



Doc#: 0606842024 Fee: \$32.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 03/09/2006 09:39 AM Pg: 1 of 5

This instrument prepared by:  
Hughes & Associates, P.C.  
19815 Governors Hwy., Ste. 11  
Flossmoor, IL 60422

After recording return to:  
Richard S. Rosenstein  
55 East Monroe, Ste. 3850  
Chicago, IL 60603

Send subsequent tax bills to:  
Joan E. Clifford, Trustee  
120 N. LaSalle St., Ste. 3100  
Chicago, IL 60602

**ASSIGNMENT AND  
SPECIAL WARRANTY DEED**

**THIS ASSIGNMENT AND SPECIAL WARRANTY DEED** ("Assignment and Deed") is made as of the 30<sup>th</sup> day of January, 2006, between Park Tower 62, LLC, an Illinois limited liability company ("Grantor"), whose address is 1159 E. North Street, Bradley, IL 60915, and Joan E. Clifford, as Trustee of the Joan E. Clifford Declaration of Trust, dated May 15, 1991, or Successors in Trust ("Grantee"), whose address is 120 N. LaSalle Street, Suite 3100, Chicago, IL 60602;

**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 the following described real estate, situated in the County of Cook and State of Illinois:

PARCEL 1: UNITS 2502, P92, P94 AND P95 IN THE 840 NORTH LAKE SHORE DRIVE 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, 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, LLC, 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 SUBLEASE RECORDED SEPTEMBER 12, 2003 AS DOCUMENT NUMBER 0325542221, 0325542313, 0325542315 AND 0325542316, WHICH LEASE, AS AMENDED,

City of Chicago  
Dept. of Revenue



Real Estate  
Transfer Stamp

415213

\$25,230.00

01/31/2006 09:52 Batch 03180 37

Handwritten notes: 1/1, Park Tower 62, LLC, and 840 Lake Shore Drive, LLC

Handwritten initials: Ruth 3/3/4

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DEMISES THE LAND (AS HEREINAFTER 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; ACCORDING TO THE SURVEY THEREOF, 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-68, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM AFORESAID.

Common Address: 840 North Lake Shore Drive, Unit 2502, Chicago, IL 60611

P.I.N.s: 17-03-228-033-4071; 17-03-228-033-4166; 17-03-228-033-4163;  
and 17-03-228-033-4165

**TOGETHER WITH** all hereditaments and appurtenances thereunto belonging, or in any way appertaining, and the reversion or reversions, remainder or remainders, buildings, improvement, fixtures affixed or attached to, or situated upon or acquired or used in connection therewith, rents, issues and profits thereof, and all of 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 of 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 of Condominium Ownership recorded September 11, 2003 as Document No. 0325432161, as amended from time to time (herein, the "Declaration"); (4) the terms and provisions of that certain Ground Lease dated July 31, 2000 between

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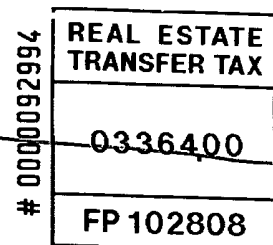
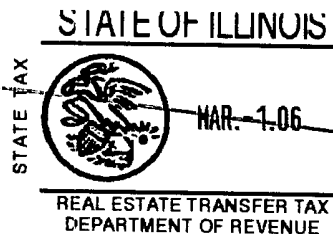
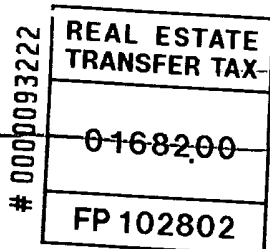
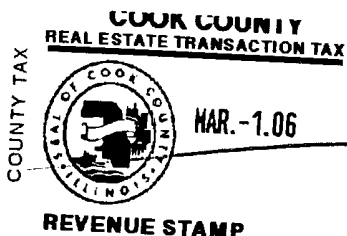
Northwestern University and 840 Lake Shore Drive, L.L.C., recorded on August 2, 2000 as Document No. 000584668, including any amendments thereto or assignments or subleases thereof (herein, the "Ground Lease"); (5) public, private and utility easements, including without limitation (a) any easements established by, or implied from, the Declaration and any amendments thereto and/or (b) that certain Reciprocal Easement Agreement recorded on September 11, 2003 as Document No. 0325432160 and any amendments thereto (herein, the "Reciprocal Easement Agreement"), and or (c) 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 agreements; (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 Residential Unit as a residence and Parking Units as a parking area for the parking of three passenger vehicles; (11) installments due after the date hereof for assessments established pursuant to the Declaration; ~~(12) 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;~~ (13) matters over which Chicago Title Insurance Company has insured over in its owner's policy issued to Grantee; (14) acts done or suffered by Grantee or anyone claiming by, through or under Grantee; (15) Grantee's mortgage, if any; (16) lease, licenses and management agreements affecting the Common Elements (as defined in the Declaration); and (17) the terms and provisions of the Unit Sublease for the Unit being conveyed hereby.

*Handwritten signature*  
UNB

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

**PARK TOWER 62, LLC**  
an Illinois limited liability company

By: *[Signature]*  
Dennis F. Nardoni, President  
Cap Estate North Development Corp  
Its: Member

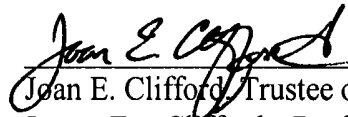




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## ACCEPTANCE AND ASSUMPTION BY GRANTEE

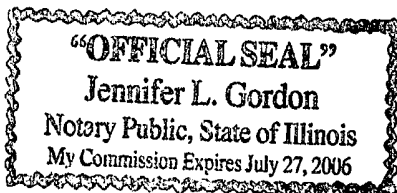
Grantee hereby assumes all obligations of Grantor under the Sublease accruing from and after the date of the Assignment and Deed, and Grantee agrees to perform all of the terms, covenants, conditions, agreements and obligations of the subtenant under the Sublease accruing from and after the date hereof.

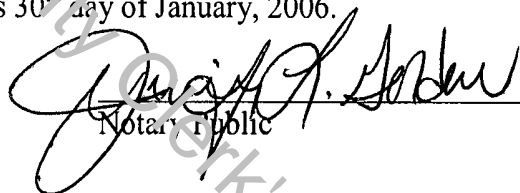
  
\_\_\_\_\_  
Joan E. Clifford Trustee of the  
Joan E. Clifford Declaration of  
Trust, dated May 15, 1991

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF Cook     )

I, Jennifer L. Gordon, a Notary Public in and for the County and state aforesaid, do hereby certify that Joan E. Clifford, as Trustee of the Joan E. Declaration of Trust dated May 12, 1991, personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered such instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30<sup>th</sup> day of January, 2006.



  
\_\_\_\_\_  
Notary Public