

# UNOFFICIAL COPY

**PREPARED BY:**

G. JOHN MARMET  
950 MILWAUKEE AVENUE, SUITE 318  
GLENVIEW, ILLINOIS 60025-3779



**Doc#:** 0512250030

Eugene "Gene" Moore Fee: \$28.00

Cook County Recorder of Deeds

Date: 05/02/2005 09:43 AM Pg: 1 of 3

**AFTER RECORDING, RETURN TO:**

KENNETH S. FREEDMAN  
40 SKOKIE BOULEVARD  
NORTHBROOK, ILLINOIS 60062

**PARTIAL ASSIGNMENT AND ASSUMPTION 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 this 28th day of April, 2005, by and between BARBARA J. KUCERA, an unmarried person, as Trustee of Barbara J. Kucera Revocable Trust dated August 1, 1989, whose address is 2032 Meadowview Court, Northbrook, IL 60062 ("Assignor/Grantor") and SHARON WEINGARTEN, as Trustee of the Sharon Weingarten Trust dated February 15, 1990, as to an undivided 1/2 tenants in common interest and CHARLES Z. WEINGARTEN, as Trustee of the Charles Z. Weingarten Insurance Trust dated April 30, 1981, as to an undivided 1/2 tenants in common interest, both of whose addresses are 1032 Locust, Wilmette, IL 60091 ("Assignee/Grantee").

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**The Above Space for Recorders Use Only**

Assignor/Grantor, for and in consideration of the sum of Ten and No/Dollars (\$10.00) and other good and valuable considerations in hand paid by Assignee/Grantee, the receipt of which is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY, AND ASSIGN, unto Assignee/Grantee, ~~as Joint Tenants and not as Tenants in Common~~, the Property, situated in the County of Cook and State of Illinois known and described as follows, and referred to herein collectively, as the "Property".

**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 Number 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 number 96927571, 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 number 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 number 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 1/2 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 number 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 19 Being that part of Lot 1 in the planned unit development of Royal Ridge, being a subdivision of part of the West 1/2 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 1727.09 feet; thence North 88 degrees 55 minutes 06 seconds West 7773.46 feet to the exterior corner of a concrete foundation for a residence (known as 2032 Meadowview Court) for a place of beginning; thence along a line following the next seventeen courses and distances coincident with the exterior foundation wall of said residence; 1) South 56 degrees 07 minutes 48 seconds West, 22.00 feet; 2) North 33 degrees 52 minutes 12 seconds West, 11.67 feet; 3) South 56 degrees 07 minutes 48 seconds West, 3.29 feet; 4) South 33 degrees 52 minutes 12 seconds East, 3.00 feet; 5) South 56 degrees 07 minutes 48 seconds West, 3.33 feet; 6) North 33 degrees 52 minutes 12 seconds West, 3.00 feet; 7) South 56 degrees 07 minutes 48 seconds West, 6.83 feet; 8) South 33 degrees 52 minutes 12 seconds East, 3.00 feet; 9) South 56 degrees 07 minutes 48 seconds West, 3.33 feet; 10) North 33 degrees 52 minutes 12 seconds West, 3.00 feet; 11) South 56 degrees 07 minutes 48 seconds West, 11.64 feet; 12) North 33 degrees 52 minutes 12 seconds West, 47.33 feet; 13) North 56 degrees 07 minutes 48 seconds East, 14.21 feet; 14) North 33 degrees 52 minutes 12 seconds West, 1.67 feet; 15) North 56 degrees 07 minutes 48 seconds East, 23.87 feet; 16) South 33 degrees 52 minutes 12 seconds East, 1.67 feet; 17) North 56 degrees 07 minutes 48 seconds East, 12.33 feet; thence South 33 degrees 52 minutes 12 seconds East, 59.00 feet to the place of beginning, containing 2703 square feet, in Cook County, Illinois (The "Building Site") building site commonly known as 2032 Meadowview Court, Northbrook, Illinois 60062.

**Parcel 2:** 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 number 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 3:** Easements appurtenant to Parcels 1 and 2 for the benefit of such parcels as set forth in the aforesaid declaration.

Property Index Number: 04-14-301-026 & 04-14-301-161 Common address: 2032 Meadowview Court, Northbrook, IL 60062

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Together with the exclusive right to use and enjoy the Limited Common Area appurtenant to the Building Site and legally described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Limited Common Area"), in accordance with the

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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 Assignee/Grantee.

And Assignor/Grantor, for itself and its successors, does covenant, promise and agree to and with Assignee/Grantee 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 the 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:

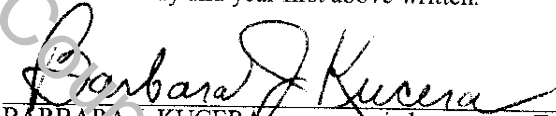
(1) general real estate taxes not due and payable as of the date of Closing; (2) the Ground Lease, including all amendments and exhibits; (3) the Declaration, including all amendments and exhibits; (4) applicable zoning and building laws and ordinances and other ordinances of record; (5) encroachments, if any; (6) acts done or suffered by Purchaser or anyone claiming by, through or under Purchase; (7) utility easements, if any, whether recorded or unrecorded; and (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 Number 97818381.

The conveyance and assignment of the Property is not (and shall not be deemed to be) a conveyance of fee simple title to the land.

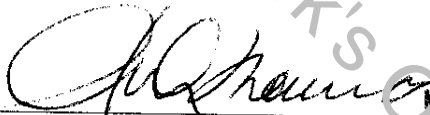
Assignee/Grantee, by its acceptance and execution of the Agreement, hereby expressly agrees to assume (on a non-recourse basis) all rights and obligations of the Lessee pursuant to the terms of the Ground Lease, with respect to the Property being conveyed and assigned by this Agreement to Assignee/Grantee (including the obligation to pay in accordance with Section 3.1(e) of the Ground Lease, 1/151 of the Ground Rent due to the 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.

IN WITNESS WHEREOF, Assignor/Grantor has caused this Agreement to be executed and delivered as of the day and year first above written, and the spouse of the Assignor/Grantor has also caused this Agreement to be executed and delivered, not for the purpose of conveyance but for the purpose of waiver of homestead as of the day and year first above written.

ASSIGNOR/GRANTOR:

  
BARBARA J. KUCERA, an unmarried person, as Trustee of Barbara J. Kucera Revocable Trust dated August 1, 1989

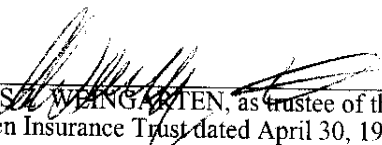
STATE OF ILLINOIS/ COUNTY OF COOK} SS I, G. John Marmet, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that BARBARA J. KUCERA, an unmarried person, as Trustee of Barbara J. Kucera Revocable Trust dated August 1, 1989, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed and delivered the instrument as her free and voluntary act, for the uses and purposes set forth therein.

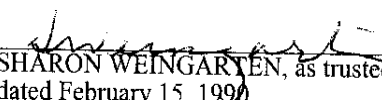
  
G. JOHN MARMET  
NOTARY PUBLIC OF ILLINOIS  
MY COMMISSION EXPIRES 7/8/2007  
Notary Public (comm. exp. 7/8/2007)

GIVEN under my hand and notarial seal this April 28, 2005.

### ACCEPTANCE AND ASSUMPTION BY ASSIGNEE/GRANTEE

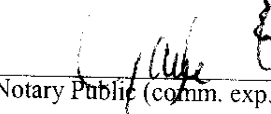
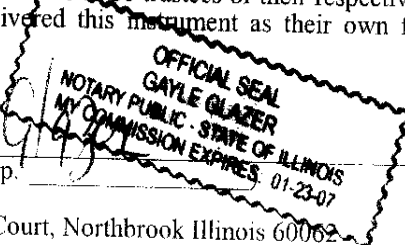
The undersigned, Assignee/Grantee, hereby accepts the assignment of the Property from Assignor/Grantor and joins in the execution of this Agreement for the purposes of agreeing to assume those rights and obligations of the Lessee pursuant to the terms of the Ground Lease as described in this Agreement and to agree to the other terms and provisions of this Agreement.

  
CHARLES Z. WEINGARTEN, as trustee of the Charles Z. Weingarten Insurance Trust dated April 30, 1981

  
SHARON WEINGARTEN, as trustee of the Sharon Weingarten Trust dated February 15, 1990

STATE OF ILLINOIS/ COUNTY OF COOK} SS I, the undersigned, a notary public, in and for the County and State aforesaid, DO HEREBY CERTIFY that CHARLES WEINGARTEN and SHARON WEINGARTEN, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and personally known to me to be trustees of their respective trusts, appeared before me this day in person and acknowledged that they signed and delivered this instrument as their own free and voluntary act for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this April 28, 2005.

  
Notary Public (comm. exp. 01-23-07)  



Send subsequent tax bills to: Charles & Sharon Weingarten, 2032 Meadowview Court, Northbrook Illinois 60062


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Exhibit 'A'

Limited Common Area for building site 19 That part of Lot 1 in the planned unit development of Royal Ridge, being a subdivision of part of the West ½ 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 1727.09 feet; Thence North 88 degrees 55 minutes 06 seconds West 773.46 feet to the exterior corner of a concrete foundation for a residence (known as 2032 Meadowview Court); Thence North 33 degrees 52 minutes 12 seconds West, 59.00 feet for a place of beginning; Thence along a line following the next five courses and distances coincident with the exterior foundation wall of said residence 1) South 56 degrees 07 minutes 48 seconds West, 12.33 feet; 2) North 33 degrees 52 minutes 12 seconds West, 1.67 feet; 3) South 56 degrees 07 minutes 48 seconds West, 23.87 feet; 4) South 33 degrees 52 minutes 12 seconds East, 1.67 feet; 5) South 56 degrees 07 minutes 48 seconds West, 14.21 feet; Thence North 33 degrees 52 minutes 12 seconds West, 10.00 feet; Thence North 56 degrees 07 minutes 48 seconds East, 50.41 feet; Thence South 33 degrees 52 minutes 12 seconds East, 10.00 feet to the place of beginning, in Cook County, Illinois.

Property of Cook County Clerk's Office

STATE OF ILLINOIS	# 0000002798	<b>REAL ESTATE TRANSFER TAX</b>
 MAY -2.05		00950.00
COOK COUNTY		FP351006

COOK COUNTY REAL ESTATE TRANSACTION TAX	# 0000012300	<b>REAL ESTATE TRANSFER TAX</b>
 MAY -2.05 REVENUE STAMP		00475.00
		FP351008