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Cook County Recorder

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THIS DOCUMENT PREPARED BY, AND UPON RECONSIDERATION, PLEASE MAIL TO: KARM, WINAND & PATTERSON, ATTN.: JOHN H. WINAND, GLENVIEW STATE BANK BUILDING, 800 WAUKEGAN ROAD, SUITE 202 GLENVIEW, ILLINOIS 60025-4399



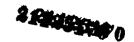
Tax Billa to: Gregory S. Bedras

PROPERTY ADDRESS: 1105 BRENT ROAD, BUILDING 23, UNIT D-1, NORTHBOOK,

ILLINOIS 60062

PERMANENT INDEX NUMBER: 04-14-302-001 and 04-23-107-001

PARTIAL ASSINGMENT AND ASSUMPATION 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 October 3, 2002, by and between IRIT GUTMAN, whose address is 7128 North Crawford, Lincolawood, Illinois 60712-2304 ("Assignor/Grantor"), and GREGORY S. BEDNAR, 819 Indian Road, Glenview, Illinois 60025 ("Assignee/Grantee").

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, GREGORY S. BEDNAR:

That a certain Condominium Unit No. D-1, 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:

its undivided interest in and to all Common Elements including an undivided interest in and to the Leasehold Estate created under that certain 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 Corp, 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 001022135, including all exhibits thereto (The "Ground Lease")(and together with the exclusive right to

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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 covenant, conditions, easements and rights for Northbrook Greens ""condominiums recorded by the Recorder of December 28, 2001 as Document 0011237707, as the same may have been amended from time to time (as so amended, The "Declaration") and:

all and singular the 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 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 Assignce/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 Agreement 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

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set forth in said Declaration for the benefit of the remaining property described therein.

This Deed is subject to all rights, easement, 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 that all) of such interests comprising the Property shall be deemed to be a conveyance and assignment of all interests corrorising the Property.

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

ASSIGNOR/GRANTOR:

BY: IRIT GUTMAN

STATE OF ILLINOIS
) SS
COUNTY OF (00)(

I, the undersigned, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that Irit Gutman, who is

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personally known to me to be the same person whose name is 21125171 subscribed tot eh foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary will and as the free and voluntary act of Holdings, for the uses and purposes therein set forth.

Cook Colling Clerk's Office GIVEN under my hand and notarial seal this 3rd day of October,

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Land in the CITY of NORTHBROOK, COOK, ILLINOIS, described as follows:

- (A) THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN 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 NO. 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., TO IRIT GUTMAN BY PARTIAL ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND SPECIAL WARRANTY DEED RECORDED AS DOCUMENT NO. 0020545923, 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 AS FOLLOWS:

UNIT NUMBER 23-D1 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, ACCORDING TO THE FINAL PLAT OF SUBDIVISION OF TECHNY PARCEL SE 1 2 CORDED ON DECEMBER 22, 2000 AS DOCUMENT NO. 01007540, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 0011237707, AS AMENDED FROM TIME TO 1 ME: TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLII O'S

PIN(S): 04-14-100-025-0000

Commonly Known As: 1105 BRENT ROAD

