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Doc#: 0402042004  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 01/20/2004 07:09 AM Pg: 1 of 4

MB  
ST55563931WVA/  
AFTER RECORDING 2319051000

MAIL TO:  
Mr. Arthur Evans  
130 S. Jefferson  
Chicago, IL 60661

**TAXPAYER:**  
Bruce J. Gooden, Trustee  
825 Country Club Lane  
Northbrook, IL 60062

PREPARED BY:  
Joanne Gold  
Erickson-Papanek  
1625 Shermer Road  
Northbrook, IL 60062

**PARTIAL ASSIGNMENT AND ASSUMPTION OF GROUND LEASE  
AND TRUSTEE'S DEED**

This Partial Assignment and Assumption of Ground Lease and Trustee's Deed (the "Agreement") is made this 10th day of December, 2003, by and between THE NORTHERN TRUST COMPANY, as Trustee of the Joane K. Dumke Revocable Trust under agreement dated June 16, 1982 and known as Trust No. 02-55262, located at 50 S. LaSalle Street, Chicago, IL 60675, ("Assignor/Grantor") and BRUCE J. GOODEN AS TRUSTEE OF THE BRUCE J. GOODEN TRUST DATED OCTOBER 13, 1999, of 432 Warwick Road, Kenilworth, IL, 60043 ("Assignee/Grantee").

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CJW

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, and in pursuance of the power and authority vested in the Assignor/Grantor as said Trustee and of every other power and authority the Assignor/Grantor does hereby CONVEY AND QUITCLAIM, AND ASSIGN to Assignee/Grantee, all interest in the following described Property situated in Cook County, Illinois, known and described as Exhibit A attached hereto and made a part hereof (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):

**BOX 333-CTI**

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Subject only to:

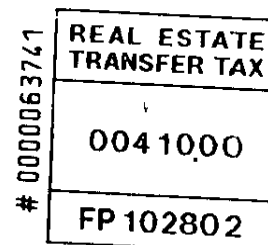
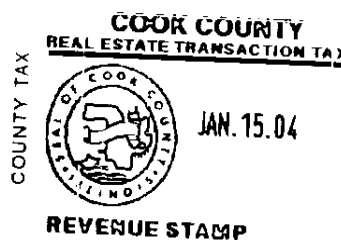
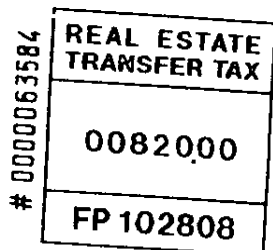
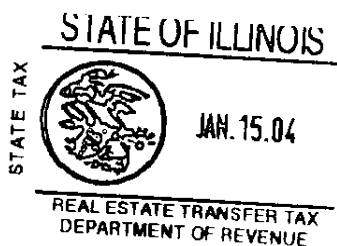
(1) general real estate taxes not due and payable as of the date of Closing; (2) the Ground Lease, including all amendments and exhibits; (3) the Declaration, including all amendments and exhibits; (4) applicable zoning and building laws and ordinances and other ordinances of record; (5) encroachments, if any; (6) acts done or suffered by Purchaser or anyone claiming by, through or under Purchaser; (7) utility easements, if any, whether recorded or unrecorded; (8) 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 provided that such provisions will not materially affect the use of the premises; and (9) liens and other matters of title over which Chicago Title Insurance Company is willing to insure without cost to Assignee/Grantee.

Property Address: 825 Country Club Lane, Northbrook, Illinois 60062

TO HAVE AND TO HOLD, the Property, with the appurtenances, unto Assignee/Grantee.

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.

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 comprising the Property shall be deemed to be a conveyance and assignment of all interests comprising the Property.



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

ASSIGNOR/GRANTOR:

THE NORTHERN TRUST COMPANY, as  
Trustee of the Joane K. Dumke Revocable  
Trust under agreement dated June 16, 1982  
and known as Trust No. 02-55262

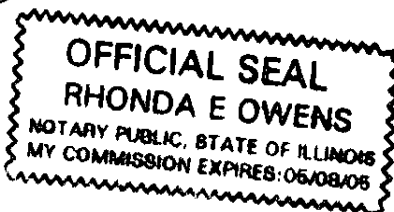
BY: *James L. Lange*  
~~RICHARD R. MULLER~~ **JAMES L. LANGE**  
VICE PRESIDENT

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF COOK            )  
  )  
**JAMES L. LANGE**

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT, ~~Richard R. Miller~~, as Vice President of The Northern Trust Company, as Trustee of the Joane K. Dumke Revocable Trust, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 10th day of Dec, 2003

*Rhonda E. Owens*  
NOTARY PUBLIC



**UNOFFICIAL COPY****CHICAGO TITLE INSURANCE COMPANY**

ORDER NUMBER: 1409 ST5056393 NWA  
 STREET ADDRESS: 825 COUNTRY CLUB LANE  
 CITY: NORTHBROOK COUNTY: COOK  
 TAX NUMBER: 04-14-301-011-0000

**LEGAL DESCRIPTION:**

PARCEL 1: 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 RKZ VENTURE GROUP, LLC, AS LESSEE ("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 LESSEE 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.

EACH WITH RESPECT SOLELY TO THE BUILDING SITE IDENTIFIED AND LEGALLY DESCRIBED AS FOLLOWS:  
 BUILDING SITE 4

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 1953.48 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 51.95 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A RESIDENCE (KNOWN AS 825 COUNTRY CLUB LANE) FOR A PLACE OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT SEVENTEEN (17) COURSES AND DISTANCE COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 38 DEGREES 02 MINUTES 46 SECONDS WEST, 14.21 FEET; 2) SOUTH 51 DEGREES 57 MINUTES 14 SECONDS EAST, 1.67 FEET; 3) SOUTH 38 DEGREES

(CONTINUED)