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TICOR TITLE
PARTIAL ASSIGNMENT AND ASSUMPTION
OF GROUND LEASE AND
SPECIAL WARRANTY DEED
(Joint Tenancy)(Illinois)



Doc#: 0532505214 Fee: \$28.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 11/21/2005 02:20 PM Pg: 1 of 3

This Partial Assignment and Assumption of Ground lease and Special Warranty Deed ("this Agreement") is made as of this 7th day of October 2005 by and between LONNA D. LEAK ("Assignor/Grantor") a married woman, of the County of Cook, State of Illinois and CICERO CHIMBANDA, a ~~MARRIED~~ * man for and in consideration of TEN & 00/100 DOLLARS, and other good consideration in hand paid by Grantee/Assignee, the receipt of which is hereby acknowledged, by these presents does remise, release, alien and convey, and assign unto Assignee/Grantee

The following described Condominium
3115 S. Michigan Ave., Unit No. 303 to wit:

SEE ATTACHED LEGAL DESCRIPTION

*MARRIED TO VERA CHIMBANDA

together with its undivided interest in and to all Common Elements, including an undivided interest in and to the Leasehold Estate created under that Certain Ground Lease for Michigan Place dated December 7, 1999 between Illinois Institute of Technology, an Illinois not-for-profit corporation, as Lessor, and Michigan Place LLC, as Lessee, recorded by the Cook County Recorder of Deeds on February 29, 2000 as document no. 00-147967 including all amendments and exhibits thereto ("the Ground Lease") (and together with exclusive right to use and enjoy the Limited Common Elements appurtenant to the Unit) allocable to the Unit pursuant to and in accordance with the provisions of the Declaration of Condominium Ownership and Easements, Restrictions, Covenants and By-Laws of Michigan Indiana Condominium dated February 23, 2001 and recorded by the Cook County Recorder of Deeds on March 15, 2001 as document 001-0205852, as the same may have been amended from time to time (as so amended, "the Declaration"), together with

All and singular the 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 Unit, with the hereditaments and appurtenances (collectively, "the Property"), TO HAVE AND TO HOLD the Unit, with the appurtenances, unto Assignees/Grantees.

And Assignor/Grantor for herself and its successors, does covenant, promise and agree to and with Assignees/Grantees and their successors, that she has not done anything whereby the Unit is, or may be, in any manner encumbered or charged, except as recited in this Agreement and that she will WARRANT AND DEFEND the Unit against all persons lawfully claiming or to claim the same by through, or under it, subject only to: General Taxes from year 2005 and subsequent years, the Illinois Condominium Property Act, the Declaration, the Ground Lease, covenants, conditions, easements recorded at any time prior to closing, visible public utilities, special assessments confirmed after the closing date, zoning laws and ordinances, drainage ditches, feeders, laterals and drain tile, pipe or other conduit restrictions of record, party wall agreements and existing leases and tenancies, if any.

Assignees/Grantees by their acceptance and execution of this Agreement, hereby expressly agree 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 Unit being conveyed and assigned by this Agreement to Assignees/Grantees (including the obligation to pay in accordance with the Ground Lease, all Ground Rent, Taxes and other amounts 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 Unit being conveyed and assigned by this Agreement to Assignees/Grantees and with respect to the Common Elements in Rent," and "Unit Owners" as used in

BOX 15

BOX 15

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this paragraph shall be the meanings set forth in the Ground Lease. Assignees/Grantees further agree that the interests conveyed and transferable, and any attempted conveyance or assignment of one or more (but less than all) of such interests comprising the Unit shall be deemed to be a conveyance and assignment of all interest comprising the Unit.

Permanent Real Estate Number(s) 17-34-102-051-1017
Address(es) of real estate: 3115 S. Michigan Ave., Unit 303, Chicago, IL. 60616

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

DATED this 7th day of October, 2005.

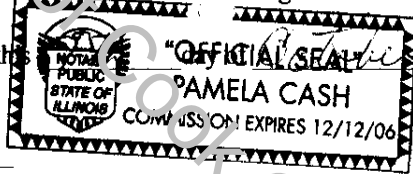
Lonna D. Leak
LONNA D. LEAK

Greg L. Sattler

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, CERTIFY THAT LONNA D. LEAK, 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 signed, sealed and delivered the instrument as his/her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 7th day of October, 2005.

Pamela E. Cash
NOTARY PUBLIC



ACCEPTANCE AND ASSUMPTION BY ASSIGNEES/GRANTEES

The undersigned, Assignees/Grantees, hereby accept the conveyance of the Unit from Assignor/Grantor 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.

Cicero ChimbarDA
CICERO CHIMBARDA

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, CERTIFY THAT CICERO CHIMBARDA, 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 signed, sealed and delivered the instrument as his/her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 7th day of October, 2005.

Pamela E. Cash
NOTARY PUBLIC



MAIL TO:
CICERO CHIMBARDA
3115 S. Michigan Ave., Unit 303
Chicago, Ill. 60616

NAME & ADDRESS OF TAXPAYER:
CICERO CHIMBARDA
3115 S. Michigan Ave., Unit 303
Chicago, Ill 60616

This instrument was prepared by Pamela E. Cash, Attorney at Law, P.O. Box 4433, Chicago, IL 60680

UNOFFICIAL COPY**TICOR TITLE INSURANCE COMPANY**

ORDER NUMBER: 2000 000573394 CH
STREET ADDRESS: 3115 S. MICHIGAN AVE. UNIT #303
CITY: CHICAGO **COUNTY:** COOK COUNTY
TAX NUMBER: 17-34-102-051-1017

LEGAL DESCRIPTION:

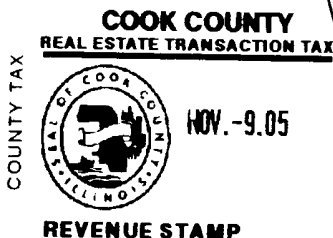
PARCEL 1: UNIT NO. 303 IN THE MICHIGAN INDIANA PLACE CONDOMINIUM (AS HEREINAFTER DESCRIBED), TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, WHICH UNIT AND COMMON ELEMENTS ARE COMPRISED OF:

(A) THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1 (H) OF THE CONDITIONS AND STIPULATIONS OF THE POLICY), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: ILLINOIS INSTITUTE OF TECHNOLOGY, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, AS LESSOR, AND MICHIGAN PLACE LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS LESSEE, DATED DECEMBER 7, 1999, WHICH LEASE WAS RECORDED FEBRUARY 29, 2000 AS DOCUMENT 00147967, AND ASSIGNMENT THERETO RECORDED JUNE 22, 2001 AS DOCUMENT 0010548277 WHICH LEASE DEMISES THE LAND (AS HEREINAFTER DESCRIBED) FOR A TERM OF YEARS ENDING DECEMBER 31, 2098 (EXCEPT THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE LAND); AND

(B) OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE FOLLOWING DESCRIBED LAND:

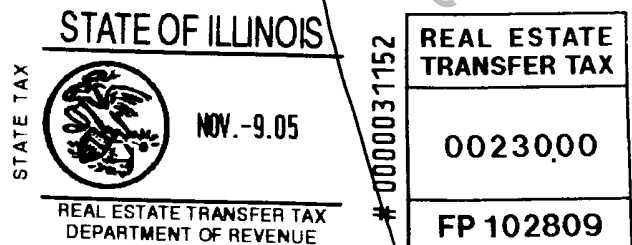
CERTAIN PARTS OF BLOCK 1 IN CHARLES WALKER'S SUBDIVISION OF THAT PART NORTH OF THE SOUTH 60 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS DELINEATED ON A SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0010205852, AS AMENDED FROM TIME TO TIME, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF 26 AND STORAGE SPACE 19, LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID.



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REAL ESTATE TRANSFER TAX
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