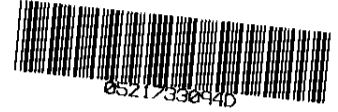


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Doc#: 0521733094
Eugene "Gene" Moore Fee: \$36.00
Cook County Recorder of Deeds
Date: 08/05/2005 09:12 AM Pg: 1 of 7

ST 171604511/2-5064029

PREPARED BY:

Ruben M. Garcia P.C.
899 Skokie Boulevard
Suite 300
Northbrook, IL 60062

AFTER RECORDING, RETURN TO:

Karen Patterson
800 Waukegan Road
Suite 202
Glenview, IL 60025

**PARTIAL ASSIGNMENT AND ASSUMPTION OF GROUND LEASE
AND SPECIAL WARRANTY DEED**

This Partial Agreement and Assumption of Ground Lease and Special Warranty Deed (this "Agreement") is made as of this 7th day of December, 1999, by and between **HAROLD D. BLACKBURN**, an unmarried man, whose address is 2143 Claridge, Northbrook, Illinois 60062 ("Assignor/Grantor"), **JUDY FRIEDMAN**, whose address is 2755 Manna Dom, Vienna, Virginia 22180 ("Assignee/Grantee").

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 Assignee/Grantee, the receipt of which is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY, AND ASSIGN, unto Assignee/Grantee, the Property, situate in the County of Cook and State of Illinois known and described as Exhibit "A" attached hereto and made 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

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Property of Cook County Clerk's Office

FP 103034
0034500
REAL ESTATE TRANSFER TAX

0000008912

REVENUE STAMP

AUG.-1.05




CCOK COUNTY
REAL ESTATE TRANSACTION TAX

COUNTY TAX

FP 103032
0069000
REAL ESTATE TRANSFER TAX

0000008834

STATE OF ILLINOIS



AUG.-1.05

REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE

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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 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 maybe, 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 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 law 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 Documents 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 Tigor Title Insurance Company is willing to insure without cost to 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

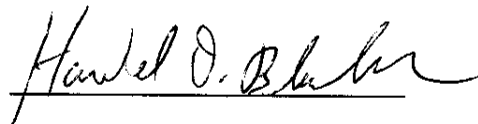
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Agreement as the Property are not and shall not be separately transferable, and any attempted conveyance or assignment of one or more (but less than all) of such interests comprising the Property shall be deemed to be a conveyance and assignment of 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:

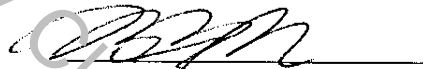
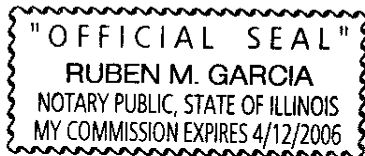
HAROLD D. BLACKBURN



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Ruben Garcia, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Harold D. Blackburn, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such person appeared before me this day in person and acknowledged that he signed and delivered to the instrument as his free and voluntary act and the free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 27th day of July, 2005.


Notary Public

My Commission expires:

Send subsequent tax bills to:

Karen Patterson
P.O. Box 657
Glenview IL 60025

Judy Friedman
~~2755 Manna Dom~~
~~Vienna, VA 22180~~
2143 Clendysie Lane
Northbrook IL 60062

UNOFFICIAL COPY**CHICAGO TITLE INSURANCE COMPANY**

ORDER NUMBER: 1409 ST5074604 SNC
STREET ADDRESS: 2143 CLARIDGE
CITY: NORTHBROOK **COUNTY:** COOK
TAX NUMBER: 04-14-301-016-0000

LEGAL DESCRIPTION:

THE BUILDING AND ALL IMPROVEMENTS (EXCLUDING THE LAND) KNOWN AS BUILDING SITE 69 AND DESCRIBED AS FOLLOWS:

THAT PART OF LOT 1 IN THE PLANNED UNIT DEVELOPMENT OF 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 COOK COUNTY, ILLINOIS, PURSUANT TO THE PLAT THEREOF RECORDED ON NOVEMBER 3, 1997 AS DOCUMENT DOCUMENT NO. 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 860.68 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 851.71 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A DUPLEX RESIDENCE (KNOWN AS 2143 AND 2147 CLARIDGE LANE), FOR A POINT OF BEGINNING;

THENCE ALONG A LINE FOLLOWING THE NEXT FIVE (5) COURSES AND SITANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE:

- 1) SOUTH 32 DEGREES 38 MINUTES 19 SECONDS EAST 12.21 FEET
- 2) NORTH 57 DEGREES 21 MINUTES 41 SECONDS EAST 5.75 FEET
- 3) SOUTH 32 DEGREES 38 MINUTES 19 SECONDS EAST 15.29 FEET
- 4) NORTH 54 DEGREES 21 MINUTES 41 SECONDS EAST 2.00 FEET;
- 5) SOUTH 32 DEGREES 38 MINUTES 19 SECONDS EAST 4.00 FEET TO THE CENTER LINE OF A PARTY WALL;

THENCE SOUTH 57 DEGREES 21 MINUTES 41 SECONDS WEST, ALONG THE CENTER LINE OF A PARTY WALL AND EXTENSION THEREOF, 66.00 FEET; THENCE, ALONG A LINE FOLLOWING THE NEXT THREE (3) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE:

- 1) NORTH 32 DEGREES 38 MINUTES 19 SECONDS WEST 23.33 FEET
- 2) NORTH 57 DEGREES 38 MINUTES 41 SECONDS EAST 21.33 FEET
- 3) NORTH 32 DEGREES 38 MINUTES 19 SECONDS WEST 8.17 FEET

THENCE NORTH 57 DEGREES 21 MINUTES 41 SECONDS EAST 38.93 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2: EASEMENT APPURTENANT TO PARCEL 1 FOR THE BENEFIT OF PARCEL 1 AS SET FORTH THE THE DECLARATION RECORDED AS DOCUMENT 97820006

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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 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.

Judy Friedman
Judy Friedman
by Karen Patterson
her attorney-in-fact

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

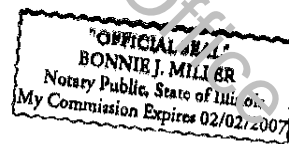
I, *the undersigned*, a notary public, in and for the County and State aforesaid, DO HEREBY CERTIFY that **Judy Friedman**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the instrument as his own free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 20 day of July 2005.

Bonnie J. Miller

Notary Public

My Commission Expires:



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PARCEL 'W'

THE WEST 92.5 FEET OF LOT 2, IN (LEE'S) A SUBDIVISION OF PART OF SECTIONS 11 AND 12, TOWNSHIP 46 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEROF RECORDED APRIL 18, 1900 AS DOCUMENT NUMBER 77857 IN BOOK "E" OF PLATS, PAGE 27, IN LAKE COUNTY, ILLINOIS,

AND ALSO

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 46 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 2 IN THE SUBDIVISION OF PART OF SECTIONS 11 AND 12, TOWNSHIP 46 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 18, 1900 AS DOCUMENT NUMBER 77857 IN BOOK "E" OF PLATS, PAGE 27, IN LAKE COUNTY, ILLINOIS, THENCE NORTH ON THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 2, TO THE WATER'S EDGE OF CHANNEL LAKE: THENCE EASTERLY ALONG SAID WATER'S EDGE TO THE NORTHERLY EXTENSION OF THE WEST 92.5 FEET OF SAID LOT 2; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION, TO THE NORTH LINE OF SAID LOT 2; THENCE WESTERLY ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

ALSO

THAT PART OF LOT "D" IN SMITH'S SECOND SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 46 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 9, 1914 AS DOCUMENT NUMBER 152537 IN BOOK "I" OF PLAT PAGE 91, IN LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT "D"; THENCE NORTH 89 DEGREES 59 MINUTES 22 SECONDS EAST, 73.69 FEET, ALONG THE NORTH LINE OF SAID LOT "D"; THENCE SOUTH 59 DEGREES 10 MINUTES 57 SECONDS WEST, 85.72 FEET TO THE WEST LINE OF SAID LOT "D"; THENCE NORTH 00 DEGREES 05 MINUTES 44 SECONDS WEST, 43.90 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS.