



Doc#: 1029331026 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/20/2010 11:02 AM Pg: 1 of 5

## PARTIAL ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND WARRANTY DEED

The Partial Assignment and Assumption of Ground Lease and Warranty Deed (this "Agreement") is made this fifteenth day of October, 2010 by and between Mary Krause Carrigan of Naples, FL ("Assignor/Grantor") and Sandpoint Properties, LLC of Naples, FL ("Assignee/Grantee")

Assignor/Grantor for and in consideration of the sum of Ten Dollars (\$10) and other good and valuable consideration in good hand paid by Assignees/Grantees, the receipt of which is hereby acknowledged, WARRANT AND CONVEYS AND ASSIGNS unto Assignee/Grantee, the property, situated in the County of Cook, State of Illinois known and described on Exhibit A attached hereto and made part of (collectively, the "Property").

Together with the exclusive rights 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, (but excluding fee simple title to the land). 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 of 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):

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, TO HAVE AND TO HOLD the Property, with the appurtenances, unto the Assignee/Grantee forever.

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND WARRANTY DEED IS SUBJECT TO: general real estate taxes for 2010 and subsequent; the Ground Lease, including all amendments and exhibits; covenants, conditions, and restrictions, easements, declarations, and agreements of record including, without limitation, those set forth on the Plat and any planned unit development plat of Royal Ridge Subdivision; taxes or assessments, if any, for improvements not yet completed; installments, if any, not due at the date hereof any special tax or assessment for improvements hereto completed, building lines and building and liquor restrictions of record; zoning and building laws and ordinances; private, public and utility easements; public roads and highways; installments due after the date of closing of assessments established pursuant of the Declaration; covenants and restrictions of record as to use and occupancy; party wall rights and agreements, if any; acts done or suffered by or through the Assignee/Grantee.

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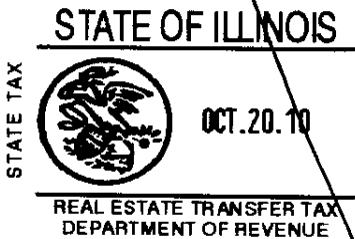
Assignee/Grantee, by its acceptance and execution of this agreement, hereby expressly agrees to assume (on a non-recourse basis) all rights and obligations of the Lessee pursuant to the terms of the Ground Lease, with respect to the property being conveyed and assigned by this agreement to Assignee/Grantee (including the obligation to pay in accordance with Section 3.1 (e) of the Ground Lease, 1/151 of the Ground Rent due the 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 with all of the other Unit Owners). The terms, "Lessee", "Ground Rent", "Common Area", and "Unit Owners" used in this paragraph shall have the meaning set forth in the Ground Lease. Assignee/Grantee further agrees that the interests conveyed and assigned by this Agreement as to 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 THEREOF, Assignors/Grantors have caused this agreement to be executed and delivered as of the day and year first above written.

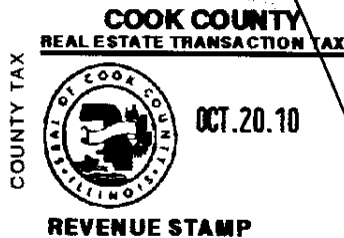
PIN#: 04-14-301-027-000; 04-14-301-162-000

PROPERTY ADDRESS: 2038 MEADOWVIEW COURT, NORTHBROOK, ILLINOIS 60062

*Mary Krause Carrigan*  
 MARY KRAUSE CARRIGAN



# 0000059667	REAL ESTATE TRANSFER TAX
	0084000
	FP 103037



# 0000071959	REAL ESTATE TRANSFER TAX
	0042000
	FP 103042

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STATE OF ILLINOIS    )  
   ) SS  
 COUNTY OF COOK     )

I, a Notary Public in Cook County, Illinois certify that MARY KRAUSE CARRIGAN, known to be the same person whose name is signed to this instrument, personally appeared before me on this day and acknowledged that she freely and voluntarily signed, sealed and delivered this instrument for the purposes stated herein, including the release and waiver of the homestead rights.

Given under my hand and official seal on October 18, 2010. Michelle Wilburn  
 Notary Public



### ACCEPTANCE AND ASSUMPTION BY ASSIGNEE/GRANTEE

The undersigned, Assignee/Grantee, hereby accept 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 in this Agreement and to agree to the other terms and provisions of this Agreement.

Kevin Carrigan  
 Sandpoint Properties, LLC  
 Kevin Carrigan, Managing Member

STATE OF ILLINOIS    )  
   ) SS  
 COUNTY OF COOK     )

I, a Notary Public in Cook County, Illinois certify that KEVIN CARRIGAN, known to be the same person whose name is signed to this instrument, personally appeared before me on this day and acknowledged that he freely and voluntarily signed, sealed and delivered this instrument for the purposes stated herein, including the release and waiver of the homestead rights.

Given under my hand and official seal on October 18, 2010. Michelle Wilburn  
 Notary Public



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THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS:

PARCEL 1:

(A) THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE:

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 ORDER 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:

(EXCEPT THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE LAND)

LOT 1 IN ROYAL RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 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, 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.

(B) OWNERSHIP OF THE BUILDING AND IMPROVEMENTS LOCATED ON THE FOLLOWING DESCRIBED LAND:

BUILDING SITE 20:

BEING THAT PART OF LOT 1 IN THE PLANNED UNIT DEVELOPMENT OF ROYAL RIDGE, BEING A SUBDIVISION OF PART OF THE WEST 1/2 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 1691.58 FEET; THENCE

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NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 832.20 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION OF A RESIDENCE (KNOWN AS 2038 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 56 DEGREES 06 MINUTES 37 SECONDS WEST, 23.56 FEET; 2) NORTH 33 DEGREES 53 MINUTES 23 SECONDS WEST, 22.56 FEET; 3) SOUTH 56 DEGREES 06 MINUTES 37 SECONDS WEST, 20.92 FEET; 4) SOUTH 33 DEGREES 53 MINUTES 23 SECONDS EAST, 2.00 FEET; 5) SOUTH 56 DEGREES 06 MINUTES 37 SECONDS WEST, 12.17 FEET; 6) NORTH 33 DEGREES 53 MINUTES 23 SECONDS WEST, 10.66 FEET; 7) SOUTH 56 DEGREES 06 MINUTES 37 SECONDS WEST, 2.67 FEET; 8) NORTH 33 DEGREES 53 MINUTES 23 SECONDS WEST, 15.83 FEET; 9) NORTH 56 DEGREES 06 MINUTES 37 SECONDS EAST, 2.67 FEET; 10) NORTH 33 DEGREES 53 MINUTES 23 SECONDS WEST, 23.02 FEET; 11) NORTH 56 DEGREES 06 MINUTES 37 SECONDS EAST, 20.00 FEET; 12) SOUTH 33 DEGREES 53 MINUTES 23 SECONDS EAST, 8.00 FEET; 13) NORTH 56 DEGREES 06 MINUTES 37 SECONDS EAST, 5.00 FEET; 14) SOUTH 33 DEGREES 53 MINUTES 23 SECONDS EAST, 1.83 FEET; 15) NORTH 56 DEGREES 06 MINUTES 37 SECONDS EAST, 14.62 FEET; 16) SOUTH 78 DEGREES 53 MINUTES 23 SECONDS EAST, 8.27 FEET; 17) SOUTH 33 DEGREES 53 MINUTES 23 SECONDS EAST, 5.62 FEET; 18) NORTH 56 DEGREES 06 MINUTES 37 SECONDS EAST, 11.17 FEET; 19) SOUTH 33 DEGREES 53 MINUTES 23 SECONDS EAST, 48.77 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## 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 NUMBER 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 FOR THE BENEFIT OF PARCELS I AND II AS CREATED BY 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.