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Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 07/15/2004 11:48 AM Pg: 1 of 6

After Recording, Mail To:

Robert Block
Attorney at Law
730 N. LaSalle, Suite 500
Chicago, Illinois 60610

Handwritten notes: 1/2, W&J, 10/20/04, 1/2

PARTIAL ASSIGNMENT AND ASSUMPTION OF GROUND LEASE
AND SPECIAL WARRANTY DEED

This Partial Assignment and Assumption of Ground Lease and Special Warranty Deed ("This Agreement") is made as of this 17 day of April, 2004 by and between Richard M. DeFreitas and Shellee L. DeFreitas, 3120 S. Indiana, Unit 205, Chicago, Illinois 60616 ("Assignors/Grantors"), and David Harbin and John Bash, 1322 S. Prairie, Chicago, Illinois 60605 ("Assignees/Grantees").

Assignors/Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Grantees/Assignees, the receipt of which is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY, AND ASSIGN, unto Assignees/Grantees, not in Tenancy in Common, but in JOINT TENANCY, with rights of survivorship:

That certain Condominium Unit No. 3120-205, situated in the County of Cook and State of Illinois known and described on Exhibit "A" attached hereto and made a part hereof ("the Unit"), together with


Its undivided interest in and to all Common Elements, including an undivided interest in and to the Leasehold Estate created under that certain Ground Lease for Michigan Place dated December 7, 1999 between Illinois Institute of Technology, an Illinois non-for-profit corporation, as Lessor, and Michigan Place LLC, as Lessee, recorded by the Cook County Recorder of Deeds on February 29, 2000 ad Document No. 00-147967 including all amendments and exhibits thereto ("the Ground Lease") (and together with the exclusive right to use and enjoy the Limited Common Elements appurtenant to the Unit) allocable to the Unit pursuant to and in accordance with the provisions of the Declaration of Condominium Ownership and Easements, Restrictions, Covenants and By-Laws for Michigan Indiana Condominium dated February 23, 2001 and recorded by the Cook County Recorder of Deeds on March 15, 2001 as Document No. 001-0205852, as the same may have been amended from time to time (as so amended, "the Declaration"), together with

All and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits

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STATE OF ILLINOIS
 STATE TAX

 JUN.-8.04
 REAL ESTATE TRANSFER TAX
 DEPARTMENT OF REVENUE


0000000000
 1970707000

REAL ESTATE TRANSFER TAX
00233.00
FP 102808

COOK COUNTY
 COUNTY TAX
 REAL ESTATE TRANSACTION TAX

 JUN.-8.04
 REVENUE STAMP

0001070950

REAL ESTATE TRANSFER TAX
00116.50
FP 102802

CITY OF CHICAGO
 CITY TAX

 JUN.-8.04
 REAL ESTATE TRANSACTION TAX
 DEPARTMENT OF REVENUE

0000011923

REAL ESTATE TRANSFER TAX
01747.50
FP 102805

Property of Cook County Clerk's Office

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thereof, and all the estate, right, title, interest, claim or demand whatsoever of Assignor/Grantor, either in law or equity of, in and to the Unit, with the hereditaments and appurtenances

(collectively, "the Property"), TO HAVE AND TO HOLD the Unit, with the appurtenances, unto Assignees/Grantees.

And Assignor/Grantor, for itself and its successors, does covenant, promise and agree to and with Assignees/Grantees and their successors, that it has not done or suffered to be done anything whereby the Unit is, or may be, in any manner encumbered or charged, except as recited in this Agreement and that it will WARRANT AND DEFEND the Unit against all persons lawfully claiming or to claim the same, by, through, or under it, subject only to:

(1) current general real estate taxes, taxes for subsequent years and special taxes or assessments; (2) the Illinois Condominium Property Act; (3) the Declaration, including all amendments and exhibits thereto; (4) the Ground Lease; (5) applicable zoning, planned development and building laws and ordinances and other ordinances of record; (6) acts done or suffered by Assignees/Grantees or anyone claiming by, through or under Assignees/Grantees; (7) covenants, conditions, agreements, building lines and restrictions of record as of the closing; (8) easements recorded at any time prior to closing, including any easements established by or implied from the Declaration or amendments thereto and any easements provided therefor; (9) rights of the public, the local municipality and adjoining contiguous owners to use and have maintained any drainage ditches, feeders, laterals and water detention basins located in or service the Property; (10) roads or highways, if any; (11) Assignees/Grantee's mortgage, if any; (12) liens, encroachments and other matters over which Chicago Title Insurance Company is willing to insure at Assignor/Grantor's expense; and (13) liens or encumbrances of a definite or ascertainable amount which may be removed at the time of closing by payment of money at the time of closing.

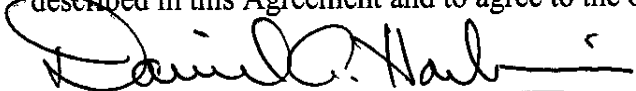
The conveyance of the Unit is not (and shall not be deemed to be) a conveyance of fee simple title to any of the Property other than the Unit.

Assignees/Grantees, by their acceptance and execution of this Agreement, hereby expressly agree to assume (on a non-recourse basis) all rights and obligations of the Lessee pursuant to the terms of the Ground Lease, with respect to the Unit being conveyed and assigned by this Agreement to Assignees/Grantees (including the obligation to pay in accordance with the Ground Lease, all Ground Rent, Taxes and other amounts due to Lessor under the Ground Lease and to perform all of the terms, covenants, conditions, agreements and obligations of Lessee to be performed or fulfilled under the Ground Lease with respect to the Unit being conveyed and assigned by this Agreement to Assignees/Grantees and with respect to the Common Elements in common with all of the other Unit Owners). The terms "Lessor", "Lessee", "Ground Rent", and "Unit Owners" as used in this paragraph shall be the meanings set forth in the Ground Lease. Assignees/Grantees further agree that the interests conveyed and assigned by this Agreement as the Unit are not and shall not be separately transferable, and any attempted conveyance or assignment of one or more (but less than all) of such interests comprising the Unit shall be deemed to be a conveyance and assignment of all interests comprising the Unit.

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ACCEPTANCE AND ASSUMPTION BY ASSIGNEES/GRANTEES

The undersigned, Assignees/Grantees, hereby accept the conveyance of the Unit from Assignors/Grantors and join in the execution of this Agreement for the purpose of agreeing to assume those rights and obligations of the Lessee pursuant to the terms of the Ground Lease as described in this Agreement and to agree to the other terms and provisions of this Agreement.



David Harbin

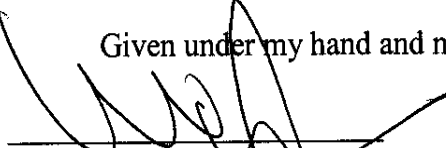


John Bash

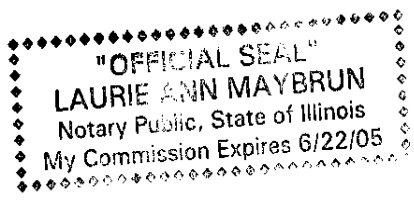
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that David Harbin and John Bash, 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 acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21 day of April, 2004.



Notary Public



Send subsequent tax bills to: David Harbin and John Bash
3120 S. Indiana, Unit 205
Chicago, Illinois 60616

Prepared By: Muentzer & Muentzer, 218 N. Jefferson St., Suite 400, Chicago, Illinois 60661

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1: UNIT NO 3120-205 IN THE MICHIGAN INDIANA PLACE CONDOMINIUM (AS HEREINAFTER DESCRIBED), TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, WHICH UNIT AND COMMON ELEMENTS ARE COMPRISED OF:

(A) THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1(H) OF THE CONDITIONS AND STIPULATIONS OF THE POLICY), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: ILLINOIS INSTITUTE OF TECHNOLOGY, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, AS LESSOR, AND MICHIGAN PLACE LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS LESSEE, DATED DECEMBER 7, 1999, WHICH LEASE WAS RECORDED FEBRUARY 29, 2000 AS DOCUMENT 00147967, AND ASSIGNMENT THERETO RECORDED SEPTEMBER 5, 2002 AS DOCUMENT NUMBER 0020974035 WHICH LEASE DEMISES THE LAND (AS HEREINAFTER DESCRIBED) FOR A TERM OF YEARS ENDING DECEMBER 31, 2098 (EXCEPT THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE LAND); AND

(B) OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE FOLLOWING DESCRIBED LAND:

CERTAIN PARTS OF BLOCK 1 IN CHARLES WALKER'S SUBDIVISION OF THAT PART NORTH OF THE SOUTH 60 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS DELINEATED ON A SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0010205852, AS AMENDED FROM TIME TO TIME, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF P-71 AND LCE-60, LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID.

Property commonly known as: 3120 S. Indiana, Unit 205, Chicago, Illinois 60616

Property Index Number: 17-34-102-051-1060