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Partial Assignment and Assumption of Ground Lease and Special Warranty Deed

This Partial Assignment and Assumption for Ground Lease and Special Warranty Deed (this

"Agreement") is made as of the 17th day of July, 2001, by and between STEVEN J. PRESSLING, of Northbrook, Illinois (Assignor/Grantor) and FIFTH THIRD BANK, (CHICAGO), a banking corporation duly organized and existing under the laws of the State of Michigan, as Trustee under the provisions of a certain Trust Agreement, dated the 3rd day of July, 2001, and known as Trust Number #4004126 ("Assignee/Grantee").

Assignor/Grantor, for an in consideration of the sum of Ten and No/Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee/Grantee, the receipt of which is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY, AND ASSIGN, unto Assignee/Grantee, 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 of 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 the 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, over which the Title Company is willing to insure without cost to Purchaser;
- (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.

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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. 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.

By: *Steven J. Pressling*  
Steven J. Pressling

Exempt under Provisions of Paragraph "E",  
Section 4, Real Estate Transfer Act.  
7/17/01 *Patricia Huisinga*  
Date Buyer, Seller, Representative

STATE OF ILLINOIS }  
   } SS  
COUNTY OF Cook                               }

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that **Steven J. Pressling**, 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, sealed and delivered the said instrument as his free and voluntary act, for the uses and purpose therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 17<sup>th</sup> day of July, 2001.

Commission expires JAN 31, 2005 *Patricia Huisinga* Notary Public



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*[Faint, illegible text]*

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## ACCEPTANCE AND ASSUMPTION BY ASSIGNEE/GRANTEE

The undersigned, Assignee/Grantee, hereby accepts the assignment of the Property from the Assignor/Grantor and joins in the execution of the 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.

FIFTH THIRD BANK, as Assignee/Grantee

By: Patricia Huisinga  
Trust Officer

State of Illinois            }  
  } ss.  
County of Stephenson    }

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Patricia Huisinga, Trust Officer of said Trust Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Officer, appeared before me this day in person and acknowledged that she signed and delivered the instrument as her own free and voluntary act, and as the free and voluntary act of said Trust Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 17th day of July, 2001.



Charlotte Jordan  
Notary Public

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TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways, or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 195 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change, or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease, or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trust conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof, as aforesaid, the intention hereof being to vest in said Fifth Third Bank, (Chicago), the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust", or "upon condition", or "with limitations", or words of similar import, in accordance with the statute in such case made and provided

Common Address: 908 Edgebrook, Northbrook, IL 60062  
Prepared by: Fifth Third Bank, (Chicago), P.O. Box 660, Freeport, IL 61032  
Mail recorded deed to: Fifth Third Bank, (Chicago) Trust #4004126, P.O. Box 660, Freeport, IL 61032  
Mail subsequent tax bills to: Fifth Third Bank, (Chicago) Trust #4004126, P.O. Box 660, Freeport, IL 61032

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## 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: *04-14-301-097*  
~~04-14-301-004 and 04-14-301-005~~

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

BUILDING SITE 90

BEING 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 1568.12 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 09 SECONDS WEST 430.83 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A RESIDENCE (KNOWN AS 908 EDGEBROOK LANE) FOR A PLACE OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT SEVENTEEN (17) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 01 DEGREES 47 MINUTES 53 SECONDS WEST, 59.00 FEET; 2) NORTH 88 DEGREES 12 MINUTES 07 SECONDS WEST, 22.00 FEET; 3) NORTH 01 DEGREES 47 MINUTES 53 SECONDS EAST, 11.67 FEET; 4) NORTH 88 DEGREES 12 MINUTES 07 SECONDS WEST, 3.29 FEET; 5) SOUTH 01 DEGREES 47 MINUTES 53 SECONDS WEST, 3.00 FEET; 6) NORTH 88 DEGREES 12 MINUTES 07 SECONDS WEST, 3.33 FEET; 7) NORTH 01 DEGREES 47 MINUTES 53 SECONDS EAST, 3.00 FEET; 8) NORTH 88 DEGREES 12 MINUTES 07 SECONDS WEST, 6.83 FEET; 9) SOUTH 01 DEGREES 47 MINUTES 53 SECONDS WEST, 3.00 FEET; 10) NORTH 88 DEGREES 12 MINUTES 07 SECONDS WEST, 3.33 FEET; 11) NORTH 01 DEGREES 47 MINUTES 53 SECONDS EAST, 3.00 FEET; 12) NORTH 88 DEGREES 12 MINUTES 07 SECONDS WEST, 11.64 FEET; 13) NORTH 01 DEGREES 47 MINUTES 53 SECONDS EAST, 47.33 FEET; 14) SOUTH 88 DEGREES 12 MINUTES 07 SECONDS EAST, 14.21 FEET; 15) NORTH 01 DEGREES 47 MINUTES 53 SECONDS EAST, 1.67 FEET; 16) SOUTH 88 DEGREES 12 MINUTES 07 SECONDS EAST, 23.87 FEET; 17) SOUTH 01 DEGREES 47 MINUTES 53 SECONDS WEST, 1.67 FEET; THENCE SOUTH 88 DEGREES 12 MINUTES 07 SECONDS EAST, 12.33 FEET TO THE PLACE OF BEGINNING, CONTAINING 2703 SQUARE FEET, IN COOK COUNTY, ILLINOIS (THE "BUILDING SITE") BUILDING SITE COMMONLY KNOWN AS 908 EDGEBROOK LANE, NORTHBROOK, ILLINOIS 60062.

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## 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.

Cook County Clerk's Office

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## EXHIBIT "B"

### LIMITED COMMON AREA FOR BUILDING SITE 90

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 1568.12 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 430.53 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A RESIDENCE (KNOWN AS 908 EDGEBROOK LANE); FOR A PLACE OF BEGINNING, THENCE ALONG A LINE FOLLOWING THE NEXT FOUR (4) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) NORTH 88 DEGREES 12 MINUTES 07 SECONDS WEST, 12.43 FEET; 2) NORTH 01 DEGREES 47 MINUTES 53 SECONDS EAST, 1.67 FEET; 3) NORTH 88 DEGREES 12 MINUTES 07 SECONDS WEST, 23.87 FEET; 4) SOUTH 01 DEGREES 47 MINUTES 53 SECONDS WEST, 1.67 FEET; THENCE NORTH 88 DEGREES 12 MINUTES 07 SECONDS WEST, 14.21 FEET; THENCE NORTH 01 DEGREES 47 MINUTES 53 SECONDS EAST, 10.00 FEET; THENCE SOUTH 88 DEGREES 12 MINUTES 07 SECONDS EAST, 50.41 FEET; THENCE SOUTH 01 DEGREES 47 MINUTES 53 SECONDS WEST, 10.00 FEET; TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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