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Doc#: 0723650044 Fee: \$36.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 08/24/2007 01:38 PM Pg: 1 of 7

PREPARED 3' AND AFTER RECORDING, PETURN TO:

Brooke Berning Peppey Padgitt, Padgitt & Peppey L.c. 560 Green Bay Road, Suite 100 Winnetka, IL 60093

PARTIAL ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND QUIT CLAIM DEED

Assignor/Grantor, for and in consideration of the sum of Ten and No/100 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, RELLASE, ALIEN AND CONVEY, QUIT CLAIM AND ASSIGN, unto Assignee/Grantee, the Property, situated in the County of Cook and State of Illinois known and described as Exhibit "A" attached hereto and made a 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 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)

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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 this Agreement; and that it WILL DEFEND the Property against all persons lawfully claiming or to claim the same, subject only to:

(1) general real estate taxes not due and payable; 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 providing same are not violated; (5) encroachments if any, (7) utility easements, if any, whether recorded or unrecorded provided same do not underlie the improvements; 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 No. 97818331 provided that such provisions do not interfere with the use and enjoyment of the premises.

Assignor/Grantor hereby releases and waives all right under and by virtue of the homestead exemption laws of the State of Illinois.

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 day and year first above written.

ASSIGNOR/GRANTOR

LUOZ DENG

Exempt under the provisions of Paragraph E, Section 31-45, Real Estate Transfer Tax Act.

STATE OF ILLINOIS

SS.

COUNTY OF COOK

I, a Notary Public, in and for the County and State aforesaid, DOES HEREBY CERTIFY that LUOL DENG appeared performent this day in person and acknowledged that he signed and delivered the instrument as his free and voluntary act, for the uses and purposes set forth therein including the release and waiver of homestead.

GIVEN under my hand and notarial scalthis 97

at day of _

2007.

*OFFICIAL SEAL"

NOTARY
NOTARY
POTARY
POTARY
STATE OF
ILLINOIS
COMMISSION EXPIRES 12/20/09

Send subsequent tax bills to:

Luol Deng, Trustee 2277 Royal Ridge Drive Northbrook, Illinois 60062 Notary Public

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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 (on a non-recourse basis) 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.

		1100
0		LUOL DENG, Trustee
STATE OF ILLINGIS)	SS	
COUNTY OF COOK	33	

I, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that LUOL DENG, personally known to me to be the same person whose name is subscribed to the foregoing instrument. In peared 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 scal this 9 to day of Ougust,

2007.



Notary Public

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LEGAL DESCRIPTION

EXHIBIT "A"

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 ASSIGNOR/GRANTOR, AS 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 ASSIGNOR/GRANTOR, 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 CLASE 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 7, 1797 AS DOCUMENT NO. 97818381.

COMMONLY KNOWN AS TECHNY PARCEL E-1 LOCATED OF THE EAST SIDE OF WAUKEGAN ROAD, SOUTH OF TECHNY ROAD, IN NORTHBROOK, ILLINOIS.

Permanent Index Number: 04-14-301-145

Each with respect solely to the Building site identified and legally described as follows:

Building Site 138

BEING 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 SOUTH 81 DEGREES 06 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 288.61 FEET; THENCE NORTH 08 DEGREES 54 MINUTES 00 SECONDS WEST 54.59 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A RESIDENCE (KNOWN AS 2277 ROYAL RIDGE DRIVE) FOR A PLACE OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT FIVE (5) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 81 DEGREES 06 MINUTES 03 SECONDS WEST, 12.21 FEET; 2) SOUTH 08 DEGREES 53 MINUTES 57 SECONDS EAST, 5.75 FEET; 3) SOUTH 81 DEGREES 06 MINUTES 03 SECONDS WEST, 15.29 FEET: 4) SOUTH 08 DEGREES 53 MINUTES 57 SECONDS EAST, 2.00 FEET; 5) SOUTH 81 DEGREES 06 MINUTES 03 SECONDS WEST, 4.00 FEET TO THE CENTERLINE OF A PARTY WALL; THENCE NORTH 08 DEGREES 53 MINUTES 57 SECONDS WEST ALONG THE CENTERLINE OF THE PARTY WALL FOR 66.00 FEET; THENCE ALONG A LINE FOLLOWING THE

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NEXT THREE (3) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) NORTH 81 DEGREES 06 MINUTES 03 SECONDS EAST, 23.34 FEET; 2) SOUTH 08 DEGREES 53 MINUTES 57 SECONDS EAST, 21.33 FEET; 3) NORTH 81 DEGREES 06 MINUTES 03 SECONDS EAST, 8.17 FEET: THENCE SOUTH 08 DEGREES 53 MINUTES 57 SECONDS EAST, 36.92 FEET TO THE PLACE OF BEGINNING, CONTAINING 1779 SQUARE FEET, IN COOK COUNTY, ILLINOIS (THE "BUILDING SITE") BUILDING SITE COMMONLY KNOWN AS 2277 ROYAL RIDGE DRIVE, NORTHBROOK, ILLINOIS 60062.

Parcel II:

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 CHRIAIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RIGHTS FOR THE POYAL RIDGE SUBDIVISION DATED AS OF NOVEMBER 3, 1997, AND RECORDED WITH THE OFFICE OF THE LECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON NOVEMBER 3,1997 AS DOCUMENT NO. 97520006 (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 III:

EASEMENTS APPURTENANT TO PARCELS 1 AND 2 FOR THE BENEFIT OF SUCH PARCELS AS SET FORTH IN THE AFORESAID DECLARATION.

EXAIBIT "B"

Limited Common Area for Building Site 138

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 SOUTH 81 DEGREES 06 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 288.61 FEET, THENCE NORTH 08 DEGREES 54 MINUTES 00 SECONDS WEST 54.59 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A RESIDENCE (KNOWN AS 2277 ROYAL RIDGE DRIVE); FOR 1. PLACE OF BEGINNING; THENCE SOUTH 08 DEGREES 53 MINUTES 57 SECONDS EAST, 14.00 FEET; THENCE SOUTH 81 DEGREES 06 MINUTES 03 SECONDS WEST, 18.00 FEET; THENCE NORTH 08 DEGREES 53 MINUTES 57 SECONDS WEST, 8.25 FEET THENCE ALONG A LINE FOLLOWING THE NEXT TWO (2) COURSES AND DISTANCES COINCIDENT WITH EXTERIOR FOUNDATION WALL OF SAID RESIDENCE 1) NORTH 61 DEGREES 06 MINUTES 03 SECONDS PAST, 5.79 FEET; 2) NORTH 08 DEGREES 53 MINUTES 57 SECONDS WEST, 5.75 FEET; THENCE NORTH 61 DEGREES 06 MINUTES 03 SECONDS EAST, 12.21 FEET TO THE PLACE OF BEGINNING; IN COOK COUNTY, ILLINOIS.

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STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

M
intor or Agent
CONTRACTOR OF ALT
"OFFICIAL SEAL" NOTARY BROOKE BERNING PEPPEY
STATE OF ILLINOIS COMMISSION EXPIRES 12/20/09

The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Subscribed and sworn to before me by the said this q = day of Avacral 2007.

Brundly Grantee (ILLINOIS COMMISSION EXPIRES 12/20/09)

Replace or Agent "OFFICIAL SEAL"

BROOKE BERNING PEPPEY STATE OF STA

NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)