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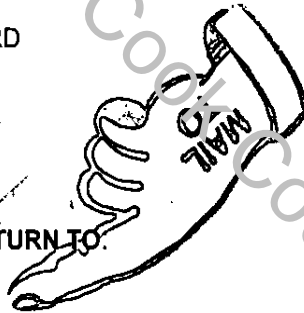


COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE

250108

PREPARED BY:

DANIEL E. FAJERSTEIN
MATLIN & FAJERSTEIN
555 SKOKIE BOULEVARD
SUITE 500
NORTHBROOK, ILLINOIS
60062



AFTER RECORDING, RETURN TO:

MICHAEL R. GRABILL
OLSON, GRABILL, HOFFMAN & FLITCRAFT
707 SKOKIE BOULEVARD
SUITE 420
NORTHBROOK, ILLINOIS
60062

**PARTIAL ASSIGNMENT AND ASSUMPTION OF GROUND LEASE
AND SPECIAL WARRANTY DEED**

This Partial Assignment and Assumption of Ground Lease and Special Warranty Deed (this "Agreement") is made as of this 3rd day of August, 2000, by and between **RKZ VENTURE GROUP, L.L.C.**, an Illinois limited liability company, whose address is 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631 ("Assignor/Grantor"), and **ROBERT L. JOHNS and JUDY G. JOHNS** whose address is 2204 Windsor, Richardson, Texas 75082 (Assignee/Grantee).

Assignor/Grantor, for and in consideration of the sum of Ten and No/Dollars (\$10.00) and other good and valuable consideration in hand paid by

910

Assignee/Grantee, the receipt of which is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY, AND ASSIGN, unto Assignee/Grantee, as husband and wife, not as Joint Tenants or as Tenants in Common but as Tenants by the Entirety, the Property, situated in the County of Cook and State of Illinois known and described as Exhibit "A" attached hereto and made a part hereof (collectively, the "Property").

Together with the exclusive right to use and enjoy the Limited Common Area appurtenant to the Building Site and legally described on Exhibit "B" attached hereto and by this reference made a part hereof (the "Limited Common Area"), in accordance with the provisions of the Declaration. Together with all and singular hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Assignor/Grantor, either in law or equity of, in and to the Property, with the hereditaments and appurtenances (but excluding fee simple title to the land):

TO HAVE AND TO HOLD, the Property, with the appurtenances, unto Assignee/Grantee.

And Assignor/Grantor, for itself and its successors, does covenant, promise and agree to and with Assignee/Grantee, and its successors, that it has not done or suffered to be done, anything whereby the Property is, or may be, in any manner encumbered or charged, except as recited in this Agreement; and that it WILL WARRANT AND DEFEND the Property against all persons lawfully claiming or to claim the same, by, through or under it, subject only to:

(1) general real estate taxes not due and payable as of the date of Closing; (2) the Ground Lease, including all amendments and exhibits; (3) the Declaration, including all amendments and exhibits; (4) applicable zoning and building laws and ordinances and other ordinances of record; (5) encroachments, if any; (6) acts done or suffered by Purchaser or anyone claiming by, through or under Purchaser; (7) utility easements, if any, whether recorded or unrecorded; (8) covenants, conditions, restrictions, easements, declarations and agreements of record, including, without limitation, those set forth on the Final Subdivision Plat and Final Planned Unit Development Plat of Royal Ridge recorded with the Office of the Recorder of Deeds of Cook County, Illinois on November 3, 1997 as Document No. 97818381 provided that such provisions will not materially affect the use of the premises; and (9) liens and other matters of title over which Ticor Title Insurance Company is willing to insure without cost to Assignee/Grantee.

The conveyance and assignment of the Property is not (and shall not be deemed to be) a conveyance of the fee simple title to the land.

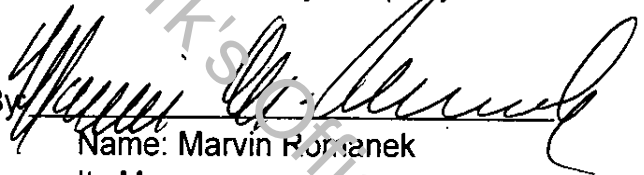
Assignee/Grantee, by its acceptance and execution of this Agreement, hereby expressly agrees to assume (on a non-recourse basis) all rights and obligations of the Lessee pursuant to the terms of the Ground Lease, with respect to the Property being conveyed and assigned by this Agreement to Assignee/Grantee (including the obligation to pay in accordance with Section 3.1(e) of the Ground Lease, 1/151 of the Ground Rent due to Lessor under the Ground Lease and to perform all of the terms, covenants, conditions, agreements and obligations of Lessee to be performed or fulfilled under the Ground Lease with respect to the Property being conveyed and assigned by this Agreement to Assignee/Grantee and with respect to the Common Area in common with all of the other Unit Owners). The terms "Lessee", "Ground Rent", "Common Area" and "Unit Owners" used in this paragraph shall have the meanings set forth in the Ground Lease. Assignee/Grantee further agrees that the interests conveyed and assigned by this Agreement as the Property are not and shall not be separately transferable, and any attempted conveyance or assignment of one or more (but less than all) of such interests comprising the Property shall be deemed to be a conveyance and assignment of all interests comprising the Property.

IN WITNESS WHEREOF, Assignor/Grantor has caused this Agreement to be executed and delivered as of the day and year first above written.

ASSIGNOR/GRANTOR:

RKZ VENTURE GROUP, L.L.C.,

an Illinois limited liability company

By 

Name: Marvin Romanek
Its Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, Laura Lee Shields, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Marvin M. Romanek as Manager of RKZ VENTURE GROUP, L.L.C., an Illinois limited company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager

appeared before me this day in person and acknowledged that he signed and delivered the instrument as his free and voluntary act and the free and voluntary act of such limited liability company, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 3rd day of August, 2000.

Laura Lee Shields

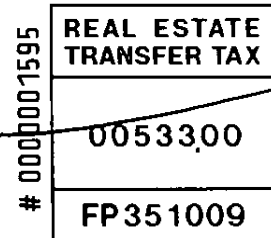
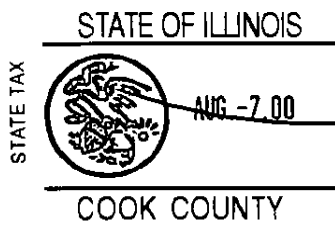
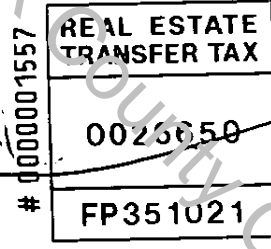
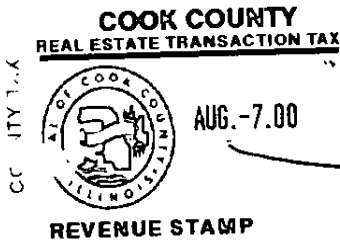
Notary Public

My Commission expires:



Send subsequent tax bills to:

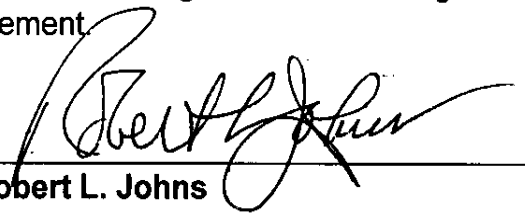
Robert L. Johns and Judy G. Johns
2068 Claridge Court
Northbrook, Illinois 60062

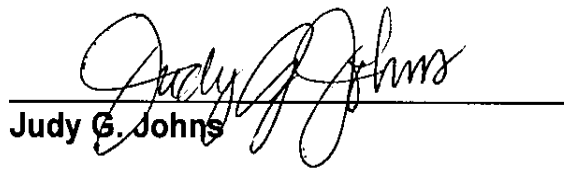


ACCEPTANCE AND ASSUMPTION BY ASSIGNEE/GRANTEE

The undersigned, Assignee/Grantee, hereby accepts the assignment of the Property from Assignor/Grantor and joins in the execution of this Agreement for the purpose of agreeing to assume those rights and obligations of the Lessee pursuant to the terms of the Ground Lease as described in this Agreement and to agree to the other terms and provisions of this Agreement.

Property of Cook County Clerk's Office


Robert L. Johns


Judy G. Johns

STATE OF ILLINOIS)
 SS)
COUNTY OF COOK)

I, the undersigned, a notary public, in and for the County and State aforesaid, DO HEREBY CERTIFY **Robert L. Johns and Judy G. Johns**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the instrument as their own free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 3rd day of August, 2000.


Notary Public

My Commission Expires:



LEGAL DESCRIPTION

EXHIBIT "A"

PARCEL I:

AN UNDIVIDED 1/151 INTEREST IN (I) THAT CERTAIN GROUND LEASE DATED AS OF NOVEMBER 22, 1996, BY AND BETWEEN COLE TAYLOR BANK, AS SUCCESSOR-TRUSTEE TO HARRIS TRUST AND SAVINGS BANK UNDER TRUST AGREEMENT DATED APRIL 29, 1991 AND KNOWN AS TRUST NO. 94707, AS LESSOR ("LESSOR"), AND ASSIGNOR/GRANTOR, AS LESSEE, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON DECEMBER 9, 1996 AS DOCUMENT NO. 96927871, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO GROUND LEASE DATED AS OF JANUARY 6, 1997 BY AND BETWEEN LESSOR AND ASSIGNOR/GRANTOR, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON FEBRUARY 28, 1997 AS DOCUMENT NO. 97141059, AS AMENDED BY THAT CERTAIN JOINDER TO GROUND LEASE DATED AS OF NOVEMBER 7, 1997 BY THE ROYAL RIDGE HOMEOWNERS ASSOCIATION, AN ILLINOIS NOT FOR PROFIT CORPORATION, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON NOVEMBER 12, 1997 AS DOCUMENT NO. 97846934, AND AS FURTHER AMENDED FROM TIME TO TIME (COLLECTIVELY, THE "GROUND LEASE"); AND (II) THE LEASEHOLD ESTATE IN THE PREMISES (THE "PREMISES"), LEGALLY DESCRIBED AS:

LOT 1 IN ROYAL RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF NORTHBROOK, COOK COUNTY, ILLINOIS, PURSUANT TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON NOVEMBER 3, 1997 AS DOCUMENT NO. 97818381.

COMMONLY KNOWN AS TECHNY PARCEL E-1 LOCATED ON THE EAST SIDE OF WAUKEGAN ROAD, SOUTH OF TECHNY ROAD, IN NORTHBROOK, ILLINOIS.

PERMANENT INDEX NUMBERS: 04-14-301-004 and 04-14-301-005

EACH WITH RESPECT SOLELY TO THE BUILDING SITE IDENTIFIED AND LEGALLY DESCRIBED AS FOLLOWS:

BUILDING SITE 32

THAT PART OF LOT 1 IN THE PLANNED UNIT DEVELOPMENT OF ROYAL RIDGE, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 3, 1997, AS DOCUMENT NUMBER 97818381, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 01 DEGREES 04 MINUTES 54 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 1325.92 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST, 1176.83 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A DUPLEX RESIDENCE (KNOWN AS 2068 AND 2076 CLARIDGE COURT) FOR A PLACE OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT FIVE (5) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 33 DEGREES 53 MINUTES 23 SECONDS EAST, 21.58 FEET; 2) SOUTH 56 DEGREES 06 MINUTES 37 SECONDS WEST, 25.42 FEET; 3) SOUTH 33 DEGREES 53 MINUTES 23 SECONDS EAST, 20.17 FEET; 4) NORTH 56 DEGREES 06 MINUTES 37 SECONDS EAST, 5.00 FEET; 5) SOUTH 33 DEGREES 53 MINUTES 23 SECONDS EAST, 7.03 FEET TO THE CENTERLINE OF A PARTY WALL; THENCE SOUTH 56 DEGREES 06 MINUTES 37 SECONDS WEST ALONG THE CENTERLINE OF SAID PARTY WALL FOR 52.82 FEET; THENCE ALONG A LINE FOLLOWING THE NEXT EIGHT (8) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE, 1) NORTH 33 DEGREES 53 MINUTES 23 SECONDS WEST, 17.25 FEET; 2) NORTH 56 DEGREES 06 MINUTES 37 SECONDS EAST, 8.04 FEET; 3) NORTH 33 DEGREES 53 MINUTES 23 SECONDS WEST, 4.00 FEET; 4) NORTH 56 DEGREES 06 MINUTES 37 SECONDS EAST, 2.00 FEET; 5) NORTH 33 DEGREES 53 MINUTES 23 SECONDS WEST, 10.92 FEET; 6) NORTH 11 DEGREES 06 MINUTES 37 SECONDS EAST, 7.54 FEET; 7) NORTH 56 DEGREES 06 MINUTES 37 SECONDS EAST, 2.37 FEET; 8) NORTH 33 DEGREES 53 MINUTES 23 SECONDS WEST, 11.33 FEET; THENCE NORTH 56 DEGREES 06 MINUTES 37 SECONDS EAST, 55.50 FEET TO THE PLACE OF BEGINNING (CONTAINING 2509 SQUARE FEET, IN COOK COUNTY, ILLINOIS (THE "BUILDING SITE") BUILDING SITE COMMONLY KNOWN AS 2068 CLARIDGE COURT, NORTHBROOK, ILLINOIS 60062.

PARCEL II:

FEE SIMPLE TITLE IN AND TO THE BUILDING AND ALL IMPROVEMENTS (BUT EXCLUDING THE LAND) LOCATED ON THE BUILDING SITE LEGALLY DESCRIBED HEREIN (INCLUDING ANY PORTION OF SUCH BUILDING AND IMPROVEMENTS WHICH IS LOCATED ON PORTIONS OF THE COMMON AREA (AS DEFINED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RIGHTS FOR THE ROYAL RIDGE SUBDIVISION DATED AS OF NOVEMBER 3, 1997, AND RECORDED WITH THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON NOVEMBER 3, 1997 AS DOCUMENT NO. 97820006 (THE "DECLARATION")), WHICH IMPROVEMENTS CONSIST OF A DWELLING UNIT (AS DEFINED IN THE DECLARATION); SUBJECT TO THE TERMS AND PROVISIONS OF THE GROUND LEASE.

PARCEL III:

EASEMENTS APPURTENANT TO PARCELS 1 AND 2 FOR THE BENEFIT OF SUCH PARCELS AS SET FORTH IN THE AFORESAID DECLARATION.

EXHIBIT "B"

LIMITED COMMON AREA FOR BUILDING SITE 32

THAT PART OF LOT 1 IN THE PLANNED UNIT DEVELOPMENT OF ROYAL RIDGE, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 3, 1997, AS DOCUMENT NUMBER 97818381, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 01 DEGREES 04 MINUTES 54 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 1325.92 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST, 1176.83 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A DUPLEX RESIDENCE (KNOWN AS 2068 AND 2076 CLARIDGE COURT); THENCE SOUTH 56 DEGREES 06 MINUTES 37 SECONDS WEST, ALONG A LINE COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE, 55.50 FEET, FOR A PLACE OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT SIX (6) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 33 DEGREES 53 MINUTES 23 SECONDS EAST, 11.33 FEET; 2) SOUTH 56 DEGREES 06 MINUTES 37 SECONDS WEST, 2.37 FEET; 3) SOUTH 11 DEGREES 06 MINUTES 37 SECONDS WEST, 7.54 FEET; 4) SOUTH 33 DEGREES 53 MINUTES 23 SECONDS EAST, 10.92 FEET; 5) SOUTH 56 DEGREES 06 MINUTES 37 SECONDS WEST, 2.00 FEET 6) SOUTH 33 DEGREES 53 MINUTES 23 SECONDS EAST, 4.00 FEET; THENCE SOUTH 56 DEGREES 06 MINUTES 37 SECONDS WEST, 8.04 FEET; THENCE NORTH 33 DEGREES 53 MINUTES 23 SECONDS WEST, 31.54 FEET; THENCE NORTH 56 DEGREES 06 MINUTES 37 SECONDS EAST, 17.75 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.