

UNOFFICIAL COPY



Doc#: 1303055046 Fee: \$48.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/30/2013 11:17 AM Pg: 1 of 6

PARTIAL ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND SPECIAL WARRANTY DEED

BLD 12-1-6708 1051

This Partial Assignment and Assumption of Ground Lease and Special Warranty Deed (this "Agreement") made of this 24th day of January, 2013 by and between **SHERMAN MEANS AND DORSEY WILSON MEANS**, husband and wife, 2130 Royal Ridge, Northbrook, IL ("Assignor/Grantor") **VIRGINIA K. GREER**, 1950 Farnsworth Lane, Unit #106, Northbrook, IL 60062 ("Assignee/Grantee").

Assignor/Grantor, for and in consideration of TEN & 00/100 DOLLARS, and other good and valuable consideration in hand paid by Assignee/Grantee, the receipt of which is hereby acknowledged, by these presents does REMISE RELEASE, ALIEN and CONVEY, AND ASSIGN, Assignee/Grantee, the property, situated in the County of Cook in the State of Illinois known and described as Exhibit "A" attached hereto and made a part hereof (collectively, the "Property").

Together with 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 (but excluding fee simple title to the land). Together will all and singular hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion of reversions, remainder of 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).

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

The conveyance and assignment of the Property is not (and shall not be deemed to be) a conveyance of the fee simple to the land.

[Handwritten Signature]

(Baird & Warner Title Services, Inc.
475 North Meringale
Suite 959
Schaumburg, IL 60173)

UNOFFICIAL COPY

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND WARRANTY DEED IS SUBJECT TO: general real estate taxes for 2012 and subsequent years; the Ground Lease, including all amendments and exhibits; the Declaration, including all amendments and exhibits; covenants, conditions, restrictions and 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 of any special tax or assessment for improvements heretofore 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 to 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 Grantees.

Assignees/Grantees, 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 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 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 be not 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 interest comprising the Property.

Permanent Real Estate Index Number: 04-14-301-065-0000

Address of Real Estate: 2130 Royal Ridge, Northbrook, IL 60062

SIGNATURE ON FOLLOWING PAGE

UNOFFICIAL COPY



IN WITNESS WHEREOF, ASSIGNOR/GRANTOR has caused this Agreement to be executed and delivered as of the day and year first above written.

Sherman Means

Sherman Means

Dorsey Wilson Means

Dorsey Wilson Means

REAL ESTATE TRANSFER		01/25/2013
	COOK	\$234.50
	ILLINOIS:	\$469.00
TOTAL:		\$703.50
04-14-301-065-0000 20130101604402 6PT9L0		

STATE OF ILLINIOS)
 SS)
COUNTY OF COOK)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DOES HEREBY CERTIFY, that **Sherman Means and Dorsey Wilson Means**, 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 said instrument, as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and under this seal this 24th day of January, 2013

Teresa L. West

Notary Public



Commission expires

Name and Address of Taxpayer:
Virginia K. Greer
2130 Royal Ridge
Northbrook, IL 60062

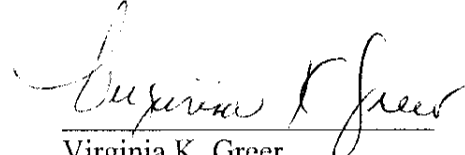
Prepared By:
Gregory A. Braun, Esq.
2 North LaSalle Street
Ste. 1250
Chicago, Illinois 60602

Return to after recording:
Michael Freeman, Esq.
Law Offices of Michael Freeman, Ltd.
P.O. Box 1183
Wheeling, IL 60090

UNOFFICIAL COPY

ACCEPTANCE AND ASSUMPTION BY ASSIGNEE/GRANTEE

The undersigned, Assignee/Grantee, hereby accepts the assignment of the Property from the Assignor/Grantor and join 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.


Virginia K. Greer

STATE OF ILLINIOS)
 SS)
COUNTY OF COOK)

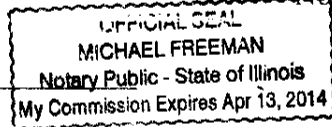
ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DOES HEREBY CERTIFY, that **Virginia K. Greer**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument, as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and under this seal this 24 day of January, 2013


Notary Public

Commission expires: _____



UNOFFICIAL COPY

LEGAL DESCRIPTION:

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.

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

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

BUILDING SITE 58

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 110.85 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 768.67 FEET TO THE POINT OF BEGINNING BEING THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A DUPLEX RESIDENCE (KNOWN AS 2130 AND 2136 ROYAL RIDGE DRIVE); THENCE ALONG A LINE FOLLOWING THE NEXT 7 COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 57 DEGREES 38 MINUTES 04 SECONDS WEST 21.33 FEET; 2) SOUTH 32 DEGREES 21 MINUTES 56 SECONDS EAST 8.17 FEET; 3) SOUTH 57 DEGREES 38 MINUTES 04 SECONDS WEST 36.92 FEET; 4) NORTH 32 DEGREES 21 MINUTES 56 SECONDS WEST 12.21 FEET; 5) SOUTH 57 DEGREES 38 MINUTES 04 SECONDS WEST 5.75 FEET; 6) NORTH 32 DEGREES 21 MINUTES 56 SECONDS WEST 15.29 FEET; 7) SOUTH 57 DEGREES 38 MINUTES 04 SECONDS WEST 2.00 FEET; THENCE NORTH 32 DEGREES 21 MINUTES 56 SECONDS WEST 4.00 FEET FOR THE POINT OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT 8 COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) NORTH 32 DEGREES 21 MINUTES 56 SECONDS WEST 4.00 FEET; 2) NORTH 57 DEGREES 38 MINUTES 04 SECONDS EAST 2.00 FEET; 3) NORTH 32 DEGREES 21 MINUTES 56 SECONDS WEST 15.29 FEET; 4) NORTH 57 DEGREES 38 MINUTES 04 SECONDS EAST 5.75 FEET; 5) NORTH 32 DEGREES 21 MINUTES 56 SECONDS WEST 12.21 FEET; 6) NORTH 57 DEGREES 38 MINUTES 04 SECONDS EAST 36.92 FEET; 7) SOUTH 32 DEGREES 21 MINUTES 56 SECONDS EAST 8.17 FEET; 8) NORTH 57 DEGREES 38 MINUTES 04 SECONDS EAST 19.33 FEET; THENCE SOUTH 32 DEGREES 21 MINUTES 56 SECONDS EAST 23.33 FEET; WEST ALONG THE CENTER LINE OF A PARTY WALL FOR SAID RESIDENCE 64.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS (THE BUILDING SITE) BUILDING SITE COMMONLY KNOWN AS 2130 ROYAL RIDGE DRIVE, NORTHBROOK, ILLINOIS 60062.

PARCEL 2: 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.

UNOFFICIAL COPY

PARCEL 3: EASEMENTS APPURTENANT TO PARCELS 1 AND 2 FOR THE BENEFIT OF SUCH PARCELS AS SET FORTH IN THE AFORESAID DECLARATION.

LIMITED COMMON AREA FOR BUILDING SITE 58

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 LOT 1; THENCE NORTH 01 DEGREES 04 MINUTES 54 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 1010.85 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 768.67 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A DUPLEX RESIDENCE (KNOWN AS 2130 AND 2136 ROYAL RIDGE DRIVE); THENCE ALONG A LINE FOLLOWING THE NEXT 9 COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 57 DEGREES 38 MINUTES 04 SECONDS WEST 21.33 FEET; 2) SOUTH 32 DEGREES 21 MINUTES 56 SECONDS EAST 8.17 FEET; 3) SOUTH 57 DEGREES 38 MINUTES 04 SECONDS WEST 36.12 FEET; 4) NORTH 32 DEGREES 21 MINUTES 56 SECONDS WEST 12.21 FEET; 5) SOUTH 57 DEGREES 38 MINUTES 04 SECONDS WEST 5.75 FEET; 6) NORTH 32 DEGREES 21 MINUTES 56 SECONDS WEST 15.29 FEET; 7) SOUTH 57 DEGREES 38 MINUTES 04 SECONDS WEST 2.00 FEET; 8) NORTH 32 DEGREES 21 MINUTES 56 SECONDS WEST 8.00 FEET; 9) NORTH 57 DEGREES 38 MINUTES 04 SECONDS EAST 2.00 FEET; THENCE NORTH 32 DEGREES 21 MINUTES 56 SECONDS WEST ALONG THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE FOR 9.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 57 DEGREES 38 MINUTES 04 SECONDS WEST 9.00 FEET; THENCE NORTH 32 DEGREES 21 MINUTES 56 SECONDS WEST 18.00 FEET; THENCE NORTH 57 DEGREES 38 MINUTES 04 SECONDS EAST 14.75 FEET; THENCE ALONG A LINE FOLLOWING THE NEXT 2 COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 32 DEGREES 21 MINUTES 56 SECONDS EAST 12.21 FEET; 2) SOUTH 57 DEGREES 38 MINUTES 56 SECONDS EAST 5.75 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

66-17-301-065-0666

Cook County Clerk's Office