



Doc#: 1103544111 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/04/2011 03:44 PM Pg: 1 of 7

PREPARED BY:

Steven D. Spector
Steven Spector, LLC
150 S. Wacker Drive
Suite #1200
Chicago, Illinois 60606

JWT # 16-0579

AFTER RECORDING, RETURN TO:

Steven Spector
Steven Spector, LLC
150 S. Wacker Drive
Suite #1200
Chicago, Illinois 60606

**PARTIAL ASSIGNMENT AND ASSUMPTION OF GROUND LEASE
AND SPECIAL DEED IN TRUST**

This Partial Assignment and Assumption of Ground Lease and Special Deed In Trust (this "Agreement") is made as of this 25th day of January, 2011 by and between Jordan Hecktman and Marlene Hecktman, individually and as husband and wife, whose address is 575 Sanctuary Drive #A401 Long Boat Key, FL 34228 ("Assignors/Grantors") and Jeffrey Hecktman, Trustee, Jeffrey Hecktman Trust of the City of Highland Park, IL, Lake County, State of Illinois, ("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 Assignee/Grantee, the receipt of which is hereby acknowledged, by these presents do REMISE, RELEASE, ALIEN AND CONVEY, AND ASSIGN, unto Assignee/Grantee, situated in the County of Cook and State of Illinois, to wit:

See Legal Description attached hereto as Exhibit A (collectively, the "Property")

Permanent Index Number: 04-14-301-120-0000

Property Address: 950 Waterford Lane, Northbrook, IL 60062

Together with the exclusive right to use and enjoy the Limited Common Area appurtenant to the Building Site and legally described on Exhibit A 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,

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title, interest, claim or demand whatsoever, of Assignors/Grantors, 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 upon the Assignee/Grantee and for the used and purposed herein and in said trust agreement set forth:

Assignors/Grantors, for themselves and their successors, do covenant, promise and agree to and with Assignee/Grantee and its 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 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; and (9) liens and other matters of title over which Guaranty National Title Company as agent for Fidelity National Title Insurance Company is willing to insure without cost to Assignee/Grantee.

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 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.

Full power and authority are hereby granted to said trustee to improve, manage, and protect said property; to contract to sell; to grant options to purchase; to sell on any terms; to convey either with or without consideration; to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee; to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof; to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in the present or in the future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any

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terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter; to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals; to partition or to exchange said property or any part thereof, for other real or personal property; to grant easements or charges of any kind; to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof and to deal with said property and every part thereof and all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expedience of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that the time of delivery thereof the trustee created by this Indenture and by said trust agreement was in full force and effect (b) that such conveyance or other instrument was executed in accordance with the trust, conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder; (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all title, estate, rights powers, authorities, duties and obligations of its, his or their predecessor in trust.

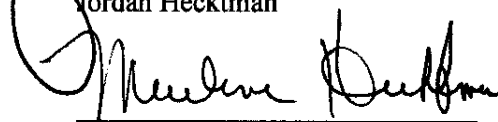
The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

And the said grantors hereby waive and release any and all right and benefit under and by virtue of any and all statutes of the state of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

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:


Jordan Hecktman

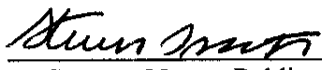

Marlene Hecktman

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STATE OF ILLINOIS)
) ss.
)
 COUNTY OF COOK)

I, Steven Spector, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that JORDAN HECKTMAN AND MARLENE HECKTMAN, 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 25th day of January, 2011.

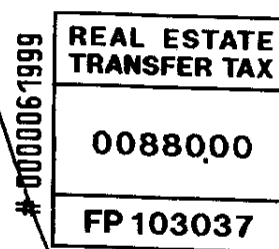
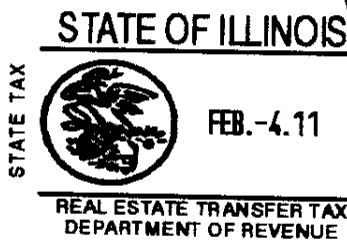
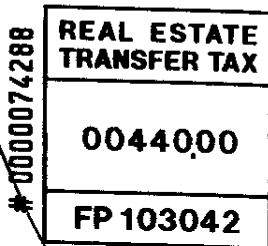
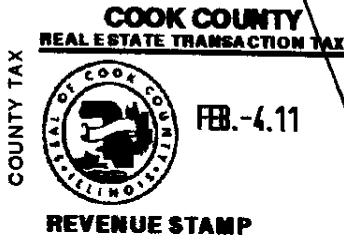

 Steven Spector, Notary Public

My commission expires April 10, 2012



Send subsequent tax bills to:


Jeffrey Hecktman, Trustee
 Jeffrey Hecktman Trust
 5 Revere Drive Suite 206
 Northbrook, IL 60062



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ACCEPTANCE AND ASSUMPTION BY ASSIGNEE/GRANTEE

The undersigned, Assignee/Grantee, 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.


 Jeffrey Hecktman, Trustee, Jeffrey Hecktman Trust

I, Steven Spector, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that JEFFREY HECKTMAN, TRUSTEE OF THE JEFFREY HECKTMAN TRUST, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee, 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 Trust, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 25th day of January, 2011.


 Steven Spector, Notary Public

My commission expires April 10, 2012



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FIDELITY NATIONAL TITLE INSURANCE COMPANY

Title No.: 10-0579
Agent Order/File No.: 10-0579

LEGAL DESCRIPTION EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

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 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 THE RESPECT SOLELY TO THE BUILDING SITE IDENTIFIED AND LEGALLY DESCRIBED AS FOLLOWS: BUILDING SITE 113

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 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 936.32 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 329.73 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A RESIDENCE (KNOWN AS 950 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 86 DEGREES 17 MINUTES 20 SECONDS WEST 20.00 FEET; 2) NORTH 03 DEGREES 42 MINUTES 40 SECONDS WEST 8.00 FEET; 3) SOUTH 86 DEGREES 17 MINUTES 20 SECONDS WEST 5.00 FEET; 4) NORTH 03 DEGREES 42 MINUTES 40 SECONDS WEST 1.83 FEET; 5) SOUTH 86 DEGREES 17 MINUTES 20 SECONDS WEST 14.62 FEET; 6) NORTH 48 DEGREES 42 MINUTES 40 SECONDS WEST 8.27 FEET; 7) NORTH 03 DEGREES 42 MINUTES 40 SECONDS WEST 5.62 FEET; 8) SOUTH 86 DEGREES 17 MINUTES 20 SECONDS WEST 11.17 FEET; 9) NORTH 03 DEGREES 42 MINUTES 40 SECONDS WEST 48.77 FEET; 10) NORTH 86 DEGREES 17 MINUTES 20 SECONDS EAST 23.56 FEET; 11) SOUTH 03 DEGREES 42 MINUTES 40 SECONDS EAST 22.56 FEET; 12) NORTH 86 DEGREES 17 MINUTES 20 SECONDS EAST

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FIDELITY NATIONAL TITLE INSURANCE COMPANY

Title No.: 10-0579
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LEGAL DESCRIPTION

(Continued)

20.92 FEET; 13) NORTH 03 DEGREES 42 MINUTES 40 SECONDS WEST 2.00 FEET; 14) NORTH 86 DEGREES 17 MINUTES 20 SECONDS EAST 12.17 FEET; 15) SOUTH 03 DEGREES 42 MINUTES 40 SECONDS EAST 10.66 FEET; 16) NORTH 86 DEGREES 17 MINUTES 20 SECONDS EAST 2.67 FEET; 17) SOUTH 03 DEGREES 42 MINUTES 40 SECONDS EAST 15.83 FEET; 18) SOUTH 86 DEGREES 17 MINUTES 20 SECONDS WEST 2.67 FEET; THENCE SOUTH 03 DEGREES 42 MINUTES 40 SECONDS EAST 23.02 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS (THE "BUILDING SITE") BUILDING SITE COMMONLY KNOWN AS 950 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.

FOR INFORMATIONAL PURPOSES ONLY, THIS PROPERTY IS COMMONLY KNOWN AS: 950 WATERFORD LANE, BUILDING SITE 113, NORTHBROOK, IL 60062.

P.I.N. 04-14-301-120-0000