

UNOFFICIAL COPY

2013-03722-PT
This document prepared by:

Julie L. Galassini, Esq.
311 Whytegate Court
Lake Forest, Illinois 60045

After recording, return to:

Allen C. Wesolowski, Esq.
Martin & Karczas, Ltd.
161 North Clark Street
Suite 550
Chicago, Illinois 60601

Mail Tax Bill to:

Mary A. Kieffer Trust
2068 Claridge Court
Northbrook, Illinois 60062



Doc#: 1316155006 Fee: \$48.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/10/2013 01:41 PM Pg: 1 of 6

This space reserved for Recorder's use only.

PREMIER TITLE

PARTIAL ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND SPECIAL WARRANTY DEED

This Partial Assignment and Assumption of Ground Lease and Special Warranty Deed (this "Agreement") is made as of this 22 day of May, 2013, by and between JUDY GILREATH JOHNS, AS TRUSTEE OF THE JUDY GILREATH JOHNS DECLARATION OF TRUST DATED AUGUST 30, 2001 ("Assignor/Grantor"), and MARY A. KIEFFER, TRUSTEE OF THE MARY A. KIEFFER TRUST DATED JUNE 7, 2006, whose address is 1131 Ashland, Wilmette, Illinois 60091 (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 REMISE, RELEASE, ALIEN AND CONVEY, AND ASSIGN, unto Assignee/Grantee, the Property, situated in the County of 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 belonging, 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):

6

UNOFFICIAL COPY

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 Assignee/Grantee and its successors, that it has 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 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:

General real estate taxes not due and payable at the time of Closing; covenants conditions and restrictions of record; and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the Property

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 in common with all of the other Unit Owners). The terms "Lessee", "Ground Rent", "Common Areal" 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.

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

REAL ESTATE TRANSFER

06/05/2013



| | |
|------------------|----------|
| COOK | \$296.50 |
| ILLINOIS: | \$593.00 |
| TOTAL: | \$889.50 |

04-14-301-039-0000 | 20130501605546 | MFU71M

ASSIGNOR/GRANTOR:

**JUDY GILREATH JOHNS, AS
TRUSTEE OF THE JUDY GILREATH
JOHNS DECLARATION OF TRUST
DATED AUGUST 30, 2001**

By:

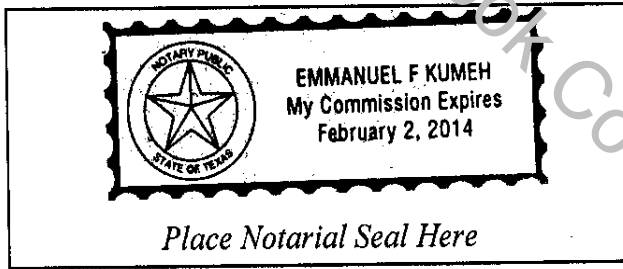
Judy Gilreath Johns
Judy Gilreath Johns, as Trustee *Trustee*

UNOFFICIAL COPY

STATE OF TEXAS)
) SS:
COUNTY OF DALLAS)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Judy Gilreath Johns, as Trustee, 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, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22 day of May, 2013.



Emmanuel F. Kume

Notary Public

UNOFFICIAL COPY**EXHIBIT "A"**
Legal Description

File No.: 2013-03722-PT

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.

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 32

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 1325.92 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST, 1176.83 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A DUPLEX RESIDENCE (KNOWN AS 2068 AND 2076 CLARIDGE COURT) FOR A PLACE OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT FIVE (5) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 33 DEGREES 53 MINUTES 23 SECONDS EAST, 21.58 FEET; 2) SOUTH 56 DEGREES 06 MINUTES 37 SECONDS WEST, 25.42 FEET; 3) SOUTH 33 DEGREES 53 MINUTES 23 SECONDS EAST, 20.17 FEET; 4) NORTH 56 DEGREES 06 MINUTES 37 SECONDS EAST, 5.00 FEET; 5) SOUTH 33 DEGREES 53 MINUTES 23 SECONDS EAST, 7.08 FEET TO THE CENTERLINE OF A PARTY WALL; THENCE SOUTH 56 DEGREES 06 MINUTES 37 SECONDS WEST ALONG THE CENTERLINE OF SAID PARTY WALL FOR 52.82 FEET; THENCE ALONG A LINE FOLLOWING THE NEXT EIGHT (8) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE, 1) NORTH 33 DEGREES 53 MINUTES 23 SECONDS WEST, 17.25 FEET; 2) NORTH 56 DEGREES 06 MINUTES 37 SECONDS EAST, 8.04 FEET; 3) NORTH 33 DEGREES 53 MINUTES 23 SECONDS WEST, 4.00 FEET; 4) NORTH 56 DEGREES 06 MINUTES 37 SECONDS EAST, 2.00 FEET; 5) NORTH 33 DEGREES 53 MINUTES 23 SECONDS WEST, 10.92 FEET; 6) NORTH 11 DEGREES 06 MINUTES 37 SECONDS EAST, 7.54 FEET; 7) NORTH 56 DEGREES 06 MINUTES 37 SECONDS EAST, 2.37 FEET; 8)

UNOFFICIAL COPY

EXHIBIT "A" Legal Description (Continued)

NORTH 33 DEGREES 53 MINUTES 23 SECONDS WEST, 11.33 FEET; THENCE NORTH 56 DEGREES 06 MINUTES 37 SECONDS EAST, 55.50 FEET TO THE PLACE OF BEGINNING (CONTAINING 2509 SQUARE FEET, IN COOK COUNTY, ILLINOIS (THE "BUILDING SITE") BUILDING SITE COMMONLY KNOWN AS 2068 CLARIDGE COURT, 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. 07020006 (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

COMMONLY KNOWN AS: 2068 Claridge Ct, Northbrook, IL 60062

PERMANENT INDEX NO.: 04-14-301-039-0000