

# UNOFFICIAL COPY



0527933207

**This Instrument Prepared by:**

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

Doc#: 0527933207 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/06/2005 11:37 AM Pg: 1 of 4

**After Recording Return to:**

Richard J. Phelan and Barbara A. Phelan  
270 E. Pearson, Unit 1102  
Chicago, Illinois 60611

Send Subsequent Tax Bills to:

Richard J. Phelan and Barbara A. Phelan  
270 E. Pearson, Unit 1102  
Chicago, Illinois 60611

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE ONLY

**CITY OF CHICAGO**

CITY TAX



OCT.-5.05

REAL ESTATE TRANSACTION TAX  
DEPARTMENT OF REVENUE

REAL ESTATE TRANSFER TAX
0026250
FP 102805

# 0600005867

**ASSIGNMENT AND SPECIAL WARRANTY DEED**

**THIS ASSIGNMENT AND SPECIAL WARRANTY DEED** ("Assignment and Deed") is made as of the 30th day of September, 2005, between 270 East Pearson, L.L.C. ("Grantor"), whose address is 350 West Hubbard Street, Suite #301, Chicago, Illinois 60610, and Richard J. Phelan and Barbara A. Phelan (the, "Grantee"), whose address is 270 E. Pearson, Unit 1102, Chicago, Illinois 60611.

**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.

**BOX 334 CTI**

STATE TAX
STATE OF ILLINOIS
OCT.-5.05
REAL ESTATE TRANSFER TAX DEPARTMENT OF REVENUE

REAL ESTATE TRANSFER TAX
0003500
FP 102808

# 0000089712

COUNTY TAX
COOK COUNTY REAL ESTATE TRANSACTION TAX
OCT.-5.05
REVENUE STAMP

# 0000089936

REAL ESTATE TRANSFER TAX
0001750
FP 102802

AC0503191 Munder CTR 10/11/05

46

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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.

**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

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STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

I, Andrea 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.C.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 30<sup>th</sup> day of September, 2005.

Andrea Janes  
 Notary Public

My Commission Expires:

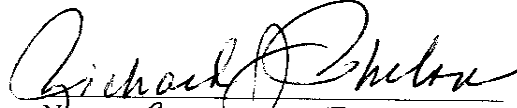
<p>“OFFICIAL SEAL”                  ANDREA M. JANES                  Notary Public, State of Illinois                  My Commission Expires 02/24/2007</p>
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## ACCEPTANCE AND ASSUMPTION BY ASSIGNEE/GRANTEE

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: RICHARD J. PHELAN

  
Name: BARBARA A. PHELAN

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK    )

I, TERESE REHMER, a Notary Public in and for the County and State aforesaid, do hereby certify that RICHARD J. + BARBARA A. PHELAN 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 as 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 10<sup>th</sup> day of Sept, 2005.

  
Notary Public

My Commission Expires:

