



This Instrument Prepared by:

Stephen F. Galler, Esq.
270 East Pearson, L.L.C.
350 West Hubbard Street, Suite #301
Chicago, Illinois 60610

Doc#: 0429935099
Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 10/25/2004 09:45 AM Pg: 1 of 6

After Recording Return to:

Mark R. Glickman, Esq.
3000 Dundee Road, Suite #311
Northbrook, Illinois 60062

Send Subsequent Tax Bills to:

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE ONLY

Jerome Seiden Revocable Trust
2525 North Greenview Road, Northbrook, Illinois 60062

ASSIGNMENT AND
SPECIAL WARRANTY DEED IN TRUST

THIS ASSIGNMENT AND SPECIAL WARRANTY DEED IN TRUST ("Assignment and Deed") is made as of the 10th day of September, 2004, between 270 East Pearson, L.L.C. ("**Grantor**"), whose address is 350 West Hubbard Street, Suite #301, Chicago, Illinois 60610, and Jerome Seiden Revocable Trust (the, "**Grantee**"), whose address is 2525 North Greenview Road, Northbrook, Illinois 60062.

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 rights and easements for the benefit of the property set forth in and that certain Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for the 270 East Pearson Garage Condominiums recorded May 20, 2004 as Document No. 0414131101 as subsequently 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.

McNallen
OTC 10/11 no abs
A 040401537

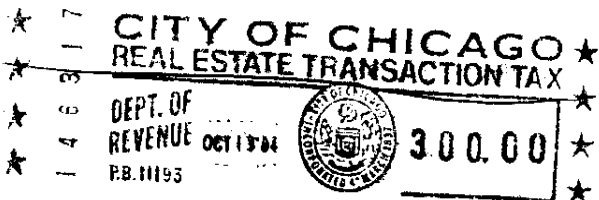
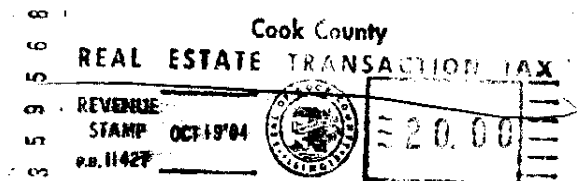
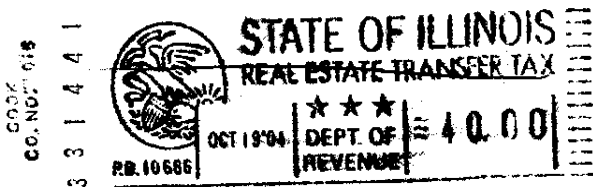
Box 333

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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) current, non-delinquent real estate taxes which are not yet due and payable as the date hereof 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; (3) the terms and provisions of the Declaration; (4) the terms and provisions of that certain Ground Lease dated as of May 20, 2004 between Northwestern University, as lessor, and Grantor, as lessee, recorded on May 20, 2004 as Document No. 0414131097, including any further amendments thereof or assignments or subleases thereof; (5) public, private and utility easements, including without limitation (a) any easements established by, or implied from, the Declaration, and/or (b) that certain Declaration of Covenants, Conditions, Restrictions and Easements dated as of May 20, 2004 and recorded on May 20, 2004 as Document No. 0414131098 and any amendments thereto, relating to relationship between Belvedere Property and 270 East Pearson Garage Property, and/or (c) 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 250 East Pearson, and/or (d) that certain Declaration of Covenants, Conditions, Restrictions and Easements dated as of September 5, 2003 and recorded on September 11, 2003 as Document No. 03254322159 and any amendments thereto, relating to the property located at 840 North Lake Shore Drive, and/or (e) that certain Reciprocal Easement Agreement dated as of May 20, 2004 and recorded on May 20, 2004 as Document No. 0414131099 and any amendments thereto, relating to the property located at 850 North Lake Shore Drive; (6) covenants, conditions and restrictions of record; (7) applicable zoning and building laws, ordinances and restrictions; (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 Parking Unit as a parking area for the parking of one passenger vehicle; (11) installments due after the date hereof for assessments established pursuant to the Declaration; (12) matters over which Chicago Title Insurance Company has insured over in its owner's policy issued to Grantee; (13) acts done or suffered by Grantee or anyone claiming by, through or under Grantee; (14) Grantee's mortgage, if any; (15) leases, licenses and managements agreements affecting the Common Elements (as defined in the Declarations); and (16) the terms and provisions of the Unit Sublease being conveyed hereby, which are described in Exhibit "A" attached hereto.



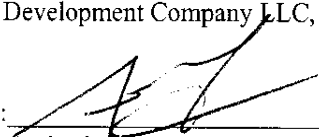
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IN WITNESS WHEREOF, Grantor has signed these presents as of the day and year first written above.

270 East Pearson, L.L.C.

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

By: LR Development Company LLC, its sole member

By: 
Its: Authorized Agent

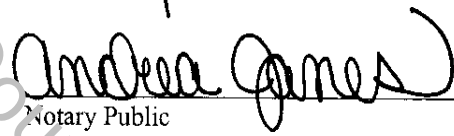
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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 270 East Pearson, 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 his 10th day of September, 2004.

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

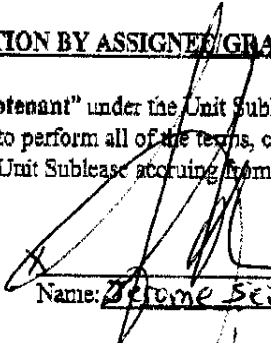
February 24, 2007


Notary Public

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ACCEPTANCE AND ASSUMPTION BY ASSIGNEE/GRANTEE

Grantee hereby assumes all obligations of Grantor, as "Subtenant" under the Unit Sublease accruing from and after the date of this Assignment and Deed, and Grantee agrees to perform all of the terms, covenants, conditions, agreements and obligations of the "Subtenant" under the Unit Sublease accruing from and after the date hereof.


 Name: Jerome Seiden, Trustee
 Name: _____
 Name: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

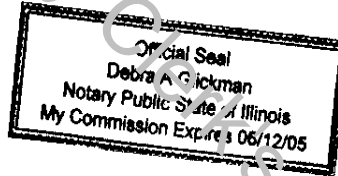
I, Debra Glickman a Notary Public in and for the County and State aforesaid, do hereby certify that Jerome Seiden, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed and delivered such instrument at his/her/their own free and voluntary act, [and as the free and voluntary act of such _____,] for the uses and purposes therein set forth.

GIVEN, under my hand and notarial seal, this 8th day of September, 2004

Debra Glickman
Notary Public

My Commission Expires:

6-12-05



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EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

PARCEL 1: UNIT P26 IN THE 270 EAST PEARSON GARAGE CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: (AS HEREINAFTER DESCRIBED) TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, WHICH UNIT AND COMMON ELEMENT ARE COMPRISED OF:

(A) THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.C. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: NORTHWESTERN UNIVERSITY, A CORPORATION OF ILLINOIS, AS LESSOR, AND 270 EAST PEARSON, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, AS LESSEE, DATED MAY 20, 2004, WHICH LEASE WAS RECORDED MAY 20, 2004 AS DOCUMENT 0414131097, AND BY UNIT SUBLEASE RECORDED MAY 21, 2004 AS DOCUMENT NUMBER 0414242218, WHICH LEASE, AS AMENDED, DEMISES THE LAND (AS HEREINAFTER DESCRIBED) FOR A TERM OF 95 YEARS COMMENCING MAY 2004 (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 MAY 2004 AS DOCUMENT NUMBER 0414131101, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, USE, ENJOYMENT AND SUPPORT AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AS DOCUMENT NUMBER 0414131098.

PARCEL 3: NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, USE, ENJOYMENT AND SUPPORT AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AS DOCUMENT NUMBER 0317834091.

Common Address: 270 East Pearson Street, Unit P26, Chicago, Illinois 60611

PIN #: 17-03-228-028-8002 (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 99 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.