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UNOFFICIAL COMMISSION OF THE PROPERTY OF THE P

Doc#: 0727639134 Fee: \$32.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 10/03/2007 01:21 PM Pg: 1 of 5

This Instrument Prepared by:

Thomas O. Weeks, Esq. RS Pointe LLC 350 West Hubbard Street, Suite #300 Chicago, Illinois 60610

After Recording Return to:

John R. Keigher, Esq. Newman, Boyer & Statham, Ltd. 18400 Maple Creek Drive, Suite 500 Tinley Park, IL 60/.77

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE ONLY

Send Subsequent Tax Bills to.

Jeffrey L. Larson, Grace Larson, Gary N. Larson and Beth E. Larson 1075 West Roosevelt Road, Unit 403, Chicago, JL 60608

PARTY ASSIGNMENT OF GROUND LEASE AND SPECIAL WARRANTY DEED

THIS PARTIAL ASSIGNMENT OF GROUNT I EASE AND SPECIAL WARRANTY DEED ("Assignment and Deed") is made as of the 14th day of September, 2007, between RS Pointe LLC ("Grantor"), whose address is 350 West Hubbard Street, Suite #300, Chicago, Illinois 60610, and Jeffrey . Larson, Grace CHAIL Larson, Gary N. Larson and Beth E. Larson, ("Grantee"), whose address is 1801 Wheaton Court, Wheaton, IL 60187.

WITNESSETH, that Grantor, for and in consideration of the sum of Ter Dollars (\$10.00) and other good and valuable consideration in hand paid, by the Grantee, the receipt and stricelency 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 here of (collectively, the "Premises"), which consists of the condominium percentage interest ownership of (a) the buildings and improvements (pursuant to the Declaration, as hereinafter defined) located on the land, and (t) an undivided leasehold estate created by that certain Ground Lease by and between the Chicago Housing Authority, in Illinois municipal corporation, as Landlord, and Grantor, as Tenant, dated May 1, 2005, and recorded in the Office of the Cook County Recorder of Deeds on June 6, 2005 as Document No. 0515727115 and re-recorded June 16, 2005 as Document No. 0516745009 as the same may be amended from time to time (the "Ground Lease"), which Ground Lease demises the land for a term (the "Term") of ninety-nine (99) years beginning on May 1, 2005 and ending on April 30, 2104.

Grantor also hereby grants to Grantee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the right and easements for the benefit of the property set forth in the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for The Delano at Roosevelt Square Condominiums, 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.

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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 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 Granior, for itself, and its successors, does covenant, promise and agree to and with Grantee, its successors and as io is 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 FOR THE 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 and real estate taxes for subsequent years; (2) special municipal times or assessments for improvements not yet completed and unconfirmed special municipal taxes or assessments; (3) the terms and provisions of the Declaration and any amendments thereto; (4) the terms and provisions of the Ground Lease including any amendments thereto or assignments or subleases thereof; (5) public, private and utility easements, including any easements established by, or implied from, the Declaration and any amendments thereto; (6) covenants, cordi ions and restrictions of record; (7) applicable zoning and building laws, ordinances and restrictions; (8) roads and mu hways, if any; (9) limitations and conditions imposed by the Act; (10) encroachments, if any, which do not materially, adversely impair the use and enjoyment of the Condominium as a residence or the parking space, if any, as a parking space for one passenger vehicle; (11) installments due after the date of the closing for assessments established pursuant to the Declaration; (12) matters over which the title company is willing to insure; (13) acts done or suffered by Grantes c. anyone claiming by, through or under Grantee; (14) Grantee's mortgage, if any; and (15) leases, licenses and management agreements affecting the Parking Space, if any, and/or the Common Elements (as defined in the Declaration).

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



OCT.-2.07 REAL ESTATE TRANSACTION TAX

DEPARTMENT OF REVENUE

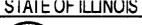
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OCT.-2.07

REAL ESTATE TRANSFER TAX DEPARTMENT OF REVENUE



RS POINTE L'AC,

an Illinois limited liability company

By: ABLA HOMES LLC. a Delaware limited liability company, its sole Member

> By: LR ABLA LLC, a Delaware limited liability co neany, its Manager

> > By: LR Development Company LLC, a Delaware limited liability company d/b/a Related Midwest LLC, its sole Member

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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 Jacalyn M. Guon, as Assistant Vice President of LR Development Company LLC, d/b/a Related Midwest LLC as sole member of LR ABLA LLC, as manager of ABLA HOMES LLC, as sole member of RS Pointe LLC, 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, urater my hand and notarial seal this 14th day of September, 2007.

OFFICIAL SEAL ANDREA JANES NOTARY PUBLIC, STATE OF ILLINOIS Of County Clert's Office MY COMMISSION EXPIRES 02-02-2011

My Commi

February 8, 2011

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EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

PARCEL 1: UNIT 403 IN THE DELANO AT ROOSEVELT SQUARE CONDOMINIUMS (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 (SAID LEASEHOLD 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: CHICAGO HOUSING AUTHORITY, AN ILLINOIS LIMITED LIABILITY COMPANY, AS LESSOR, AND RS POINTE LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS LESSOES, DATED AS OF MAY 1, 2005, WHICH LEASE WAS RECORDED JUNE 6, 2005 AS DOCUMENT NUMBER 6515727115, AND RE-RECORDED AS DOCUMENT 0516745099; WHICH LEASE AS AMENDED, DEMISES IMP LAND (AS HEREINAFTER DESCRIBED IN 1(B) BELOW) FOR A TERM OF 99 YEARS (EXCEPT THE BUILDINGS AND IMPROVEMENTS ON THE LAND);
- (B) OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE FOLLOWING DESCRIBED LAND: LOT 36 IN PLAT 2 ROOSEVELT SQUARE SUBDIVISION, A RESUBDIVISION OF BLOCKS 6, 7, AND PART OF 8 OF HENRY WALLER'S SUBDIVISION, PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 3 FOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS A FTACHED AS EXHIBIT "A-2" TO THE DECLARATION OF CONDOMINIUM, RECORDED AS DOCUMENT 1 UMBER 0620944043 AND AMENDED FROM TIME TO TIME, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF PIX AND S14, LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM AFORESAID.

PARCEL 3: NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER AND ACROSS LOT 37 IN PLAT 2 ROOSEVELT SCHARE SUBDIVISION AFORESAID, AS SET FORTH ON THE PLAT OF SAID SUBDIVISION RECOLUDED AS DOCUMENT NUMBER 0414831143 AND AS CREATED BY ACCESS EASEMENT AGREEMENT PECORDED JULY 28, 2006 AS DOCUMENT NUMBER 0620944042.

Common Address:

1075 West Roosevelt Road, Unit 403, Chicago, IL 606)8

Permanent Index Number(s):

17-20-200-068-0000 (affects subject property and other 1:0.1 for 2005 and

beyond)

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ACCEPTANCE BY ASSIGNEE/GRANTEE

Grantee hereby accepts the foregoing Assignment and Deed and agrees to perform all of the obligations of the "Tenant" under the Ground Lease which arise or accrue from and after the date hereof and which relate directly and exclusively to the maintenance, repair, use and occupancy of the Unit. Name: Name: STATE OF ILLINOIS COUNTY OF ary Public in and for the County and State aforesaid, do hereby personally known to me to be the same person(s) whose certify that subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that such instrument as his/ner their own free and voluntary act. [and as the free and full of the uses and purposes therein set forth. he/she/they signed and voluntary act of such 2007. GIVEN, under my hand and notarial seal this My Commission Expires: