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This Instrument Prepared By
(And after recording, please mail to:)
William S. McDowell, Jr.
Baker & McKenzie
130 East Randolph Drive
Chicago, Illinois 60601



Doc#: 0500618150
Eugene "Gene" Moore Fee: \$38.00
Cook County Recorder of Deeds
Date: 01/06/2005 01:22 PM Pg: 1 of 8

The Above Space For Recorder's Use Only

EXCHANGE OF PARKING SPACES AND AMENDMENT TO DECLARATION OF CONDOMINIUM

THIS EXCHANGE OF PARKING SPACES AND AMENDMENT TO DECLARATION OF CONDOMINIUM ("Exchange") is made by 530 Lake Shore Drive, LLC, an Illinois limited liability Company ("Declarant") and **Kallesh K. Shah and Deepti A. Singh** (collectively, "Unit Owner").

WHEREAS:

A. As of the date hereof, Declarant owns the Unit legally described in Exhibit A (the "Declarant Unit"), and Unit Owner owns Unit No. **1601** in 530 Lake Shore Drive Condominium legally described in Exhibit B hereto ("Owner's Unit");

B. As specified in paragraph 8(a) of the Declaration of Condominium Ownership for said condominium (the "Declaration"), Declarant is vested with the right to the exclusive use and enjoyment of all Parking Spaces (as defined in the Declaration) not transferred by Declarant to other Unit Owners (as defined in the Declaration) which, as of the date hereof, includes, *inter alia*, Parking Space Number **329** (the "**329** Space");

C. Declarant heretofore assigned to Unit Owner, as a Limited Common Element, the exclusive use and enjoyment of Parking Space Number **714** (the "**714** Space");

D. Declarant and Unit Owner have agreed to exchange their respective rights in the **329** Space and the **714** Space;

NOW, THEREFORE, in consideration of the premises and the payment made by Unit Owner to Declarant concurrently herewith (i) Declarant hereby transfers and assigns to Unit Owner as owner of Owner's Unit the exclusive right, as established pursuant to paragraph 8(a) of the Declaration, to use **329** Space, and (ii) Unit Owner hereby transfers and assigns to Declarant as Owner of the Declarant Unit the exclusive right, as established pursuant to paragraph 8(a) of the Declaration, to use the **714** Space, subject to the following provisions:

1. The transfers described above result in no change in the parties' proportional shares in the Common Elements (as defined in the Declaration).

2. The provisions of this Assignment shall run with the land and inure to the benefit of and be binding upon the successors to the interests of Unit Owner in Owner's Unit and Declarant in the Declarant Unit, respectively.

Box 28 McDowell

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3. This Assignment constitutes an amendment to the Declaration by all Unit Owners to the transfer and the consent thereto by all Unit Owners who have any right to use the 329 Space and the 714 Space.

4. Declarant represents and warrants to Unit Owner that except for the mortgage held by the mortgagee whose consent is attached hereto, the 329 Space being transferred to Unit Owner by Declarant is free and clear of any mortgages or other liens encumbering the said 329 Space.

5. Unit Owner represents and warrants to Declarant that except for the mortgage held by the mortgagee whose consent is attached hereto, the 714 Space being transferred to Declarant by Unit Owner is free and clear of any mortgages or other liens encumbering the said 714 Space.

6. This Exchange shall not become effective until it has been Recorded (as defined in the Declaration).

CERTIFICATE

Declarant certifies that a copy of this Assignment has been delivered to the Board of 530 Lake Shore Drive Condominium Association.

EXECUTED this 18th day of December, 2004.

530 LAKE SHORE DRIVE, LLC, an Illinois limited liability company

By: [Signature]
Richard L. Zisook, its Vice President

[Signature]
Kalpesh K. Shan

[Signature]
Deepti A. Singh

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on ~~September 16~~ ^{December} 2004 by Richard L. Zisook, as Vice President of 530 Lake Shore Drive, LLC.

Kathy McShane
Notary Public

My commission expires:



STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on ~~September 8~~ ^{December} 2004 by **Kalpesh K. Shah and Deepti A. Singh**

Amber M. Keeney
Notary Public

My commission expires:



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CONSENT OF MORTGAGEE OF UNIT OWNER

THE UNDERSIGNED, National City Mortgage for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as holder of the mortgage recorded October 19, 2004, as Document No. 0429333042 on the property legally described in Exhibit A to the foregoing exchange, does hereby consent to the execution and recording of said Exchange and agrees that the 714 Space described therein is released from and no longer subject to said mortgage.

IN WITNESS WHEREOF, the said National City Mortgage has caused this consent to be signed by its duly authorized officer on its behalf, as of the date thereof.

National City Mortgage Co.
Lender

By: Michael G. Potts
Name: Michael G. Potts
Title: Assistant Vice President

STATE OF ~~ILLINOIS~~ Ohio)
) SS.
COUNTY OF ~~COOK~~)
Montgomery

The foregoing instrument was acknowledged before me this 9 day of ~~September~~ November, 2004, by Michael G. Potts, as Asst. V.P., of NCMC, a national banking association.

Jennifer E. Neary
Notary Public Jennifer E. Neary
My commission expires: April 29, 2009



JENNIFER E. NEARY, Notary Public
In and for the State of Ohio
My Commission Expires April 29, 2009

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CONSENT OF MORTGAGEE OF UNIT OWNER

THE UNDERSIGNED, National City Bank of the Midwest, formerly known as National City Bank, for good and valuable consideration, the receipt of which is hereby acknowledged, and as holder of the mortgage recorded on January 2, 2004 in Document Number 0400220024 on the property legally described in Exhibit A to the foregoing exchange, does hereby consent to the execution and recording of said Exchange and agrees that the 714 Space described therein is released from and no longer subject to said mortgage.

IN WITNESS WHEREOF, the said National City Bank of the Midwest, formerly known as National City Bank, has caused this consent to be signed by its duly authorized officer on its behalf, as of the date thereof.

NATIONAL CITY BANK OF THE MIDWEST,
FORMERLY KNOWN AS NATIONAL CITY BANK

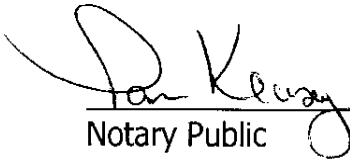
By: 

Name: Robert R. Wilson

Title: Assistant Vice President

STATE OF OHIO
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this 15 day of November, 2004, by Robert R. Wilson as Assistant Vice President of National City Bank of the Midwest, formerly known as National City Bank, a national banking association.


Notary Public



My Commission Expires:

PAM KEASEY
Notary Public, State of Ohio
My Commission Expires May 15, 2009

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EXHIBIT A

Legal Description of Declarant Unit

Unit G61 in 530 Lake Shore Drive Condominium as delineated on a survey of a parcel of land comprised of: The East ½ of Lot 43 in Circuit Court partition of the Ogden Estate Subdivision of part of Blocks 20, 31 and 32 in Kinzie Addition to Chicago in the North ½ of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; and Lot 44 in Circuit Court partition of Ogden Estates Subdivision of part of Blocks 20, 31, and 32 in Kinzie's Addition to Chicago in the North ½ of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, except that part hereof described as follows: Beginning at the Southeast corner of said Lot 44; thence West along the South line of said Lot a distance of 109.149 feet; thence northeasterly along a straight line which forms an angle of 30 degrees 02 minutes 48 seconds, as measured from the East to the Northeast from the last described line, a distance of 24.355 feet; thence East along a straight line, which forms an angle of 150 degrees as measured from the Southwest through the South and East to the Northeast from the last described line, a distance of 29.887 feet to a point of curve; thence Northeasterly along a curve concave to the Northwest and having a radius of 25.633 feet an arc distance of 36.567 to a point of tangency; thence Northeasterly along a straight line a distance of 75.639 feet to a point on the North line of said Lot, said point being 22.056 feet West of the Northeast corner of said Lot; thence East along said North line a distance of 22.056 feet to the Northeast corner of said Lot; thence South along the East line of said Lot to the point of beginning, in Cook County, Illinois, which survey (the "Plat") is attached as Exhibit "D" to the Declaration of Condominium Ownership for 530 Lake Shore Drive Condominium recorded in Cook County, Illinois on July 31, 2003 as Document No. 0321245006, all as amended by the First Amendment thereto dated June 18, 2004 and recorded in Cook County, Illinois on July 30, 2004 as Document No. 0421218058 (as so amended, the "Declaration"), together with its undivided percentage interest in the Common Elements.

Permanent Real Estate Index Declaration Numbers (Prior to recording Declaration): 17-10-211-013
17-10-211-014

Common Address: 530 North Lake Shore Drive, Unit G61, Chicago, Illinois 60611

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EXHIBIT B Legal Description of Unit 1601

Unit 1601 in 530 Lake Shore Drive Condominium as delineated on a survey of a parcel of land comprised of: The East ½ of Lot 43 in Circuit Court partition of the Ogden Estate Subdivision of part of Blocks 20, 31 and 32 in Kinzie Addition to Chicago in the North ½ of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; and Lot 44 in Circuit Court partition of Ogden Estates Subdivision of part of Blocks 20, 31, and 32 in Kinzie's Addition to Chicago in the North ½ of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, except that part hereof described as follows: Beginning at the Southeast corner of said Lot 44; thence West along the South line of said Lot a distance of 109.149 feet; thence northeasterly along a straight line which forms an angle of 30 degrees 02 minutes 48 seconds, as measured from the East to the Northeast from the last described line, a distance of 24.355 feet; thence East along a straight line, which forms an angle of 150 degrees as measured from the Southwest through the South and East to the Northeast from the last described line, a distance of 29.887 feet to a point of curve; thence Northeasterly along a curve concave to the Northwest and having a radius of 25.633 feet an arc distance of 36.567 to a point of tangency; thence Northeasterly along a straight line a distance of 75.639 feet to a point on the North line of said Lot, said point being 22.056 feet West of the Northeast corner of said Lot; thence East along said North line a distance of 22.056 feet to the Northeast corner of said Lot; thence South along the East line of said Lot to the point of beginning, in Cook County, Illinois, which survey (the "Plat") is attached as Exhibit "D" to the Declaration of Condominium Ownership for 530 Lake Shore Drive Condominium recorded in Cook County, Illinois on July 31, 2003 as Document No. 0321245006, all as amended by the First Amendment thereto dated June 18, 2004 and recorded in Cook County, Illinois on July 30, 2004 as Document No. 0421218058 (as so amended the "Declaration"), together with its undivided percentage interest in the Common Elements.

Permanent Real Estate Index Declaration Numbers (Prior to recording Declaration): 17-10-211-013
17-10-211-014

Common Address: 530 North Lake Shore Drive, Unit 1601, Chicago, Illinois 60611

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RECEIPT

The undersigned hereby acknowledges receipt of a copy of the foregoing Exchange on December 30, 2004.

Board of Directors of 530 Lake Shore Drive
Condominium Association

By: *Patrick J. Harper*

Printed Name: Patrick J. Harper

Title: President

Property of Cook County Clerk's Office