

NT000730

This instrument was prepared by:

Kenneth S. Freedman
Attorney at Law
40 Skokie Boulevard
Northbrook, Illinois 60062



and after recording should be mailed to:

Andrew P. Maggio, Jr.
Maggio & Associates
7824 W. Belmont Avenue
Chicago, Illinois 60634

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE

(THE ABOVE SPACE RESERVED FOR RECORDING DATA)

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

This Partial Assignment and Assumption of Ground Lease and Warranty Deed (this "Agreement") is made as of November 30, 2001, by and between **DON H. NADICK**, married to **REGINA F. HOOKER**, of Northbrook, Illinois ("Assignor/Grantor"), and **CHARLES W. MARTIN** and **ELLA K. MARTIN**, of 4486 Normandy Court, Long Grove, Illinois 60047 ("Assignees/Grantees").

Assignor/Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration in hand paid by Assignees/Grantees, the receipt of which is hereby acknowledged, **WARRANTS AND CONVEYS, AND ASSIGNS** unto Assignees/Grantees, as husband and wife, not as joint tenants or tenants in common, but as *tenants by the entirety*, the Property, situated in the County of Cook and State of Illinois known and described on 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 (but excluding fee simple title to the land). 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):

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, **TO HAVE AND TO HOLD**, the Property, with the appurtenances, as husband and wife, not as joint tenants or tenants in common, but as *tenants by the entirety forever*.

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.

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND WARRANTY DEED IS SUBJECT 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; and (8) covenants, conditions, restrictions, easements, declarations and agreements of record including, without limitation, those set forth on the Final Subdivision

SP

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.

Assignees/Grantees, by their acceptance and execution of this Agreement, hereby expressly agree 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 Assignees/Grantees (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 Assignees/Grantees 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. Assignees/Grantees further agree 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.

REGINA F. HOOKER is executing this instrument solely for the purpose of waiving any rights which she may have in the Property by reason of her marriage to DON H. NADICK, including the right of homestead, but is not making any warranties of title.

PERMANENT INDEX NUMBER: 04-11-201-054

PROPERTY ADDRESS: 2115 Royal Ridge Drive, Northbrook, Illinois 60062

Don H. Nadick (SEAL)
DON H. NADICK

Regina F. Hooker (SEAL)
REGINA F. HOOKER

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, Kenneth J. Freedman, a Notary Public in Cook County, Illinois, certify that DON H. NADICK and REGINA F. HOOKER, husband and wife, whom I know to be the same persons whose names are signed to this instrument, personally appeared before me on this day and acknowledged that they freely and voluntarily signed, sealed and delivered this instrument, for the uses and purposes stated therein, including the release and waiver of their homestead rights.

Given under my hand and official seal, on November 30, 2001.

Kenneth J. Freedman
KENNETH FREEDMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/6/2004

SEND SUBSEQUENT TAX BILLS TO:

Mr. and Mrs. Charles W. Martin
2115 Royal Ridge Drive
Northbrook, Illinois 60062

ACCEPTANCE AND ASSUMPTION BY ASSIGNEES/GRANTEES

The undersigned, Assignees/Grantees, hereby accept the assignment of the Property from Assignor/Grantor and join 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.

Charles W. Martin

CHARLES W. MARTIN

Ella K. Martin

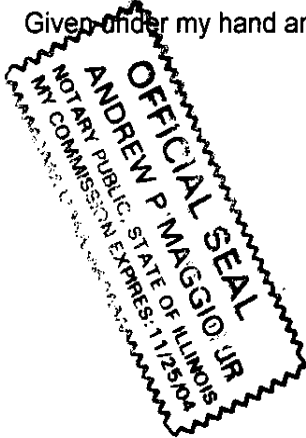
ELLA K. MARTIN

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)


I, *Andrew P. Magglio*, a Notary Public in Cook County, Illinois, certify that CHARLES W. MARTIN and ELLA K. MARTIN, husband and wife, whom I know to be the same persons whose names are signed to this instrument, personally appeared before me on this day and acknowledged that they freely and voluntarily signed, sealed and delivered this instrument, for the uses and purposes stated therein.

Given under my hand and official seal, on November 30 2001.




Andrew P. Magglio

NOTARY PUBLIC

STATE TAX
STATE OF ILLINOIS

DEC.-5.01
COOK COUNTY

000007760
REAL ESTATE TRANSFER TAX
0064500
FP351009

COUNTY TAX
COOK COUNTY
REAL ESTATE TRANSACTION TAX

DEC.-5.01
REVENUE STAMP

000001657
REAL ESTATE TRANSFER TAX
0032250
FP351019

EXHIBIT "A"

LEGAL DESCRIPTION RIDER

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.

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

BUILDING SITE 47

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 1176.38 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 717.68 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A DUPLEX RESIDENCE (KNOWN AS 2115 AND 2121 ROYAL RIDGE DRIVE) THENCE ALONG A LINE FOLLOWING THE NEXT (6) SIX COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 52 DEGREES 29 MINUTES 14 SECONDS WEST 55.50 FEET; 2) NORTH 37 DEGREES 30 MINUTES 46 SECONDS WEST 21.58 FEET; 3) NORTH 52 DEGREES 29 MINUTES 14 SECONDS EAST 25.42 FEET; 4) NORTH 37 DEGREES 30 MINUTES 46 SECONDS WEST 20.17

FEET; 5) SOUTH 52 DEGREES 29 MINUTES 14 SECONDS WEST 5.00 FEET; 6) NORTH 37 DEGREES 30 MINUTES 46 SECONDS WEST 7.04 FEET TO THE CENTERLINE OF A PARTY WALL FOR A PLACE OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT THIRTEEN (13) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) NORTH 37 DEGREES 30 MINUTES 46 SECONDS WEST 7.08 FEET; 2) NORTH 52 DEGREES 29 MINUTES 14 SECONDS EAST 5.00 FEET; 3) NORTH 37 DEGREES 30 MINUTES 46 SECONDS WEST 20.17 FEET; 4) SOUTH 52 DEGREES 29 MINUTES 14 SECONDS WEST 25.42 FEET; 5) NORTH 37 DEGREES 30 MINUTES 45 SECONDS WEST 21.58 FEET; 6) NORTH 52 DEGREES 29 MINUTES 14 SECONDS EAST 55.50 FEET; 7) SOUTH 37 DEGREES 30 MINUTES 46 SECONDS EAST 11.33 FEET; 8) NORTH 52 DEGREES 29 MINUTES 14 SECONDS EAST 2.37 FEET; 9) SOUTH 82 DEGREES 30 MINUTES 46 SECONDS EAST 7.54 FEET; 10) SOUTH 37 DEGREES 30 MINUTES 46 SECONDS EAST 10.92 FEET; 11) NORTH 52 DEGREES 29 MINUTES 14 SECONDS EAST 2.00 FEET; 12) SOUTH 37 DEGREES 30 MINUTES 46 SECONDS EAST 4.00 FEET; 13) NORTH 52 DEGREES 29 MINUTES 14 SECONDS EAST 8.04 FEET; THENCE SOUTH 37 DEGREES 30 MINUTES 46 SECONDS EAST 17.29 FEET TO THE CENTERLINE OF A PARTY WALL; THENCE SOUTH 52 DEGREES 29 MINUTES 14 SECONDS WEST 52.82 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS (THE "BUILDING SITE") BUILDING SITE COMMONLY KNOWN AS 2115 ROYAL RIDGE DRIVE, 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.