

UNOFFICIAL COPY

0020975905

03/27/01 12:00:02 Page 1 of 10

2002-09-05 12:30:41

Cook County Recorder 42.50

COOK COUNTY
RECORDER

EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE

THIS DOCUMENT PREPARED BY:
MITCHELL B. RUCHIM & ASSOCIATES, P.C.
UPON RECORDATION, PLEASE MAIL TO:

Wojciech Gryc
WOJCIECH GRYC
988 ENFIELD #BLDG 2
UNIT C4
NORTHBROOK ILL. 60062



(Space for Recorder's Use Only)

Property Address: 988 Enfield, Building 2, Unit C-4, Northbrook, Illinois 60062
Permanent Index Number: 04-14-302-001 and 04-23-107-001

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

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND SPECIAL WARRANTY DEED (this "Assignment") is made as of August 14, 2002, by and between Margarita Labinov and Taryana Vulykh ("Assignor/Grantor"), and Wojciech Gryc and ~~Krystyna Raczka~~ whose address is 988 Enfield, Building 2, Unit C4, Northbrook, Illinois 60062 ("Assignee/Grantee"). **KRISTYNA GRYC HUSBAND AND WIFE, NOT AS TENANT IN COMMON, NOT AS JOINT TENANTS BUT AS TENANTS BY THE ENTIRETY FOREVER.**

Assignor/Grantor, for and in consideration of the sum of Ten 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 hereby REMISE, RELEASE, ALIEN, CONVEY and ASSIGN, unto Assignee/Grantee, Wojciech Gryc and ~~Krystyna Raczka~~ **KRISTYNA GRYC NOT AS TENANTS IN COMMON, NOT AS JOINT TENANTS BUT AS TENANTS BY ENTIRETY**

That certain Condominium Unit No. C-4, situated in the County of Cook, State of Illinois, known and described on Exhibit A attached hereto and made a part hereof (the "Unit"), together with:

- (i) its undivided interest in and to all Common Elements, including an undivided interest in and to the Leasehold Estate created under that certain Ground Lease for Real Estate Parcels SE-1A-1 and SE-1B-1 dated December 27, 2000 by and between Cole Taylor Bank, as Trustee under Trust Agreement dated November 1, 2000 and known as Trust No. 99-8163, as Lessor, and KZF Venture Group, L.L.C., an Illinois limited liability company, as Lessee, recorded by the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder") on December 29, 2000 as Document 00-01022135, including all exhibits thereto (the "Ground Lease") (and together with the exclusive right to use and enjoy the Limited Common Elements appurtenant to the Unit) allocable to the Unit pursuant to and in accordance with the provisions of the Declaration of Condominium Ownership and of Covenants, Conditions, Easements and Rights for Northbrook Greens Condominiums recorded by the Recorder on December 28, 2001 as Document 0011237707, as the same may have been amended from time to time (as so amended, the "Declaration"); and
- (ii) all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion or reversions, remainder or remainders,

10/10

UNOFFICIAL COPY

20975905

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 Unit, with the hereditaments and appurtenances

(collectively, the "Property"), TO HAVE AND TO HOLD the Unit, with such appurtenances, unto Assignee/Grantee.

Assignor/Grantor, for itself and its successors, does covenant, promise and agree to and with Assignee/Grantee and their successors, that it has not done or suffered to be done anything whereby the Unit is, or may be, in any manner encumbered or charged, except as recited in this Assignment and that it will WARRANT AND DEFEND the Unit against all persons lawfully claiming or to claim the same, by, through, or under it, subject only to the matters set forth on Exhibit A attached hereto and made a part hereof.

The conveyance of the Unit is not (and shall not be deemed to be) a conveyance of fee simple title to any of the Property other than the Unit.

The first deed of each individual unit should contain the following language:

"Grantor also hereby grants to the Grantee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium, aforesaid, 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.

This Deed is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

Assignee/Grantee, by acceptance and execution of this Assignment, hereby expressly agree to assume all rights and obligations of the Lessee pursuant to the terms of the Ground Lease, with respect to the Unit being conveyed and assigned by this Agreement to Assignee/Grantee (including the obligation to pay in accordance with the Ground Lease, all Ground Rent, Taxes and other amounts 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 Unit being conveyed and assigned by this Agreement to Assignee/Grantee, and with respect to the Common Elements in common with all of the other Unit Owners). The terms "Lessor", "Lessee", "Ground Rent", and "Unit Owners" as used in this paragraph shall have the respective meanings ascribed to such terms in the Ground Lease. Assignee/Grantee further agrees that the interests conveyed and assigned by this Assignment 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.

UNOFFICIAL COPY 20375905

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

ASSIGNOR/GRANTOR:

Margarita Labinov

MARGARITA LABINOV

Tatyana Vulykh

TATYANA VULYKH

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, the undersigned, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that Margarita Labinov and Tatyana Vulykh, who are personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Margarita Labinov and Tatyana Vulykh, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of Holdings, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of August, 2002.

Deanne B. Cooper
Notary Public

"OFFICIAL SEAL"
Deanne B. Cooper
Notary Public, State of Illinois
My Commission Expires May 10, 2005

UNOFFICIAL COPY

REAL ESTATE TAX REPRORATION AGREEMENT

20975905

PROPERTY: 988 Enfield, Building 2, Unit C4
Northbrook, Illinois 60062

SELLER: Margarita Labinov and Tatyana Vulykh

PURCHASER(S): Wojciech Gryc and ~~Krzyszyna Raczka~~
KRYSTYNA GRYC

CLOSING DATE: August 14, 2002

Real estate taxes shall be paid, prorated and reprorated as follows: Seller shall be responsible for all real estate taxes for the Property for the period prior to the Closing Date and shall pay all real estate tax bills issued with respect to calendar years prior to the year in which the Closing occurs (the "Closing Year") and there shall be no proration or reproration of such real estate tax bills. Purchaser shall be responsible for all real estate taxes for the Property for the period on or after the Closing Date and shall pay all real estate tax bills issued with respect to years after the Closing Year and there shall be no proration or reproration of such real estate tax bills. No proration will be made at Closing for real estate taxes for the Closing Year. Seller and Purchaser shall prorate the real estate taxes for the Property for the Closing Year as follows: Purchaser shall be responsible for that portion of such real estate tax bills equal to the product of (i) the amount of such real estate tax bills, multiplied by (ii) a fraction, the numerator of which is the number of days in the Closing Year, multiplied by (iii) a fraction, the numerator of which is the square footage of the Residence and the denominator of which is the square footage of all residences of the entire property covered by such real estate tax bills covering the Property ("Purchaser's Share"). If the Closing is consummated prior to the issuance of separate real estate tax bills for the Property, Seller will pay when due all real estate taxes owing with respect to the Property and in consideration thereof, Seller will be credited at Closing with a proration adjustment for Purchaser's Share multiplied by 110% of the most recent ascertainable taxes for the entire property covered by the real estate tax bills. All prorations shall take into account any partial year improvements assessment of the Property made by the Cook County Assessor.

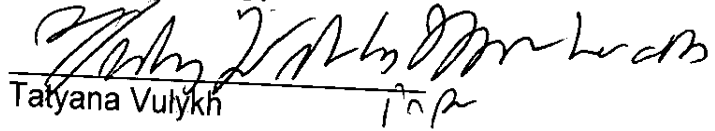
UNOFFICIAL COPY

20975905

As a result of the unavailability of the most recent ascertainable taxes, the parties agree to prorate and reprorate taxes pursuant to the formula attached hereto as Exhibit A.

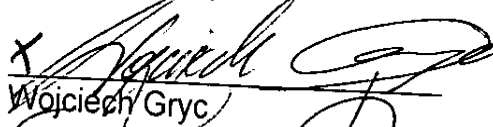


Margarita Labinov

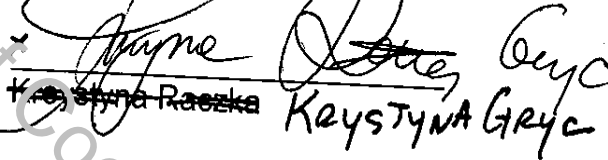


Tatyana Vulykh

PURCHASER:



Wojciech Gryc



Keystyna Gryc

Property of Cook County Clerk's Office

UNOFFICIAL COPY

20975905

EXHIBIT A

Formula For Tax Portion Estimate And Reproration

Purchaser's share of 2002 Real Estate Taxes has been estimated on the following basis:

Purchase Price (_____) x .16	= \$ _____
x 1 (most ascertainable equalization factor)	= \$ _____
x .07576 (most recently available Township tax rate)	= \$ _____
x (# of days from closing date to 12/31/02 / 365)	= \$ _____

Purchaser's share of 2002 taxes will be reprorated upon issuance of final bills on the following basis:

\$ _____ assessed value of land x .16	= \$ _____
x _____ (most recently available equalization factor)	= \$ _____
x _____ (most recently available Township tax rate)	= \$ _____
x _____ (# of days from closing date to 12/31/02/365)	= \$ _____

plus:

\$ _____ assessed value improvements x .16	= \$ _____
x _____ (most recently available equalization factor)	= \$ _____
x _____ (most recently available Township tax rate)	= \$ _____


*Payable to _____

UNOFFICIAL COPY

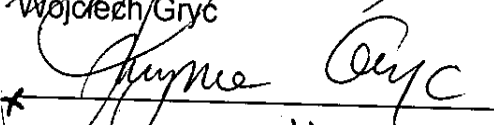
20975905

ACCEPTANCE AND ASSUMPTION BY ASSIGNEE/GRANTEE

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



 Wojciech Gryc



 Krystyna Raczka **KRYSZYNA GRYC**

Send subsequent tax bill to:

Wojciech Gryc
988 Enfield
Building 2, Unit C-4
Northbrook, Illinois 60062

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that Wojciech Gryc and Krystyna Raczka, who is (are) personally known to me to be the person whose name is (are) subscribed to the foregoing instrument, appeared before me this day in person(s) and acknowledged that he (she)(they) signed and delivered the said instrument as his (her) (their) own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of August,

2002.



Notary Public

"OFFICIAL SEAL"
 Deanne B. Cooper
 Notary Public, State of Illinois
 My Commission Expires May 10, 2005

UNOFFICIAL COPY

EXHIBIT A

20975905

Legal Description

- (A) The Leasehold Estate (said Leasehold Estate being defined in Paragraph 1(H) of the conditions and stipulations of the Policy), created by the instrument herein referred to as the Lease, executed by: Cole Taylor Bank, as Trustee Under Trust Agreement Dated November 1, 2000 and known as Trust Number 99-8163, as Lessor, and KZF Venture Group, L.L.C., as Lessee, dated December 27, 2000, which lease was recorded December 29, 2000 as Document 0001022135, for a term of years beginning December 27, 2000 and ending December 31, 2150, which lease was assigned by KZF Venture Group, L.L.C., an Illinois Limited Liability Company, Assignee, to Wojciech Gryc and Kreystyna Raczka, by Partial Assignment and Assumption Of Ground Lease and Special Warranty Deed recorded as Document _____, which lease demises the land described below (except the buildings and improvements located on the land); and
- (B) Ownership of the buildings and improvements located on the land described herein;

The Land

Unit Number 2-C4 in the Northbrook Greens Condominium, as delineated on a survey of the following described tract of land;

Part of Lots SE-1A and SE-1B in Techny Parcel SE-1 Subdivision, in Section 23, Township 42 North, Range 12 East of the Third Principal Meridian, according to the final Plat of Subdivision of Techny Parcel SE-1 recorded on December 22, 2000 as Document Number 01007540,

Which survey is attached as Exhibit "B" to the Declaration of Condominium recorded as Document Number 0011237707 as amended from time to time; together with its undivided percentage interest in the common elements in Cook County, Illinois.

- Subject to:
- a) general real estate taxes not yet due and payable;
 - b) the Ground Lease, the Declaration and the Articles of Incorporation and By-Laws of the Association, including all amendments and exhibits;
 - c) applicable zoning and building laws and ordinances and other ordinances of record
 - d) encroachments, if any;
 - e) acts done or suffered by Assignee/Grantee or anyone claiming by, through or under Assignee/Grantee;
 - f) utility easements, if any, whether recorded or unrecorded;

UNOFFICIAL COPY

20075905

- g) covenants, conditions, restrictions, easements, declarations and agreements of record including, without limitation, those set forth on the Plat and any subdivision and development agreement with the Village of Northbrook;
- h) leases and licenses affecting the Common Elements;
- i) the Illinois Condominium Property Act;
- j) special taxes and assessments for improvement not yet completed; and
- k) liens and other matters of title over which the title company is willing to insure.

Property of Cook County Clerk's Office

EXHIBIT A

Legal Description

(A) The Leasehold Estate (said Leasehold Estate being defined in Paragraph 1(H) of the conditions and stipulations of the Policy), created by the instrument herein referred to as the Lease, executed by: Cole Taylor Bank, as Trustee Under Trust Agreement Dated November 1, 2000 and known as Trust Number 99-8163, as Lessor, and KZF Venture Group, L.L.C., as Lessee, dated December 27, 2000, which lease was recorded December 29, 2000 as Document 0001022135, for a term of years beginning December 27, 2000 and ending December 31, 2150, which lease was assigned by KZF Venture Group, L.L.C., an Illinois Limited Liability Company, Assignee, to Wojciech Gryc and Kreystyna Raczka by Partial Assignment and Assumption Of Ground Lease and Special Warranty Deed recorded as Document _____, which lease demises the land described below (except the buildings and improvements located on the land); and

(B) Ownership of the buildings and improvements located on the land described herein;

The Land

Unit Number 2, C-4 in the Northbrook Greens Condominium, as delineated on a survey of the following described tract of land;

Part of Lots SE-1A and SE-1B in Techny Parcel SE-1 Subdivision, in Section 23, Township 42 North, Range 12 East of the Third Principal Meridian according to the final Plat of Subdivision of Techny Parcel SE-1 recorded on December 22, 2000 as Document Number 01007540,

Which survey is attached as Exhibit "B" to the Declaration of Condominium recorded as Document Number 0011237707 as amended from time to time; together with its undivided percentage interest in the common elements in Cook County, Illinois.

Commonly Known As: 988 Enfield Drive, Building 2, Unit C, Northbrook, Illinois 60062

~~PLNS: 04-14-302-001 and 04-23-107-001~~