

# UNOFFICIAL COPY



Doc#: 0607410154 Fee: \$32.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/15/2006 12:49 PM Pg: 1 of 5

This Instrument Prepared by:

Stephen F. Galler, Esq.  
RS Homes I LLC  
350 West Hubbard Street, Suite #301  
Chicago, Illinois 60610

After Recording Return to:

Dennis M. Nolan, Esq.  
Downtown Bartlett *221 Railroad*  
Bartlett, IL 60103

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE ONLY

Send Subsequent Tax Bills to:

Justin Lesch  
1038 South Racine Avenue, Unit 201, Chicago, IL 60607

## PARTIAL ASSIGNMENT OF GROUND LEASE AND SPECIAL WARRANTY DEED

**THIS PARTIAL ASSIGNMENT OF GROUND LEASE AND SPECIAL WARRANTY DEED** ("Assignment and Deed") is made as of the 13th day of March, 2006, between RS Homes I LLC ("Grantor"), whose address is 350 West Hubbard Street, Suite #301, Chicago, Illinois 60610, and Justin Lesch, a single man, not married ("Grantee"), whose address is 519 Litchfield Lane, , Bartlett, IL 60103.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, by the Grantee, the receipt and sufficiency whereof is hereby acknowledged, by these presents does **ASSIGN, GRANT, BARGAIN, SELL AND CONVEY** with special warranty covenants unto Grantee, and its successors and assigns, **FOREVER**, all of Grantor's right, title and interest in and to the various estates described in Exhibit "A" attached hereto and made a part hereof (collectively, the "Premises"), which consists of the condominium percentage interest ownership of (a) the buildings and improvements (pursuant to the Declaration, as hereinafter defined) located on the land, and (b) an undivided leasehold estate created by that certain Ground Lease by and between the Chicago Housing Authority, an Illinois municipal corporation, as Landlord, and Grantor, as Tenant, dated May 1, 2005, and recorded in the Office of the Cook County Recorder of Deeds on June 6, 2005 as Document No. 0515727106 as the same may be amended from time to time (the "Ground Lease"), which Ground Lease demises the land for a term (the "Term") of ninety-nine (99) years beginning on May 1, 2005 and ending on April 30, 2104.

Grantor also hereby grants to Grantee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the right and easements for the benefit of the property set forth in the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for The 1038 South Racine Condominiums, a Condominium, as amended from time to time (the "Declaration"), and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.

1 of 4

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AC0603795

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Box 334

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This Assignment and Deed is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration, the same as though the provisions of the Declaration were recited and stipulated at length herein.

**TOGETHER WITH** all hereditaments and appurtenances thereunto belonging, or in anyway appertaining, and the reversion or reversions, remainder, buildings, improvements, fixtures affixed or attached to, or situated upon or acquired or used in connection therewith, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity of, in and to the above described premises;

**TO HAVE AND TO HOLD** the said premises as above described, with the appurtenances, unto Grantee, forever.

And Grantor, for itself, and its successors, does covenant, promise and agree to and with Grantee, its successors and assigns, that Grantor has not done or suffered to be done, anything whereby the premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that it **WILL WARRANT AND FOREVER DEFEND** the premises against all persons lawfully claiming, or to claim the same, by, through or under it, subject only to: (1) current, non-delinquent real estate taxes and real estate taxes for subsequent years; (2) special municipal taxes or assessments for improvements not yet completed and unconfirmed special municipal taxes or assessments; (3) the terms and provisions of the Declaration and any amendments thereto; (4) the terms and provisions of the Ground Lease including any amendments thereto or assignments or subleases thereof; (5) public, private and utility easements, including any easements established by, or implied from, the Declaration and any amendments thereto; (6) covenants, conditions and restrictions of record; (7) applicable zoning and building laws, ordinances and restrictions; (8) roads and highways, if any; (9) limitations and conditions imposed by the Act; (10) encroachments, if any, which do not materially, adversely impair the use and enjoyment of the Condominium as a residence or the parking space, if any, as a parking space for one passenger vehicle; (11) installments due after the date of the closing for assessments established pursuant to the Declaration; (12) matters over which the title company is willing to insure; (13) acts done or suffered by Grantee or anyone claiming by, through or under Grantee; (14) Grantee's mortgage, if any; and (15) leases, licenses and management agreements affecting the Parking Space, if any, and/or the Common Elements (as defined in the Declaration).

IN WITNESS WHEREOF, Grantor has signed these presents as of the day and year first written above.

**RS HOMES I LLC,**  
an Illinois limited liability company

By: **ABLA HOMES I LLC,**  
a Delaware limited liability company, its  
sole Member


By: **LR ABLA LLC,**  
a Delaware limited liability company,  
its Manager

By: **LR Development Company LLC,**  
a Delaware limited liability  
company, its sole Member

By: *John A. Walter*  
Its: Authorized Agent

STATE TAX

STATE OF ILLINOIS



MAR. 15.06


REAL ESTATE TRANSFER TAX  
DEPARTMENT OF REVENUE

# 0000093334

REAL ESTATE TRANSFER TAX
00284.50
FP 102808

COUNTY TAX

COOK COUNTY  
REAL ESTATE TRANSACTION TAX



MAR. 15.06


REVENUE STAMP

# 0000093561

REAL ESTATE TRANSFER TAX
00142.25
FP 102802

CITY TAX

CITY OF CHICAGO



MAR. 15.06

REAL ESTATE TRANSACTION TAX  
DEPARTMENT OF REVENUE

# 000008742

REAL ESTATE TRANSFER TAX
02133.75
FP 102805



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## EXHIBIT "A"

### LEGAL DESCRIPTION OF PREMISES

PARCEL 1: UNIT 201 IN THE 1038 SOUTH RACINE CONDOMINIUMS (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 BEING DEFINED IN PARAGRAPH 1.C. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: CHICAGO HOUSING AUTHORITY, AS LESSOR, AND RS HOMES LLC, AS LESSEE, DATED AS OF MAY 1, 2005, WHICH LEASE WAS RECORDED JUNE 6, 2005 AS DOCUMENT 0515727106, WHICH LEASE, AS AMENDED, DEMISES THE LAND (AS HEREINAFTER DESCRIBED IN 1(B) BELOW) FOR A TERM OF 99 YEARS (EXCEPT THE BUILDINGS AND IMPROVEMENTS ON THE LAND);

(B) OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE FOLLOWING DESCRIBED LAND: LOT 21 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, A RESUBDIVISION OF BUCKLEYS SUBDIVISION, PART OF MACALASTER'S SUBDIVISION, AND SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO, PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A-2" TO THE DECLARATION OF CONDOMINIUM, RECORDED AS DOCUMENT NUMBER 0606831109, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF P-1038-E, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM AFORESAID.

Common Address: 1038 South Racine Avenue, Unit 201, Chicago, IL 60607

Permanent Index Number(s): 17-17-334-004-0000 (affects subject property and other land for 2004)  
17-17-334-011-0000 (affects subject property and other land for 2005 and beyond)

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## ACCEPTANCE BY ASSIGNEE/GRANTEE

Grantee hereby accepts the foregoing Assignment and Deed and agrees to perform all of the obligations of the "Tenant" under the Ground Lease which arise or accrue from and after the date hereof and which relate directly and exclusively to the maintenance, repair, use and occupancy of the Unit.

[Signature]  
Name: Justin Lesch

\_\_\_\_\_  
Name: \_\_\_\_\_

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK    )

I, Dwayne Collins, a Notary Public in and for the County and State aforesaid, do hereby certify that Justin Lesch, 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 and delivered such instrument as (his) her, their own free and voluntary act, [and as the free and voluntary act of such \_\_\_\_\_], for the uses and purposes therein set forth.

GIVEN, under my hand and notarial seal this 13<sup>th</sup> day of March, 2006.

[Signature]  
Notary Public

My Commission Expires:

8/29/06

