



Doc#: 0601942006 Fee: \$32.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/19/2006 07:58 AM Pg: 1 of 5

This Instrument Prepared by:

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

After Recording Return to:

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

Send Subsequent Tax Bills to:

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE ONLY

Bruce W. White and Elizabeth E. White  
840 North Lake Shore Drive, Unit 2601, Chicago, Illinois 60611

**ASSIGNMENT AND  
SPECIAL WARRANTY DEED**

**THIS ASSIGNMENT AND SPECIAL WARRANTY DEED ("Assignment and Deed")** is made as of the 14th day of December, 2005, between 840 Lake Shore Drive, L.L.C. ("**Grantor**"), whose address is 350 West Hubbard Street, Suite #301, Chicago, Illinois 60610, and Bruce W. White and Elizabeth E. White, husband and wife, not as Joint Tenants or Tenants in Common, but as Tenants by the Entirety ("**Grantee**") whose address is 1000 East 80th Place, Unit 600 North, Merrville, IN 46410.

**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.

**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

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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) the terms and provisions of the Declaration and any amendments thereto; (3) 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. 00584668, and re-recorded on August 11, 2000 as Document 00614550, including any amendments thereto or assignments or sublease thereof (herein collectively, the "**Ground Lease**"); (4) 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, 2003 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; (5) covenants, conditions and restrictions of record; (6) applicable zoning and building laws, ordinances and restrictions; (7) roads and highways, if any; (8) limitations and conditions imposed by the Illinois Condominium Property Act, as amended from time to time; (9) 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; (10) installments due after the date hereof for assessments established pursuant to the Declaration; (11) 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; (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 Declaration); and (16) the terms and provisions of the Unit Subleases 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.

**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: 

Its: Authorized Agent



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## ACCEPTANCE AND ASSUMPTION BY ASSIGNEE/GRANTEE

Grantee hereby assumes all obligations of Grantor, as "Subtenant" under the Unit Subleases 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 Subleases accruing from and after the date hereof.

*Elizabeth E. White*  
 Name: Elizabeth E. White  
*Bruce W. White*  
 By: Carol Ann Bowman, his attorney in fact  
 Name: Bruce W. White

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

I, Mary R Peterson, a Notary Public in and for the County and State aforesaid, do hereby certify that Elizabeth White, 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 14th day of December, 2005.

*Mary R Peterson*  
 \_\_\_\_\_  
 Notary Public

My Commission Expires: 4/8/08



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**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PREMISES**

PARCEL 1: UNIT 2601, P78, P79 AND P80 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 0325542222, 0325542299, 0325542300 AND 0325542301, 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-31, WS16 AND WS17 LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM AFORESAID.

Common Address: 840 North Lake Shore Drive, Unit #2601  
Chicago, Illinois 60611

PIN #'s: 17-03-228-033-4072 – Unit 2601  
17-03-228-033-4149 – Parking Unit P78  
17-03-228-033-4150– Parking Unit P79  
17-03-228-033-4151- Parking Unit P80