

①

UNOFFICIAL COPY



Doc#: 0727156040 Fee: \$42.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/28/2007 10:51 AM Pg: 1 of 10

PREPARED BY:

(THE ABOVE SPACE RESERVED FOR RECORDING DATA)

John E. Fish
630 Dundee Road
Suite 200
Northbrook, Illinois 60062

Exempt under Real Estate Transfer Tax
Law (35 ILCS 200/31-45 Sub Par. e)
and Cook County Ord. 93-0-27 Par. e

Date: 9-27-07

AFTER RECORDING, RETURN TO:

John E. Fish
630 Dundee Road
Suite 200
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 27th day of September, 2007, by and between **RICHARD C. ROMANO and MARGARET V. ROMANO**, husband and wife, ("Assignors/Grantors"), and **RICHARD C. ROMANO and MARGARET V. ROMANO**, whose address is 3617 Olde Cottage Lane, Bonita Springs, FL 34134-1999, each as to a one-half undivided interest as tenants in common ("Assignee/Grantee").

Assignors/Grantors, for and in consideration of the sum of Ten and No/Dollars (\$10.00) and other good and valuable consideration in hand paid by each Assignee/Grantee, the receipt of which is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY, AND ASSIGN, unto Assignees/Grantees, each as to a one-half undivided interest as tenants in common, 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").

①

UNOFFICIAL COPY

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):

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 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 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 Document No. 97818381;

UNOFFICIAL COPY

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 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, Assignors/Grantors have caused this Agreement to be executed and delivered as of the day and year first above written.

ASSIGNORS/GRANTORS:

R. C. Romano

RICHARD C. ROMANO

Margaret V. Romano

MARGARET V. ROMANO

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

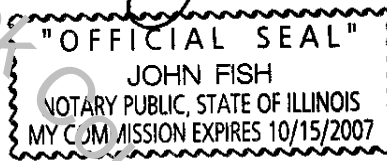
I, JOHN FISH, a Notary Public, in and for the county and State aforesaid, DO HEREBY CERTIFY that **RICHARD C. ROMANO** and **MARGARET V. ROMANO**, husband and wife, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Assignors/Grantors, appeared before me this day in persona and acknowledged that they signed and delivered the instrument as their free and voluntary act for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 27th day of September, 2007.

John Fish

Notary Public

My Commission expires:



Send subsequent tax bills to : Richard C. Romano and Margaret V. Romano
 3617 Olde Cottage Lane
 Bonita Springs, FL 34134 1909

UNOFFICIAL COPY

ACCEPTANCE AND ASSUMPTION BY ASSIGNEE/GRANTEE

Each of the undersigned Assignees/Grantees hereby accepts the assignment of the Property from Assignors/Grantors 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.

R.C. Romano

RICHARD C. ROMANO

Margaret V. Romano

MARGARET V. ROMANO

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

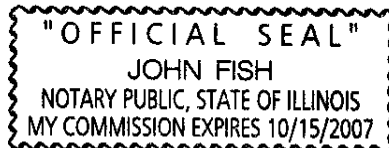
I, JOHN FISH, a Notary Public, in and for the county and State aforesaid, DO HEREBY CERTIFY that **RICHARD C. ROMANO** and **MARGARET V. ROMANO**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the instrument as their free and voluntary act for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 27th day of September, 2007.

John Fish

Notary Public

My Commission expires:



UNOFFICIAL COPY

LEGAL DESCRIPTION

EXHIBIT "A"

PARCEL I:

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 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 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 3, 1997 AS DOCUMENT NO. 97818381.

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

PERMANENT INDEX NUMBER: 04-14-301-028 and 04-14-301-163

UNOFFICIAL COPY

EACH WITH RESPECT SOLELY TO THE BUILDING SITE IDENTIFIED AND LEGALLY DESCRIBED AS FOLLOWS:

BUILDING SITE 21

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 NORTH 01 DEGREES 04 MINUTES 54 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 1652.52 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 889.04 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION OF A RESIDENCE (KNOWN AS 2044 MEADOWVIEW COURT) FOR A PLACE OF BEGINNING; THENCE FOLLOWING THE NEXT NINETEEN (19) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 51 DEGREES 18 MINUTES 29 SECONDS WEST, 23.56 FEET; 2) NORTH 38 DEGREES 41 MINUTES 31 SECONDS WEST, 22.55 FEET; 3) SOUTH 51 DEGREES 18 MINUTES 29 SECONDS WEST, 20.92 FEET; 4) SOUTH 38 DEGREES 41 MINUTES 31 SECONDS EAST, 2.00 FEET; 5) SOUTH 51 DEGREES 18 MINUTES 29 SECONDS WEST, 12.17 FEET; 6) NORTH 38 DEGREES 41 MINUTES 31 SECONDS WEST, 10.66 FEET; 7) SOUTH 51 DEGREES 18 MINUTES 29 SECONDS WEST, 2.67 FEET; 8) NORTH 38 DEGREES 41 MINUTES 31 SECONDS WEST, 15.83 FEET; 9) NORTH 51 DEGREES 18 MINUTES 29 SECONDS EAST, 2.67 FEET; 10) NORTH 38 DEGREES 41 MINUTES 31 SECONDS WEST, 23.02 FEET; 11) NORTH 51 DEGREES 18 MINUTES 29 SECONDS EAST, 20.00 FEET; 12) SOUTH 38 DEGREES 41 MINUTES 31 SECONDS EAST, 8.00 FEET; 13) NORTH 51 DEGREES 18 MINUTES 29 SECONDS EAST, 5.00 FEET; 14) SOUTH 38 DEGREES 41 MINUTES 31 SECONDS EAST, 1.83 FEET; 15) NORTH 51 DEGREES 18 MINUTES 29 SECONDS EAST, 14.62 FEET; 16) SOUTH 83 DEGREES 41 MINUTES 31 SECONDS EAST, 8.27 FEET; 17) SOUTH 38 DEGREES 41 MINUTES 31 SECONDS EAST, 5.62 FEET; 18) NORTH 51 DEGREES 18 MINUTES 29 SECONDS EAST, 11.17 FEET; 19) SOUTH 38 DEGREES 41 MINUTES 31 SECONDS EAST, 48.77 FEET TO THE PLACE OF BEGINNING, CONTAINING 2793 SQUARE FEET, IN COOK COUNTY, ILLINOIS (THE "BUILDING SITE") COMMONLY KNOWN AS 2044 MEADOWVIEW COURT, NORTHBROOK, ILLINOIS 60062.

UNOFFICIAL COPY

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 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 NO. 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 III:

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

UNOFFICIAL COPY

EXHIBIT "B"

LIMITED COMMON AREA FOR BUILDING SITE 21

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 97818331 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 1652.52 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 889.04 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION OF A RESIDENCE (KNOWN AS 2044 MEADOWVIEW COURT); THENCE NORTH 38 DEGREES 41 MINUTES 31 SECONDS WEST ALONG AN EXTREIOR FOUNDATION WALL OF SAID RESIDENCE, 48.77 FEET FOR A PLACE OF BEGINNING; THENCE FOLLOWING THE NEXT SEVEN (7) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE, 1) SOUTH 51 DEGREES 18 MINUTES 29 SECONDS WEST, 11.17 FEET; 2) NORTH 38 DEGREES 41 MINUTES 31 SECONDS WEST, 5.62 FEET; 3) NORTH 83 DEGREES 41 MINUTES 31 SECONDS WEST, 8.27 FEET; 4) SOUTH 51 DEGREES 18 MINUTES 29 SECONDS WEST, 14.62 FEET; 5) NORTH 38 DEGREES 41 MINUTES 31 SECONDS WEST, 1.83 FEET; 6) SOUTH 51 DEGREES 18 MINUTES 29 SECONDS WEST, 5.00 FEET; 7) NORTH 38 DEGREES 41 MINUTES 31 SECONDS WEST, 8.00 FEET; THENCE NORTH 51 DEGREES 18 MINUTES 29 SECONDS EAST, 36.64 FEET; THENCE SOUTH 38 DEGREES 41 MINUTES 31 SECONDS EAST, 21.30 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

STATEMENT BY GRANTOR AND GRANTEE

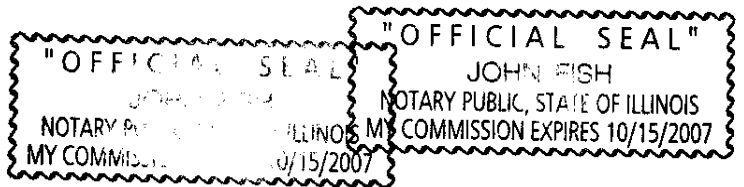
The grantor or grantor's agent affirms that, to the best of grantor's knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title 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.

Dated: September 28, 2007

Signature: Rachael Schuelke
Grantor or Agent

Subscribed and sworn to before me on September 28, 2007.

John Fish
NOTARY PUBLIC



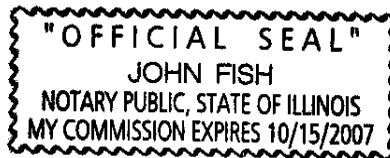
The grantee or grantee's agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, 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.

Dated: September 28, 2007

Signature: Rachael Schuelke
Grantee or Agent

Subscribed and sworn to before me on September 28, 2007.

John Fish
NOTARY PUBLIC



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.)