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15ST0519082

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Doc#: 1530157084 Fee: \$86.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/28/2015 09:44 AM Pg: 1 of 6

(CT)

PARTIAL ASSIGNMENT AND ASSUMPTION WARRANTY DEED

Dec ID 20150901622799
ST/CO Stamp 0-059-125-824 ST Tax \$585.00 CO Tax \$292.50

The assignor/grantor, KATHLEEN WHISTON WIRTZ, as Trustee under the provisions of a Trust Agreement dated May 23, 2003, of 2160 Royal Ridge, Northbrook, IL 60025, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, receipt whereof is hereby acknowledged, does hereby remise, release, alien, convey and assign to the assignee/grantee, CYNTHIA KENNEDY, of 1234 Blue Hill, Northbrook, IL 60062, all right, title and interest in and to the following described real estate situated in the County of Cook and the State of Illinois, to wit:

See Legal Description Attached Hereto.

Cynthia L. Sheahan Kennedy, as Trustee
of the Cynthia L. Sheahan-Kennedy Trust
dated October 1, 2007, as amended from
time to time

Subject to: General real estate taxes not yet due and payable; covenants, conditions and restrictions of record; private, public and utility easements of record; Declaration of Covenants, Conditions, Easements and Rights for the Royal Ridge Subdivision, provided they do not interfere with the current use and enjoyment of the Real Estate.

To have and to hold the said Real Estate, with all the appurtenances and privileges thereunto, forever.

Permanent Index Number(s) 04-14-301-082-0000

And the said Grantor(s) hereby expressly waive(s) and release(s) any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemptions of homesteads from the sale on execution or otherwise.

IN WITNESS WHEREOF, the Grantor aforesaid has caused her name to be signed to these presents this 13 day of October, 2015.


KATHLEEN WHISTON WIRTZ

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MAIL DEED TO:

ADDRESS OF PROPERTY:

Debra Yack
670 Dundee Rd. Ste 220
Northbrook, IL 60062

2160 Royal Ridge
Northbrook, IL 60062

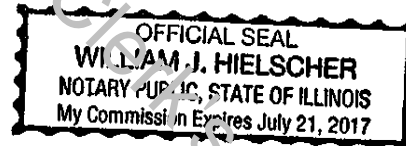
STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kathleen Whiston Wirtz is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and 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, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 13th day of October, 2015.



Notary Public



This instrument prepared by:

Mail subsequent tax bills to:

William J. Hielscher
550 Frontage Ste. 2410
Northfield, IL 60093

Cynthia Kennedy
2160 Royal Ridge
Northbrook, IL 60062

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ACCEPTANCE AND ASSUMPTION BY ASSIGNEE/GRANTEE

The undersigned grantee/assignee hereby accepts the conveyance of the premises from the grantor/assignor and joins in the execution of this Instrument for the purpose of agreeing to assume those certain rights and obligations of the Lessee pursuant to the terms of the Ground Lease as described in this Instrument and otherwise agreeing to the other terms and provisions of this Instrument, the Declaration, and the Ground Lease.

Cynthia L. Sheehan-Kennedy
CYNTHIA ~~KENNEDY~~ L. Sheehan-Kennedy,
AS Trustee as aforesaid

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 Cynthia Kennedy* is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and appeared before me this day in person, and acknowledged that she signed, sealed and delivered then said instrument as her free and voluntary act, for the uses and purposes therein set forth.

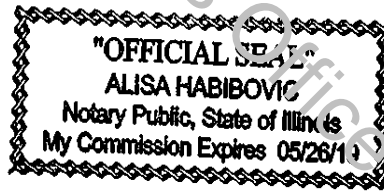
** as said trustee*

GIVEN under my hand and notarial seal this 15 day of October, 2015.

[Signature]

Notary Public

** as Trustee as aforesaid*



UNOFFICIAL COPY**CHICAGO TITLE INSURANCE COMPANY****COMMITMENT NO. 15ST05190SK****SCHEDULE A**

(continued)

5. The land referred to in this Commitment 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 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. 97313381.

Commonly known as Techny Parcel E-1 located on the East side of Waukegan Road, South of Techny Road, in Northbrook, Illinois.

Each with the respect solely to the building site identified and legally described as follows:

Building site 75

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 97818351, 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 769.54 feet; thence North 88 degrees 55 minutes 06 seconds West 634.43 feet to the exterior corner of a concrete foundation for a duplex residence (known as 2160 Royal Ridge Drive); thence South 37 degrees 50 minutes 58 seconds East 23.34 feet to the centerline of the party wall of said residence; thence South 52 degrees 09 minutes 04 seconds along the centerline of the party wall for 54.00 feet; thence along a line following the next seven (7) courses and distances coincident with the exterior foundation wall of said residence; 1) North 37 degrees 50 minutes 56 seconds West 400 feet; 2) North 52 degrees 09 minutes 04 seconds East 200 feet; 3) North 37 degrees 50 minutes 56 seconds West 15.29 feet; 4) North 52 degrees 09 minutes 04 seconds East 575 feet; 5) North 37 degrees 50 minutes 56 seconds West 1221 feet 6) North 52 degrees 09 minutes 04 seconds East 36.92 feet 7) South 37 degrees 50 minutes 56 seconds East 8.17 feet; thence North 52 degrees 09 minutes 04 seconds West 19.33 feet to the place of beginning, in Cook County, Illinois (the "Building Site") building site commonly known as 2160 Royal Ridge Drive, Northbrook, Illinois.

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

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ALTA Commitment (08/17/2006)

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Printed: 08.14.15 @ 11:26 AM
IL-CT-FSUB-01080.225403-SPS-1-15-15ST05190SK

AMERICAN
LAND TITLE
ASSOCIATION



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(continued)

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 3:

Easements appurtenant to Parcels 1 and 2 for the benefit of such parcels as set forth in the aforesaid Declaration.

END OF SCHEDULE A

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ALTA Commitment (06/17/2006)

**AMERICAN
LAND TITLE
ASSOCIATION**

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TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate 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 real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in 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 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 real estate, 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 real estate or any part thereof, and to deal with said real estate and every part thereof in 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, or any successors in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successors in trust, be obliged to see the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, necessity or expediency 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, or any successors in trust, 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 at the time of the delivery thereof the trusts created by this Indenture and in said Trust Agreement were in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries hereunder, (c) that said Trustee, or any successors in trust, were 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 the 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 under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or any 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, the intention hereof being to vest in said Trust the entire legal and equitable title in fee simple, in and to all of the real estate above described.