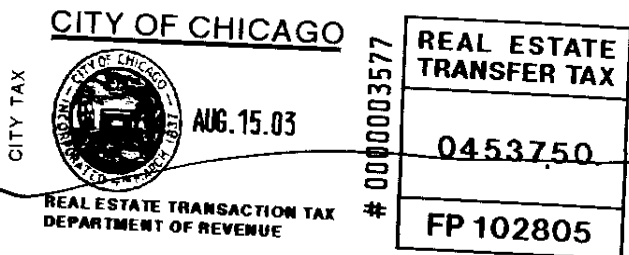
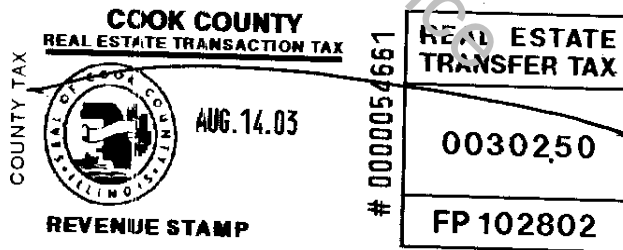
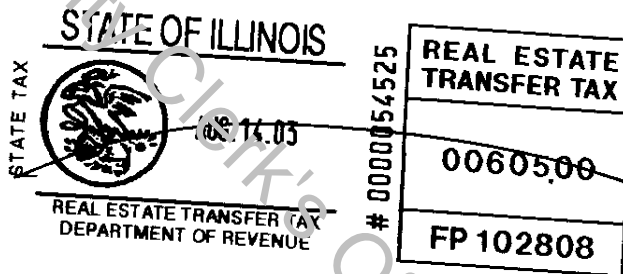
Given under my hand and official seal, this 20th day of July, 2003.

[Signature]
NOTARY PUBLIC



Commission expires 8.24.07

This instrument was prepared by Stephen F. Galler, Esq., 350 W. Hubbard, Suite 301, Chicago, Illinois 60610



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EXHIBIT "A" TO WARRANTY DEED

PARCEL 1: UNIT 1206 IN THE PEARSON CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 4, 6, 7, 8 IN THE RESIDENCES ON LAKE SHORE PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF LOTS 91 TO 98 IN LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCKS 14 AND 20 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0317834093 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF P-57 AND SG-3, LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM AFORESAID.

This deed is subject to the following permitted exceptions:

- (1) Current, non-delinquent real estate taxes for 2002 and real estate taxes for subsequent years;
- (2) Special municipal taxes or assessments for improvements not yet completed and unconfirmed special municipal taxes or assessments except for circulator tax, if any;
- (3) The Declaration including all amendments and exhibits thereto;
- (4) Public, private and utility easements, including without limitation (a) any easements established by, or implied from, the Declaration and any amendments thereto and/or (b) that certain Reciprocal Easement Agreement dated as of June 25, 2003 and recorded with the Recorder on June 27, 2003 as Document No. 0317834090 and any amendments thereto, relating to the adjacent parking garage located at 275 East Chestnut (herein, the "**Northwestern Reciprocal Easement Agreement**"), and/or (c) that certain Declaration of Covenants, Conditions, Restrictions and Easements dated as of July 25, 2003 and recorded with the Recorder on July 27, 2003 as Document No. 0317834091 and any amendments thereto, relating to the property located at 270 East Pearson (herein, the "**270 Reciprocal Easement Agreement**"), and/or (d) that certain Declaration of Covenants, Conditions, Restrictions and Easements dated as of June 25, 2003 and recorded on June 27, 2003 as Document No. 0317834092 and any amendments thereto, relating to the property located at 840 North Lake Shore Drive (herein, the "**840 Reciprocal Easement Agreement**") and/or (e) the various easement agreements which are described in the Property Report in connection with the initial conveyance of the Condominium Unit and any amendments to such easement agreements;
- (5) Covenants, conditions, and restrictions of record;
- (6) Applicable zoning and building laws, ordinances and restrictions;
- (7) Roads and highways, if any;
- (8) Limitations and conditions imposed by the Act;
- (9) Encroachments, if any, which do not materially, adversely impair the use and enjoyment of the Condominium Unit as a residence or the Parking Space(s), if any, as a parking space for one passenger vehicle;
- (10) Matters over which the Title Company is willing to insure;
- (11) Acts done or suffered by Grantee or anyone claiming by, through or under Grantee;
- (12) Grantee's mortgage, if any; and
- (13) Leases, licenses and management agreements affecting the Parking Space(s), if any, and /or the Common Elements.

Address of the Real Estate: The Pearson Condominiums
250 East Pearson Street, Unit #1206, Chicago, Illinois 60611

PIN: 17-03-228-026-0000 (affects subject property and other land)