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0928940058

**PARTIAL ASSIGNMENT AND
ASSUMPTION OF GROUND
LEASE AND SPECIAL
WARRANTY DEED**

Doc#: 0928940058 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 10/16/2009 12:26 PM Pg: 1 of 7

F.A.T.I.C.

File # 1980923

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND SPECIAL WARRANTY DEED (this "Agreement") is made as of this October 1 2009, by and between DONALD CASEY and CHRISTINE CASEY, husband and wife, of 2213 Wyndance Way, Northbrook, Illinois 60062 ("Assignor/Grantor") and GEORGE F. HARTNETT and MARIANNE N. HARTNETT, husband and wife, of 240 Old Farm Road, Northfield, Illinois 60093 ("Assignee/Grantee")

Assignor/Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS, and other good and valuable consideration, receipt whereof is hereby acknowledged, does hereby remise, release, alien, convey and assign to the Assignee/Grantee, as husband and wife, not as Joint Tenants or Tenants in Common but as Tenants by the Entirety, the Property, situated in the COUNTY OF COOK, STATE OF ILLINOIS, known and described in 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 in 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 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 appurtenances, unto Assignee/Grantee.

And Assignor/Grantor for themselves and their successors, does covenant, promise and agree to and with Assignee/Grantee and their successors, that they have 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 they will WARRANT AND DEFEND the Property against all persons lawfully claiming or to claim the same by, through or under them, subject only to:

General Real Estate Taxes for the year 2008 and subsequent years; the Ground Lease, including all amendments and exhibits; the Declaration, including all amendments and exhibits; applicable zoning and building laws and ordinances; encroachments, if any; building lines; covenants; conditions; restrictions; easements; declarations and agreements of record; so long as they do not interfere with the current use and enjoyment of the Property as a residence.

This Partial Assignment And Assumption Of Ground Lease and Special Warranty Deed is not and shall not be deemed to be a conveyance of the fee simple title of the land.

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Property of Cook County Clerk's Office

STATE OF ILLINOIS
 REAL ESTATE TRANSFER TAX
 DEPARTMENT OF REVENUE
 OCT. 13.09
 STATE TAX

890.00000 #

REAL ESTATE TRANSFER TAX
 00875.00
 FP 103027

COOK COUNTY
 REAL ESTATE TRANSACTION TAX
 OCT. 13.09
 COUNTY TAX

890.00000 #

REAL ESTATE TRANSFER TAX
 00487.50
 FP 103028

REVENUE STAMP

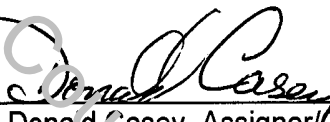
UNOFFICIAL COPY

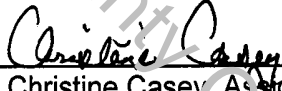
Assignee/Grantee by their acceptance and execution of this Agreement hereby expressly agree to assume on a non-recourse basis all rights and obligations of the Lessee pursuant to the terms of the Ground Lease, with respect to the Property being conveyed and assigned by this Agreement to the Assignee/Grantee (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 in 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.

And the said Assignor/Grantor hereby expressly waive and release any and all right or benefit under and by virtue of any and all statutes of the State of Illinois providing for the exemption of homesteads from the sale on execution or otherwise.

IN WITNESS WHEREOF, Assignor/Grantor have executed this Agreement on October 1 2009 in Northbrook, Illinois.


 _____ (SEAL)
 Donald Casey, Assignor/Grantor


 _____ (SEAL)
 Christine Casey, Assignor/Grantor

Mail this Partial Assignment to:

William Hielscher, Esq.
 550 Frontage Road – 2410
 Northfield IL 60093

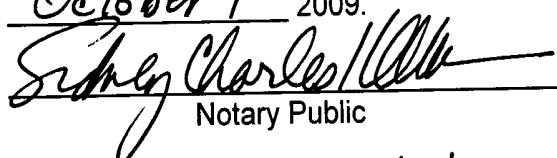
Address of Property:

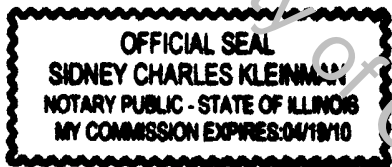
2213 Wyndance Way
 Northbrook, IL 60062

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

I, the undersigned, a Notary Public in and for the County of Cook, State of Illinois, DO HEREBY CERTIFY that DONALD CASEY and CHRISTINE CASEY, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this October 1 2009 in person and acknowledged that they signed, sealed and delivered this instrument as their own free and voluntary act, for the uses and purposes set forth therein, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this October 1 2009.

Notary Public



My Commission expires 04/19/2010

This instrument was prepared by:

Sidney C. Kleinman
14 North Peoria Street - 5H
Chicago IL 60607

Mail subsequent tax bills to:

George F. Hartnett
2213 Wyndance Way
Northbrook IL 60062

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ACCEPTANCE AND ASSUMPTION BY ASSIGNEE/GRANTEE

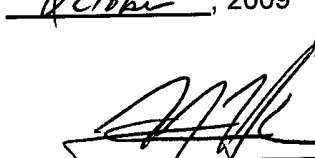
STATE OF ILLINOIS)
)
COUNTY OF COOK)

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 as described therein.

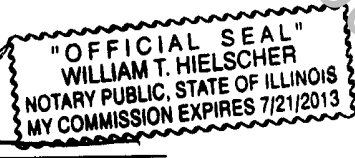

George F. Hartnett


Marianne N. Hartnett

Subscribed and sworn to
before me this 1st
October, 2009



Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

Legal Description: 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.

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

BUILDING SITE 122

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 DEGREE 04 MINUTES 54 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 571.83 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 187.02 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A RESIDENCE FOR A PLACE OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT 18 COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE, 1) NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST, 11.64 FEET; 2) SOUTH 1 DEGREE 04 MINUTES 54 SECONDS WEST, 3.00 FEET; 3) NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST, 3.33 FEET; 4) NORTH 1 DEGREE 04 MINUTES 54 SECONDS EAST, 3.00 FEET; 5) NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST, 6.83 FEET; 6) SOUTH 1 DEGREE 04 MINUTES 54 SECONDS WEST, 3.00 FEET; 7) NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST, 3.33 FEET; 8) NORTH 1 DEGREE 04 MINUTES 54 SECONDS EAST, 3.00 FEET; 9) NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST, 3.20 FEET; 10) SOUTH 1 DEGREE 04 MINUTES 54 SECONDS WEST, 11.67 FEET; 11) NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST, 22.00 FEET; 12) NORTH 1 DEGREE 04 MINUTES 54 SECONDS EAST, 59.00 FEET; 13) SOUTH 88 DEGREES 55 MINUTES 06 SECONDS EAST, 12.33 FEET; 14) NORTH 1 DEGREE 04 MINUTES 54

SECONDS EAST, 1.67 FEET; 15) SOUTH 88 DEGREES 55 MINUTES 06 SECONDS EAST, 23.87 FEET; 16) SOUTH 1 DEGREE 04 MINUTES 54 SECONDS WEST, 1.67 FEET; 17) SOUTH 88 DEGREES 55 MINUTES 06 SECONDS EAST, 14.21 FEET; 18) SOUTH 1 DEGREE 04 MINUTES 54 SECONDS WEST, 47.33 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL II:

EASEMENTS APPURTENANT TO PARCEL 1 FOR THE BENEFIT OF SUCH PARCEL AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RIGHTS FOR ROYAL RIDGE SUBDIVISION RECORDED NOVEMBER 3, 1997 AS DOCUMENT NO. 97820006.

LIMITED COMMON AREA FOR BUILDING SITE 122

Exhibit B
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THAT PART OF LOT 1 IN THE PLANNED UNIT DEVELOPMENT OF 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 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 DEGREE 04 MINUTES 54 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 571.83 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 187.02 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A RESIDENCE; THENCE NORTH 1 DEGREE 04 MINUTES 54 SECONDS EAST, 47.33 FEET FOR A PLACE OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT 4 COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST, 14.21 FEET; 2) NORTH 1 DEGREE 04 MINUTES 54 SECONDS EAST, 1.67 FEET; 3) NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST, 23.87 FEET; 4) SOUTH 1 DEGREE 04 MINUTES 54 SECONDS WEST, 1.67 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST, 12.33 FEET; THENCE NORTH 1 DEGREE 04 MINUTES 54 SECONDS EAST, 10.0 FEET; THENCE SOUTH 88 DEGREES 55 MINUTES 06 SECONDS EAST, 50.42 FEET; THENCE SOUTH 1 DEGREE 04 MINUTES 54 SECONDS WEST, 10.0 FEET; TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 04-14-301-129-0000

Property Address: 2213 Wyndance Way, Northbrook, Illinois 60062

Property of Cook County Clerk's Office