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1998-12-08 12:42:07
Cook County Recorder 39.50

COOK COUNTY
RECORDER
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08109562

PREPARED BY:

DANIEL E. FAJERSTEIN
MATLIN & FAJERSTEIN
555 SKOKIE BOULEVARD
SUITE 500
NORTHBROOK, ILLINOIS
60062

AFTER RECORDING, RETURN TO:

AMY KOENIG
BARACK, FERRAZZANO, KIRSCHBAUM, PERLMAN & NAGELBERG
333 W. WACKER DRIVE
SUITE 2700
CHICAGO, ILLINOIS
60606

**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 16th day of October, 1998, by and between **RKZ VENTURE GROUP, L.L.C.**, an Illinois limited liability company, whose address is 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631 ("Assignor/Grantor"), and **DIANE HELLER**, whose address is 207 Valley View Drive, Wilmette, Illinois 60091 ("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

Handwritten signature and date: 10-18

Property of Cook County Clerk's Office

2500 2517



Property of Cook County Clerk's Office

18T #
11748184

STATE OF ILLINOIS
DEC-98 595.00
REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE 966868

Cook County
REAL ESTATE TRANSACTION TAX
DEC 98 297.50
REVENUE STAMP 963204

TICOR MLTE

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 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 Property 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 hereof;
- (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 provided the same do not interfere with the Assignee/Grantee's intended use of the Property as a residence;
- (5) acts done or suffered by Assignee/Grantee or anyone claiming by, through or under Assignee/Grantee;
- (6) utility easements serving the Property and the common elements, if any, provided the same do not interfere with the Assignee/Grantee's intended use of the Property as a residence;
- (7) 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 provided the same do not interfere with the Assignee/Grantee's intended use of the Property as a residence; and
- (8) liens and other matters of title over which the Title Company is willing to insure without cost to Assignee/Grantee.

Assignor/Grantor warrants that the Ground Lease is in full force and effect and that there are no defaults thereunder. Assignor/Grantor further warrants Assignee/Grantee for any obligations or liabilities accruing under the Ground Lease prior to the date hereof.

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, Assignor/Grantor has caused this Agreement to be executed and delivered as of the day and year first above written.

ASSIGNOR/GRANTOR:

RKZ VENTURE GROUP, L.L.C.,

an Illinois limited liability company

By:  Name: Marvin Romaneck

STATE OF ILLINOIS)
LAKE) SS.
COUNTY OF ~~COOK~~)

I, Laura Lee Shields, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Marvin Romaneck as Manager of RKZ VENTURE GROUP, L.L.C., an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager.

appeared before me this day in person and acknowledged that he signed and delivered the instrument as his free and voluntary act and the free and voluntary act of such limited liability company, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 16th day of October, 1998.

Laura Lee Shields
Notary Public

My Commission expires:



Send subsequent tax bills to:

Diane Heller
926 Waterford Lane PA
Northbrook, IL 60062

Property of Cook County Clerk's Office

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 with respect to the property being conveyed as described in this Agreement and to agree to the other terms and provisions of this Agreement.

Diane Heller
Name: **Diane Heller**

STATE OF IL)
COUNTY OF COOK) SS.

I, the undersigned, a notary public, in and for the County and State aforesaid, DO HEREBY CERTIFY that **Diane Heller**, 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 severally acknowledged that they signed and delivered the instrument as their own free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 16th day of October, 1998.

My Commission Expires:

"OFFICIAL SEAL"
SANDRA A. YOHE
Notary Public, State of Illinois
My Commission Expires 09/16/2000

Sandra A. Yohe
Notary Public

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.

PINS: 04-14-100-023 AND 04-14-100-024

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

BUILDING SITE 110

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 1123.64 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 476.97 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A RESIDENCE (KNOWN AS 926 WATERFORD LANE) FOR A PLACE OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT EIGHTEEN (18) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 66 DEGREES 38 MINUTES 14 SECONDS WEST 26.56 FEET; 2) SOUTH 23 DEGREES 21 MINUTES 46 SECONDS EAST 20.92 FEET; 3) NORTH 66 DEGREES 38 MINUTES 14 SECONDS EAST 2.00 FEET; 4) SOUTH 23 DEGREES 21 MINUTES 46 SECONDS EAST 12.17 FEET; 5) SOUTH 66 DEGREES 38 MINUTES 14 SECONDS WEST 10.66 FEET; 6) SOUTH 23 DEGREES 21 MINUTES 46 SECONDS EAST 2.67 FEET; 7) SOUTH 66 DEGREES 38 MINUTES 14 SECONDS WEST 15.83 FEET; 8) NORTH 23 DEGREES 21 MINUTES 46 SECONDS WEST 2.67 FEET; 9) SOUTH 66 DEGREES 38 MINUTES 14 SECONDS WEST 23.02 FEET; 10) NORTH 23 DEGREES 21 MINUTES 46 SECONDS WEST 20.00 FEET; 11) NORTH 66 DEGREES 38 MINUTES 14 SECONDS EAST 8.00 FEET; 12) NORTH 23 DEGREES 21 MINUTES 46 SECONDS WEST 5.00 FEET; 13) NORTH 66 DEGREES 38 MINUTES 14 SECONDS EAST 1.83 FEET; 14) NORTH 23 DEGREES 21 MINUTES 46 SECONDS WEST 14.62 FEET; 15) NORTH 21 DEGREES 38 MINUTES 14 SECONDS EAST 8.27 FEET; 16) NORTH 66 DEGREES 38 MINUTES 14 SECONDS EAST 5.62 FEET; 17) NORTH 23 DEGREES 21 MINUTES 46 SECONDS WEST 11.17 FEET; 18) NORTH 66 DEGREES 38 MINUTES 14 SECONDS EAST 52.77 FEET; THENCE SOUTH 23 DEGREES 21 MINUTES 46 SECONDS EAST 23.55 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS (THE "BUILDING SITE") BUILDING SITE COMMONLY KNOWN AS 926 WATERFORD LANE, 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 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.

EXHIBIT "B"

LIMITED COMMON AREA FOR BUILDING SITE 110

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 1123.64 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 476.97 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A RESIDENCE (KNOWN AS 926 WATERFORD LANE); THENCE ALONG A LINE FOLLOWING THE NEXT TWO (2) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) NORTH 23 DEGREES 21 MINUTES 46 SECONDS WEST 23.55 FEET; 2) THENCE SOUTH 66 DEGREES 38 MINUTES 14 SECONDS WEST 52.77 FEET FOR A PLACE OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT SEVEN (7) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 23 DEGREES 21 MINUTES 46 SECONDS EAST 11.17 FEET; 2) SOUTH 66 DEGREES 38 MINUTES 14 SECONDS WEST 5.62 FEET; 3) SOUTH 21 DEGREES 38 MINUTES 14 SECONDS WEST 8.27 FEET; 4) SOUTH 23 DEGREES 21 MINUTES 46 SECONDS EAST 14.62 FEET; 5) SOUTH 66 DEGREES 38 MINUTES 14 SECONDS WEST 1.83 FEET; 6) SOUTH 23 DEGREES 21 MINUTES 46 SECONDS EAST 5.00 FEET; 7) SOUTH 66 DEGREES 38 MINUTES 14 SECONDS WEST 8.00 FEET; THENCE NORTH 23 DEGREES 21 MINUTES 46 SECONDS WEST 36.64 FEET; THENCE NORTH 66 DEGREES 38 MINUTES 14 SECONDS EAST 21.30 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.