

PARTIAL ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND SPECIAL WARRANTY DEED

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2003-02-11 12:23:48
Cook County Recorder 34.50

This Partial Assignment and Assumption of Ground Lease and Special Warranty Deed (this "Agreement") is made as of this 9 day of January, 2003, by and between SHEILA P. WARD, a married woman, whose address is 2142 Royal Ridge Drive, Northbrook, Illinois 60062 ("Assignor/Grantor"), and SHEILA P. WARD and ROGER P. WARD, as co-trustees of the SHEILA P. WARD TRUST Dated 1/03/03, as to an undivided one-half (1/2); and ROGER P. WARD and SHEILA P. WARD as co-trustees of the ROGER P. WARD TRUST Dated 8/08/889, as to an undivided one-half (1/2); whose address is 2142 Royal Ridge Drive, Northbrook, Illinois 60062 ("Assignees/Grantees").



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 Assignees/Grantees, the receipt of which is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY, AND ASSIGN, unto Assignees/Grantees, situated in the County of Cook and State of Illinois known and described as Exhibit "A" attached hereto (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 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 Assignees/Grantees, And Assignor/Grantor, for itself and its successors, does covenant, promise and agree to and with Assignees/Grantees 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; (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) utility easements, if any, whether recorded or unrecorded; and (7) 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.

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.

Assignees/Grantees, 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 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

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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 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.

ASSIGNOR/GRANTOR:

Sheila P. Ward

SHEILA P. WARD

Roger P. Ward

ROGER P. WARD, signing only for purposes of waiving any and all marital or homestead rights in the property

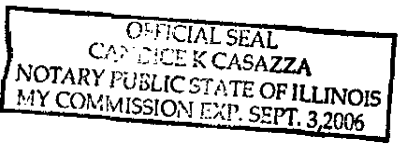
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Candice K. Casazza, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that SHEILA P. WARD and ROGER P. WARD, her husband, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the instrument as their free and voluntary act for the uses and purposes set forth therein, including the release and waiver of all homestead.

GIVEN under my hand and notarial seal this 9 day of January, 2003.

Candice K. Casazza
Notary Public

My Commission expires _____



The instrument was prepared by CANDICE K. CASAZZA, Henry M. Grannan, Chartered, 601 W. Randolph Street, Chicago, Illinois 60661.

SEND SUBSEQUENT TAX BILLS TO:

) CANDICE K. CASAZZA
) Henry M. Grannan, Chartered
Mail To:) 601 W. Randolph, 2nd Floor
) Chicago, Illinois 60661-2203

SHEILA P. WARD
2142 Royal Ridge Drive
Northbrook, IL 60062

Exempt under provisions of Paragraph e, Section 4, Real Estate Transfer Tax Act.

2/5/03

Candice K. Casazza, agent

[Handwritten signature/initials]

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ACCEPTANCE AND ASSUMPTION BY ASSIGNEES/GRANTEES

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

Sheila P. Ward

SHEILA P. WARD, as Trustee of the SHEILA P. WARD TRUST Dated 1/03/03, and as Trustee of the ROGER P. WARD TRUST Dated 8/08/89

Roger P. Ward

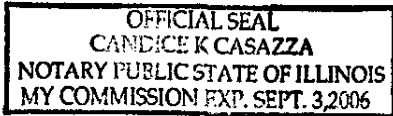
ROGER P. WARD, as Trustee of the SHEILA P. WARD TRUST Dated 1/03/03, and as Trustee of the ROGER P. WARD TRUST Dated 8/08/89

Property of Cook County Notary Office

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, *Candice K. Casazza*, a notary public, in and for the County and State aforesaid, DO HEREBY CERTIFY that SHEILA P. WARD and ROGER P. WARD, as co-trustees of the SHEILA P. WARD TRUST Dated 1/03/03, and as co-trustees of the ROGER P. WARD TRUST Dated 8/08/89, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the instrument as their own free and voluntary act, for the uses and purposes set forth therein as said co-trustees.

GIVEN under my hand and notarial seal this 9 day of January, 2003.



Candice K. Casazza
Notary Public

My Commission Expires: 9/3/06

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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.
PINS: 04-14-100-023 AND 04-14-100-024

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

BUILDING SITE 56 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 896.58 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 710.61 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A DUPLEX RESIDENCE (KNOWN AS 2142 AND 2148 ROYAL RIDGE DRIVE); THENCE ALONG A LINE FOLLOWING THE NEXT EIGHT (8) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 62 DEGREES 30 MINUTES 18 SECONDS WEST 55.50 FEET; 2) NORTH 27 DEGREES 29 MINUTES 42 SECONDS WEST 11.33 FEET; 3) SOUTH 62 DEGREES 30 MINUTES 18 SECONDS WEST 2.37 FEET; 4) NORTH 72 DEGREES 29 MINUTES 42 SECONDS WEST 7.54 FEET; 5) NORTH 27 DEGREES 29 MINUTES 42 SECONDS WEST 10.92 FEET; 6) SOUTH 62 DEGREES 30 MINUTES 18 SECONDS WEST 2.00 FEET; 7) NORTH 27 DEGREES 29 MINUTES 30 SECONDS WEST 4.00 FEET; 8) SOUTH 62 DEGREES 30 MINUTES 18 SECONDS WEST 8.04 FEET; THENCE NORTH 27 DEGREES 29 MINUTES 42 SECONDS WEST 17.29 FEET FOR A PLACE OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT FOURTEEN (14) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) NORTH 27 DEGREES 29 MINUTES 42 SECONDS WEST 17.21 FEET; 2) NORTH 62 DEGREES 30 MINUTES 18 SECONDS EAST 8.04 FEET; 3) NORTH 27 DEGREES 29 MINUTES 42 SECONDS WEST 4.00 FEET; 4) NORTH 62 DEGREES 30 MINUTES 18 SECONDS EAST 2.00 FEET; 5) NORTH 27 DEGREES 29 MINUTES 42 SECONDS WEST 10.92 FEET; 6) NORTH 17 DEGREES 30 MINUTES 18 SECONDS EAST 7.54 FEET; 7) NORTH 62 DEGREES 30 MINUTES 18 SECONDS EAST 2.37 FEET; 8) NORTH 27 DEGREES 29 MINUTES 42 SECONDS WEST 11.33 FEET; 9) NORTH 62 DEGREES 30 MINUTES 18 SECONDS EAST 55.50 FEET; 10) SOUTH 27 DEGREES 29 MINUTES 42 SECONDS EAST 21.58 FEET; 11) SOUTH 62 DEGREES 30 MINUTES 18 SECONDS WEST 25.42

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EXHIBIT "A" (continued)

FEET; 12) SOUTH 27 DEGREES 29 MINUTES 42 SECONDS EAST 20.17 FEET; 13) NORTH 62 DEGREES 30 MINUTES 18 SECONDS EAST 5.00 FEET; 14) SOUTH 27 DEGREES 29 MINUTES 42 SECONDS EAST 7.04 FEET; THENCE SOUTH 62 DEGREES 30 MINUTES 18 SECONDS WEST ALONG THE CENTER LINE OF A PARTY WALL FOR SAID RESIDENCE 52.82 FEET TO THE PLACE OF BEGINNING; IN COOK COUNTY, ILLINOIS (THE "BUILDING SITE") BUILDING SITE COMMONLY KNOWN AS 2142 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.

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EXHIBIT "B"

LIMITED COMMON AREA FOR BUILDING SITE 56

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 896.58 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 710.61 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A DUPLEX RESIDENCE (KNOWN AS 2142 AND 2148 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 62 DEGREES 30 MINUTES 18 SECONDS WEST 55.50 FEET; 2) NORTH 27 DEGREES 29 MINUTES 42 SECONDS WEST 11.33 FEET; 3) SOUTH 62 DEGREES 30 MINUTES 18 SECONDS WEST 2.37 FEET; 4) NORTH 72 DEGREES 29 MINUTES 42 SECONDS WEST 7.54 FEET; 5) NORTH 27 DEGREES 29 MINUTES 42 SECONDS WEST 10.92 FEET; 6) SOUTH 62 DEGREES 30 MINUTES 18 SECONDS WEST 2.00 FEET; 7) NORTH 27 DEGREES 29 MINUTES 42 SECONDS WEST 4.00 FEET; 8) SOUTH 62 DEGREES 30 MINUTES 18 SECONDS WEST 8.04 FEET; THENCE NORTH 27 DEGREES 29 MINUTES 42 SECONDS WEST ALONG THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE 34.50 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 27 DEGREES 29 MINUTES 42 SECONDS WEST 31.58 FEET; THENCE NORTH 62 DEGREES 30 MINUTES 18 SECONDS EAST 17.74 FEET; THENCE ALONG A LINE FOLLOWING THE NEXT SIX (6) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 27 DEGREES 29 MINUTES 42 SECONDS EAST 11.33 FEET; 2) SOUTH 62 DEGREES 30 MINUTES 18 SECONDS WEST 2.37 FEET; 3) SOUTH 17 DEGREES 30 MINUTES 18 SECONDS WEST 7.54 FEET; 4) SOUTH 27 DEGREES 29 MINUTES 42 SECONDS EAST 10.92 FEET; 5) SOUTH 62 DEGREES 30 MINUTES 18 SECONDS WEST 2.00 FEET; 6) SOUTH 27 DEGREES 29 MINUTES 42 SECONDS EAST 4.00 FEET; THENCE SOUTH 62 DEGREES 30 MINUTES 18 SECONDS WEST 8.54 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.