

# UNOFFICIAL COPY

THIS INSTRUMENT PREPARED  
BY AND SHOULD BE RETURNED  
TO:

John F. Partill  
MELTZER, PURTILL & STELLE LLC  
1515 East Woodfield Road  
Second Floor  
Schaumburg, Illinois 60173-5431  
(847) 330-2400

8175239 J 23158386  
and after recording should be  
mailed to:



Doc#: 0334933176  
Eugene "Gene" Moore Fee: \$38.00  
Cook County Recorder of Deeds  
Date: 12/15/2003 10:25 AM Pg: 1 of 8

ABOVE SPACE FOR RECORDER'S USE ONLY

JOHN H. WINAND  
Karm Winand and Patterson  
800 Waukegan Road, Suite 202  
Glenview, Illinois 60025

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

The Partial Assignment and Assumption of Ground Lease and Warranty Deed (this "Agreement") is made as of October 6, 2003, by and between ROBERT B. SCHUTZ and REBECCA A. SCHUTZ, husband and wife, of Northbrook, Illinois ("Assignor/Grantor"), and DONALD R. OGILVIE, of Tequesta, Florida ("Assignee/Grantee").

Assignor/Grantor, for and in consideration of the sum of Ten and no/100ths (\$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 Assignee/Grantee, the Property, situated in the County of Cook, 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, unto the Assignee/Grantee forever.

8175239

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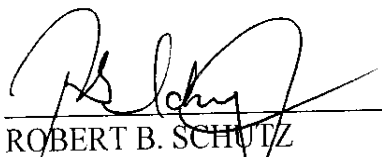
THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND WARRANTY DEED IS SUBJECT TO: general real estate taxes for 2003 and subsequent; the Ground Lease, including all amendments and exhibits; the Declaration, including all amendments and exhibits; covenants, conditions, and restrictions, easements, declarations and agreements of record including, without limitation, those set forth on the Plat and any planned unit development plat of Royal Ridge Subdivision; taxes or assessments, if any, for improvements not yet completed; installments, if any, not due at the date hereof of any special tax or assessment for improvements heretofore completed, building lines and building and liquor restrictions of record; zoning and building laws and ordinances; private, public and utility easements; public roads and highways; installments due after the date of closing of assessments established pursuant to the Declaration; covenants and restrictions of record as to use and occupancy; party wall rights and agreements, if any; acts done or suffered by or through the Assignee/Grantee.


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, 1/15<sup>th</sup> 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 with all of the other Unit Owners). The terms "Lessee", "Ground Rent", "Common Area" and "Unit Owners" used in this paragraph shall have the meaning 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 comprising the Property shall be deemed to be a conveyance and assignment of all interests comprising the Property.

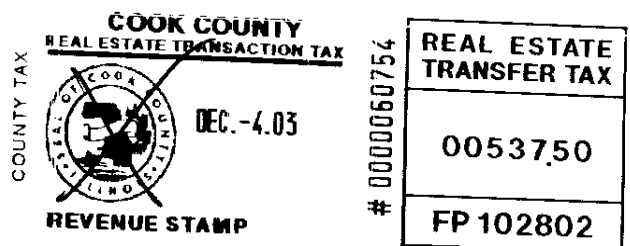
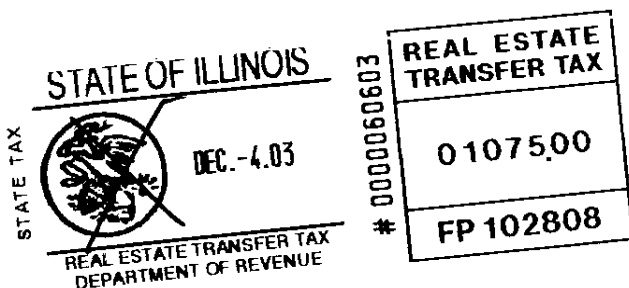
IN WITNESS WHEREOF, Assignors/Grantors have caused this Agreement to be executed and delivered as of the day and year first above written.

PIN#: 04-14-301-027-0000; 04-14-301-162-0000

PROPERTY ADDRESS: 2038 MEADOWVIEW, NORTHBROOK, ILLINOIS 60062

  
ROBERT B. SCHUTZ

  
REBECCA A. SCHUTZ



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STATE OF ILLINOIS       )  
                                      ) SS  
COUNTY OF COOK       )

I, a Notary Public in Cook County, Illinois, certify that ROBERT B. SCHUTZ and REBECCA A. SCHUTZ, 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 October 10, 2003.



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## ACCEPTANCE AND ASSUMPTION BY ASSIGNEE/GRANTEE

The undersigned, Assignees/Grantees, hereby accept the assignment of the Property from Assignors/Grantors 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.

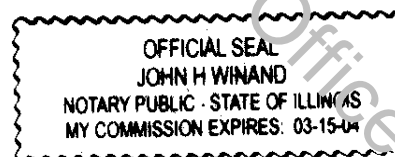
Donald R. Ogilvie  
DONALD R. OGILVIE

STATE OF ILLINOIS     )  
  )SS  
COUNTY OF COOK     )

I, a Notary Public in Cook County, Illinois, certify that DONALD R. OGILVIE, whom I know to be the same person whose name is 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 his homestead rights.

Given under my hand and official seal, on October 10<sup>th</sup>, 2003.

[Signature]



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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.

PERMANENT INDEX NUMBER: 04-14-301-027 and 04-14-301-162

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

## BUILDING SITE 20

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 1691.58 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 832.20 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION OF A RESIDENCE (KNOWN AS 2038 MEADOWVIEW COURT); FOR A PLACE OF BEGINNING; THENCE FOLLOWING THE NEXT NINETEEN (19) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 56 DEGREES 06 MINUTES 37 SECONDS WEST, 23.56 FEET; 2) NORTH 33 DEGREES 53 MINUTES 23 SECONDS WEST, 22.56 FEET; 3) SOUTH 56 DEGREES 06 MINUTES 37 SECONDS WEST, 20.92 FEET; 4) SOUTH 33 DEGREES 53 MINUTES 23 SECONDS EAST, 2.00 FEET; 5) SOUTH 56 DEGREES 06 MINUTES 37 SECONDS WEST, 12.17 FEET; 6) NORTH 33 DEGREES 53 MINUTES 23 SECONDS WEST, 10.66 FEET; 7) SOUTH 56 DEGREES 06 MINUTES 37 SECONDS WEST, 2.67 FEET; 8) NORTH 33 DEGREES 53 MINUTES 23 SECONDS WEST, 15.83 FEET; 9) NORTH 56 DEGREES 06 MINUTES 37 SECONDS EAST, 2.67 FEET; 10) NORTH 33 DEGREES 53 MINUTES 23 SECONDS WEST, 23.02 FEET; 11) NORTH 56 DEGREES 06 MINUTES 37 SECONDS EAST, 20.00 FEET; 12) SOUTH 33 DEGREES 53 MINUTES 23 SECONDS EAST, 8.00 FEET; 13) NORTH 56 DEGREES 06 MINUTES 37 SECONDS EAST, 5.00 FEET; 14) SOUTH 33 DEGREES 53 MINUTES 23 SECONDS EAST, 1.83 FEET; 15) NORTH 56 DEGREES 06 MINUTES 37 SECONDS EAST, 14.62 FEET; 16) SOUTH 78 DEGREES 53 MINUTES 23 SECONDS EAST, 8.27 FEET; 17) SOUTH 33 DEGREES 53 MINUTES 23 SECONDS EAST, 5.62 FEET; 18) NORTH 56 DEGREES 06 MINUTES 37 SECONDS EAST, 11.17 FEET; 19) SOUTH 33 DEGREES 53 MINUTES 23 SECONDS EAST, 48.77 FEET TO THE PLACE OF BEGINNING, CONTAINING 2793 SQUARE FEET, IN COOK COUNTY, ILLINOIS (THE "BUILDING SITE") COMMONLY KNOWN AS 2038 MEADOWVIEW COURT, 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"

### LIMITED COMMON AREA FOR BUILDING SITE 20

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 1691.58 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 832.20 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION OF A RESIDENCE (KNOWN AS 2038 MEADOWVIEW COURT); THENCE NORTH 33 DEGREES 53 SECONDS 23 MINUTES WEST ALONG A EXTREIOR FOUNDATION WALL OF SAID RESIDENCE, 48.77 FEET FOR A PLACE OF BEGINNING; THENCE FOLLOWING THE NEXT SEVEN (7) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 56 DEGREES 06 MINUTES 37 SECONDS WEST, 11.17 FEET; 2) NORTH 33 DEGREES 53 MINUTES 23 SECONDS WEST, 5.62 FEET; 3) NORTH 78 DEGREES 53 MINUTES 23 SECONDS WEST, 8.27 FEET; 4) SOUTH 56 DEGREES 06 MINUTES 37 SECONDS WEST, 14.62 FEET; 5) NORTH 33 DEGREES 53 MINUTES 23 SECONDS WEST, 1.83 FEET; 6) SOUTH 56 DEGREES 06 MINUTES 37 SECONDS WEST, 5.00 FEET; 7) NORTH 33 DEGREES 53 MINUTES 23 SECONDS WEST, 8.00 FEET; THENCE NORTH 56 DEGREES 06 MINUTES 37 SECONDS EAST, 36.64 FEET; THENCE SOUTH 33 DEGREES 53 MINUTES 23 SECONDS EAST, 21.30 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.