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PARTIAL ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

BOX 15



Doc#: 1310504111 Fee: \$46.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/15/2013 02:25 PM Pg: 1 of 5

This Partial Assignment and Assumption of Ground Lease (this "Agreement") is and is made this 8th day of March, 2013 by and between COLE TAYLOR BANK, AS TRUSTEE OF A TRUST AGREEMENT DATED JUNE 22, 2001 AND KNOWN AS TRUST NUMBER 01-9065, (Assignor/Grantor) and David R. Shapiro & Catherine Huart, Co-trustees of the David R. Shapiro Living Trust utu April 5, 1996, as amended November 24, 2006, whose address is 1210 Church St, Evanston, IL 60201 (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 Assignee/Grantee, the receipt of which is hereby acknowledged, by these presents does **REWISE, RELEASE, ALIEN AND CONVEY, AND ASSIGN**, unto Assignee/Grantee, the Property, situated in the County 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 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. Together with all and singular hereditaments and appurtenances thereunto belong, 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);

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FIDELITY NATIONAL TITLE 52010526

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 the Assignee/Grantee and its successors, that it has not done or suffered to be done, anything whereby the Property is, or may, 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 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 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 matter of title over which 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 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

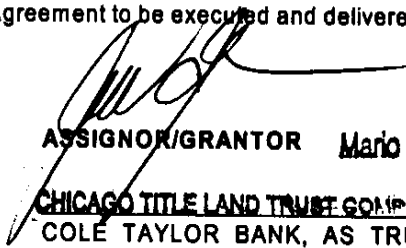
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in common with all of the other Unit Owners)and hereby releases and hold harmless the assignor / grantor all obligations thereunder. The terms "Lessee", "Ground Rent", "Common Area" and "unit Owners " used in this paragraph shall have the meanings set forth in theh 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 interest comprising the Property shall be deemed to be a conveyance and assignment of all interest 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.

This instrument is executed by the undersigned Land Trustee ~~to~~ personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

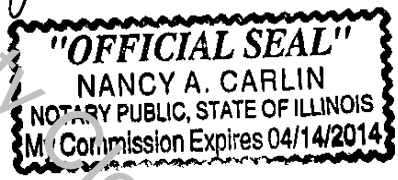

ASSIGNOR/GRANTOR **Mario V. Gotanco**, Trust Officer
~~CHICAGO TITLE LAND TRUST COMPANY, Successor Trustee TO~~
COLE TAYLOR BANK, AS TRUSTEE OF A TRUST
AGREEMENT DATED JUNE 22, 2001 AND KNOWN AS
TRUST NUMBER 01-9065

State of ILLINOIS, County of COOK. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Cole Taylor Bank, as Trustee of a Trust Agreement dated June 22, 2001 and Known as Trust Number 01-9065, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 8th day of MARCH, 2013.

Commission expires: _____

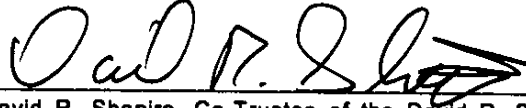
Nancy A. Carlin
Notary Public



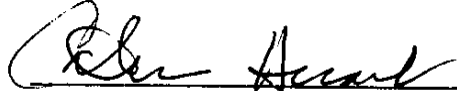
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ACCEPTANCE AND ASSUMPTION BY ASSIGNEE/GRANTEE

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 as described in this Agreement and to agree to the other terms and provisions of this Agreement.



David R. Shapiro, Co-Trustee of the David R. Shapiro Living Trust utia April 5, 1996 and amended November 24, 2006



Catherine Huart, Co-Trustee of the David R. Shapiro Living Trust utia April 5, 1996 and amended November 24, 2006

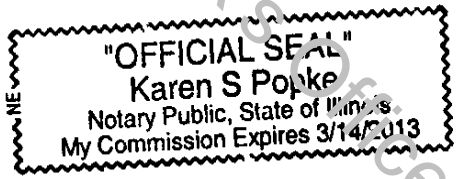
Property of [Faded]

State of IL, County of Cook. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT David R. Shapiro and Catherine Huart, Co-Trustees of the David R. Shapiro Living Trust utia April 5, 1996 as amended November 24, 2006, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this 13th day of March, 2013, and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 13th day of March, 2013.

Commission expires: 3/14/13



Notary Public

This instrument was prepared by:

John J. Tatroles
Tatroles, Foley & Associates
321 N Clark St,
Suite 1301
Chicago, IL 60654

UNOFFICIAL COPY**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

900 SKOKIE BLVD #112, NORTHBROOK, ILLINOIS 60062

PHONE: (847) 480-1212

FAX: (847) 480-1943

ORDER NUMBER: 2011 052010516 UOC
STREET ADDRESS: 819 TURNBERRY LANE

CITY: NORTHBROOK COUNTY: COOK
TAX NUMBER: 04-14-301-093-0000

LEGAL DESCRIPTION:**PARCEL I:**

AN UNDIVIDED 1/152 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.

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

BUILDING SITE 86 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 1688.08 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 70.35 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A RESIDENCE (KNOWN AS 819 TURNBERRY LANE) FOR A PLACE OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT SEVENTEEN (17) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 58 DEGREES 31 MINUTES 36 SECONDS WEST 14.21 FEET; 2) SOUTH 31 DEGREES 28 MINUTES 24 SECONDS EAST 1.67 FEET; 3) SOUTH 58 DEGREES 31 MINUTES 36 SECONDS WEST 23.87 FEET; 4) NORTH 31 DEGREES 28 MINUTES 24 SECONDS WEST 1.67 FEET; 5) SOUTH 58 DEGREES 31 MINUTES 36 SECONDS WEST 12.33 FEET; 6) NORTH 31 DEGREES 28 MINUTES 24 SECONDS WEST 59.00 FEET; 7) NORTH 58 DEGREES 31 MINUTES 36 SECONDS EAST 22.00 FEET; 8) SOUTH 31 DEGREES 28 MINUTES 24 SECONDS EAST 11.67 FEET; 9) NORTH 58 DEGREES 31 MINUTES 36 SECONDS EAST 3.29 FEET; 10) NORTH 31 DEGREES 28 MINUTES 24 SECONDS WEST 3.00 FEET; 11) NORTH 58 DEGREES 31 MINUTES 36 SECONDS EAST

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900 SKOKIE BLVD #112, NORTHBROOK, ILLINOIS 60062

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 FAX: (847) 480-1943

 ORDER NUMBER: 2011 052010516 UOC
 STREET ADDRESS: 819 TURNBERRY LANE

 CITY: NORTHBROOK COUNTY: COOK
 TAX NUMBER: 04-14-301-093-0000
LEGAL DESCRIPTION:

3.33 FEET; 12) SOUTH 31 DEGREES 28 MINUTES 24 SECONDS EAST 3.00 FEET; 13) NORTH 58 DEGREES 31 MINUTES 36 SECONDS EAST 6.83 FEET; 14) NORTH 31 DEGREES 28 MINUTES 24 SECONDS WEST 3.00 FEET; 15) NORTH 58 DEGREES 31 MINUTES 36 SECONDS EAST 3.33 FEET; 16) SOUTH 31 DEGREES 28 MINUTES 24 SECONDS EAST 3.00 FEET; 17) NORTH 58 DEGREES 31 MINUTES 36 SECONDS EAST 11.64 FEET; THENCE SOUTH 31 DEGREES 28 MINUTES 24 SECONDS EAST 47.33 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS (THE "BUILDING SITE")
 BUILDING SITE

COMMONLY KNOWN AS 819 TURNBERRY 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.

AGENT:
 TATOLES & FOLEY
 600 S. WASHINGTON, SUITE 301
 NAPERVILLE, ILLINOIS 60540