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This Instrument Prepared by:

Stephen F. Galler, Esq.
840 Lake Shore Drive, L.L.C.
350 West Hubbard Street, Suite #301
Chicago, Illinois 60610



Doc#: 0417401000
Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 06/22/2004 08:15 AM Pg: 1 of 6

After Recording Return to:

Michael Brown, Esq.
Brown Udel & Pomerantz, LTD
1332 N. Halsted St., Suite 100
Chicago, Illinois 60622

Send Subsequent Tax Bills to:

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE ONLY

Larry Scott Fields Trust Dated March 21, 1986 and Marilyn Ruth Fields Trust Dated March 21, 1986, as joint tenants with the right of survivorship
2008 North Cleveland, Chicago, Illinois 60614

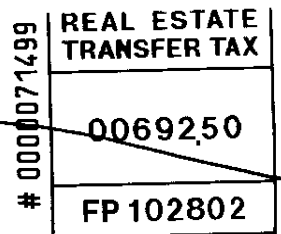
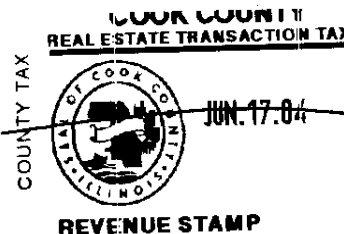
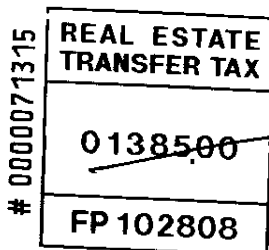
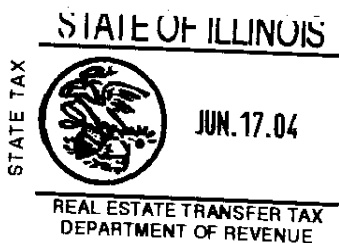
ASSIGNMENT AND SPECIAL WARRANTY DEED IN TRUST

THIS ASSIGNMENT AND SPECIAL WARRANTY DEED IN TRUST ("Assignment and Deed") is made as of the 14th day of April, 2004, between 840 Lake Shore Drive, L.L.C. ("Grantor"), whose address is 350 West Hubbard Street, Suite #301, Chicago, Illinois 60610, and Larry Scott Fields Trust Dated March 21, 1986 and Marilyn Ruth Fields Trust Dated March 21, 1986, as joint tenants with the right of survivorship ("Grantee") whose address is 2008 North Cleveland, Chicago, Illinois 60614.

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 **ASSIGN, GRANT, BARGAIN, SELL AND CONVEY** with special warranty covenants unto Grantee, and its successors and assigns, **FOREVER**, all of Grantor's right, title and interest in and to the various estates described in Exhibit "A" attached hereto and made a part hereof (collectively, the "Premises").

Grantor also hereby grants to Grantee, its successors and assigns, as rights and easements appurtenant to the above described Premises, the right and easements for the benefit of the property set forth in that certain the Declaration of Condominium recorded September 11, 2003 as Document No. 0325432161, as amended from time to time (the "Declaration"), 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 Assignment and 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. The Trustee shall have the rights and benefits set forth in Exhibit A-1 attached hereto and made a part hereof.



Handwritten notes on the left margin: "Daw", "AC0401280", and "CTIC JMK Woodley".

Handwritten circled "6" and an arrow pointing to the right.

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TOGETHER WITH all hereditaments and appurtenances thereunto belonging, or in anyway appertaining, and the reversion or reversions, remainder, 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: (1) real estate taxes not yet due and real estate taxes for years subsequent to the year of the Date of Closing; (2) special assessments related to a potential central area circulator; (3) the terms and provisions of the Declaration and any amendments thereto; (4) the terms and provisions of that certain Ground Lease dated July 31, 2000 between Northwestern University, as lessor, and Grantor, as lessee, recorded on August 2, 2000 as Document No. 00524668, and re-recorded on August 11, 2000 as Document 00614550, including any amendments thereto or assignments or sublease thereof (herein collectively, the "**Ground Lease**"); (5) 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 Declaration of Covenants, Conditions, Restrictions and Easements dated as of June 25, 2007 and recorded on June 27, 2003 as Document No. 0317834092 and any amendments thereto, relating to the property located at 250 East Pearson (herein, the "**250 Reciprocal Easement Agreement**"), and/or (c) that certain Declaration of Covenants, Conditions, Restrictions and Easements dated as of September 5, 2003 and recorded on September 11, 2003 as Document No. 0325432159 and any amendments thereto, relating to the property located at 270 East Pearson (herein the "**270 Reciprocal Easement Agreement**") and/or (d) that certain Reciprocal Easement Agreement dated as of September 5, 2003 and recorded on September 11, 2003 as Document No. 0325432160 and any amendments thereto, relating to the property located at 850 North Lake Shore Drive (hereinafter, the "**850 Reciprocal Easement Agreement**") and/or (e) the various easement agreements which are described in the Property Report delivered to Grantee in connection with the conveyance being effectuated hereby and any amendments to such easement agreements shall not materially adversely affect the quiet use and enjoyment of the Property as a residential condominium; (6) covenants, conditions and restrictions of record shall not materially adversely affect the quiet use and enjoyment of the Property as a residential condominium; (7) applicable zoning and building laws, ordinances and restrictions shall not materially adversely affect the quiet use and enjoyment of the Property a residential condominium; (8) roads and highways, if any; (9) limitations and conditions imposed by the Illinois Condominium Property Act, as amended from time to time; (10) encroachments, if any, which do not materially, adversely impair the use and enjoyment of the Residential Unit as a residence and each Parking Unit as a parking area for the parking of one passenger vehicle; (11) instalments due after the date hereof for assessments established pursuant to the Declaration; (12) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of delivery of this instrument and which Grantor shall so remove at that time by using the funds to be paid upon delivery of this instrument; (13) matters over which Chicago Title Insurance Company has insured over in its owner's policy issued to Grantee; (14) acts done or suffered by Grantee or anyone claiming by, through or under Grantee; (15) Grantee's mortgage, if any; (16) leases, licenses and managements agreements affecting the Common Elements (as defined in the Declaration); and (17) the terms and provisions of the Unit Subleases being conveyed hereby, which are described in Exhibit "A" attached hereto.

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

840 LAKE SHORE DRIVE, L.L.C.

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

By: LR Development Company LLC, its
sole Member

By: *[Signature]*
Its: Authorized Agent

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Andrea M. Janes, a Notary Public in and for the County and State aforesaid, do hereby certify that Stephen F. Galler, as Senior Vice-President of LR Development Company LLC, as sole member of Lake Shore, L.L.C., as sole member of 840 Lake Shore Drive, L.L.C., 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, on behalf of such limited liability company, on behalf of such limited liability company, for the uses and purposes therein set forth.

GIVEN, under my hand and notarial seal this 14th day of April, 2004.

[Signature]
Notary Public

My Commission Expires:

February 24, 2007

"OFFICIAL SEAL"
ANDREA M. JANES
Notary Public, State of Illinois
My Commission Expires 02/24/2007

City of Chicago
Dept. of Revenue
339426



Real Estate
Transfer Stamp
\$10,387.50

05/17/2004 13:59 Batch 07215 112

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EXHIBIT "A" LEGAL DESCRIPTION OF PREMISES

PARCEL 1: UNITS #1403, P73 AND P124 IN THE 840 NORTH LAKE SHORE DRIVE CONDOMINIUM (AS HEREINAFTER DESCRIBED) TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, WHICH UNITS AND COMMON ELEMENTS ARE COMPRISED OF:

(A) THE LEASEHOLD ESTATE, CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: NORTHWESTERN UNIVERSITY, A CORPORATION OF ILLINOIS, AS LESSOR, AND 840 LAKE SHORE DRIVE, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, AS LESSEE, DATED AS OF JUNE 31, 2000, WHICH LEASE WAS RECORDED AUGUST 2, 2000 AS DOCUMENT 000584668, AND RE-RECORDED AUGUST 11, 2000 AS DOCUMENT NUMBER 00614550, AND AS AMENDED BY AMENDMENT TO GROUND LEASE RECORDED MARCH 2, 2001 AS DOCUMENT NUMBER 0010169901 AND SECOND AMENDMENT TO GROUND LEASE RECORDED SEPTEMBER 11, 2003 AS DOCUMENT NUMBER 0325432158, AND BY UNIT SUBLEASES RECORDED SEPTEMBER 12, 2003 AS DOCUMENT NUMBERS 0325542189, 0325542294 AND 0325542345, WHICH LEASE, AS AMENDED, DEMISES THE LAND (AS HERINAFTER DESCRIBED) FOR A TERM OF 99 YEARS COMMENCING JULY 31, 2000 (EXCEPT THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE LAND); AND

(B) OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE FOLLOWING DESCRIBED LAND: CERTAIN LOTS 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 0325432161, AS AMENDED FROM TIME TO TIME, 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-34, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM AFORESAID.

Common Address: 840 North Lake Shore Drive, Unit #1403
Chicago, Illinois 60611

PIN #'s: 17-03-228-029-8002 and 17-03-228-026-000 (affects subject property and other land)

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EXHIBIT A-1

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 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 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 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, 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) 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 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.

This conveyance is made upon the express understanding and condition that neither Grantee, 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 earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Grantee 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.