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Cook County Recorder 35.50

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**COOK COUNTY**

**RECORDER**

**EUGENE "GENE" MOORE**

**BRIDGEVIEW OFFICE**



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Property of Cook County Clerk's Office

**PREPARED BY:**

DANIEL E. FAJERSTEIN  
MATLIN & FAJERSTEIN  
500 SKOKIE BOULEVARD  
SUITE 350  
NORTHBROOK, ILLINOIS  
60062

**AFTER RECORDING, RETURN TO:**

WILLIAM HIELSCHER  
550 FRONTAGE ROAD  
SUITE 2410  
NORTHFIELD, ILLINOIS  
60093



**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 22<sup>nd</sup> day of February, 2002, by and between **KENNETH A. HAUFF**, an unmarried person, whose address is 2188 Royal Ridge Drive, Northbrook, Illinois 60062 ("Assignor/Grantor"), and **SANDRA Z. CHERIS**, whose address is 51 Sheridan Road, Highland Park, Illinois 60035 (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 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").

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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:

General taxes for the years 2001, second installment, and 2002 and subsequent years; special taxes or assessments, if any, for improvements not yet completed; installments, if any, not due at the date hereof of any special tax or assessments for improvements heretofore completed; building lines and building and liquor restrictions of record; zoning and building laws and ordinances; private, public and utility easements; covenants and restrictions of record as to use and occupancy; party wall rights and agreements, if any; and acts done or suffered by or through the Purchaser.

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





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## LEGAL DESCRIPTION

EXHIBIT "A"

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### 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.

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

## BUILDING SITE 80

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 634.42 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 479.41 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A DUPLEX RESIDENCE (KNOWN AS 2184 AND 2188 ROYAL RIDGE DRIVE) FOR A PLACE OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT EIGHT (8) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 57 DEGREES 03 MINUTES 52 SECONDS WEST, 21.33 FEET; 2) SOUTH 32 DEGREES 56 MINUTES 08 SECONDS EAST, 8.17 FEET; 3) SOUTH 57 DEGREES 03 MINUTES 52 SECONDS WEST, 36.92 FEET; 4) NORTH 32 DEGREES 56 MINUTES 08 SECONDS WEST, 12.21 FEET; 5) SOUTH 57 DEGREES 03 MINUTES 52 SECONDS WEST, 5.75 FEET; 6) NORTH 32 DEGREES 56 MINUTES 08 SECONDS WEST, 15.29 FEET; 7) SOUTH 57 DEGREES 03 MINUTES 52 SECONDS WEST, 2.00 FEET; 8) NORTH 32 DEGREES 56 MINUTES 08 SECONDS WEST, 4.00 FEET; THENCE NORTH 57 DEGREES 03 MINUTES 52 SECONDS EAST FEET ALONG THE CENTER LINE OF A PARTY WALL FOR SAID RESIDENCE 66.00 FEET; THENCE SOUTH 32 DEGREES 56 MINUTES 08 SECONDS EAST ALONG THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE 23.33 FEET TO THE PLACE OF BEGINNING, CONTAINING 1780 SQUARE FEET, IN COOK COUNTY, ILLINOIS (THE "BUILDING SITE") BUILDING SITE COMMONLY KNOWN AS 2188 ROYAL RIDGE DRIVE, 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.



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## EXHIBIT "B"

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LIMITED COMMON AREA FOR BUILDING SITE 80

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 634.42 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 479.41 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A RESIDENCE (KNOWN AS 2188 ROYAL RIDGE DRIVE); THENCE FOLLOWING THE NEXT THREE (3) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FACE OF THE FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 57 DEGREES 03 MINUTES 52 SECONDS WEST 21.33 FEET; 2) SOUTH 32 DEGREES 56 MINUTES 52 SECONDS EAST 8.17 FEET; 3) SOUTH 57 DEGREES 03 MINUTES 52 SECONDS WEST 36.92 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING ALONG AN EXTENSION OF LAST SAID LINE SOUTH 57 DEGREES 03 MINUTES 52 SECONDS WEST 14.00 FEET; THENCE NORTH 32 DEGREES 56 MINUTES 08 SECONDS WEST 18.00 FEET; THENCE NORTH 57 DEGREES 03 MINUTES 52 SECONDS EAST 8.25 FEET TO AN EXTERIOR WALL OF A CONCRETE FOUNDATION FOR SAID RESIDENCE; THENCE ALONG A LINE FOLLOWING THE NEXT TWO (2) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FACE OF THE FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 32 DEGREES 56 MINUTES 08 SECONDS EAST 5.79 FEET; 2) NORTH 57 DEGREES 03 MINUTES 52 SECONDS EAST 5.75 FEET; THENCE SOUTH 32 DEGREES 56 MINUTES 08 SECONDS EAST 12.21 FEET TO THE PLACE OF BEGINNING; IN COOK COUNTY, ILLINOIS.