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Doc#: 1604950041 Fee: \$54.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Affidavit Fee: \$2.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 02/18/2016 08:32 AM Pg: 1 of 9

Above Space for Recorder's Use Only

**Quit claim Deed in Trust  
and Partial Assignment and Assumption  
of Ground Lease  
(Illinois)**

THIS QUIT CLAIM DEED IN TRUST AND PARTIAL ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Instrument") is made as of January 21, 2016 by and between Stephen H. Fine and Sheila Fine, husband and wife, whose address is Lot 26, 2158 Washington Dr. Unit D, Northbrook, Illinois 60062 ("Grantors/Assignors") and Stephen H. Fine, as trustee under agreement with Stephen H. Fine, dated December 19, 1997 and known as Trust Number One and Sheila Fine, as trustee under agreement with Sheila Fine, dated December 19, 1997 and known as Trust Number One being husband and wife and the primary beneficiary of their individual trust whose address is Lot 26, 2158 Washington Dr. Unit D, Northbrook, Illinois 60062 ("Grantees/Assignees").

SECTION 1. CONVEYANCE TO GRANTEES/ASSIGNEES. Grantors/Assignors for and in consideration of Ten and 00/100 (\$10.00) dollars, and other good and valuable considerations in hand paid, CONVEY and QUIT CLAIM unto Grantees/Assignees that certain Townhome Lot 26, Unit D in the Meadow Ridge Townhomes legally described in Exhibit A attached hereto and made a part hereof (collectively, "the Premises")

Address of Premises: Lot 26, 2158 Washington Dr. Unit D, Northbrook, Illinois 60062

Permanent Real Estate Index Number: 04-14-304-010-0000 (affects this premises and others)

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in any way thereto appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all the estate, claims or demand whatsoever of Grantors/Assignors, either in law or equity of, in and to the Premises, and in and to such hereditaments and appurtenances. TO HAVE AND TO HOLD the Premises as above described with the appurtenances, unto Grantees/Assignees, not as joint tenants nor as tenants in common but as TENANTS BY THE ENTIRETY forever, upon the trusts and for the uses and purposes herein and in said trust agreements set forth.

Grantors/Assignors also hereby grant to the Grantees/Assignees, their successors and assigns, as rights and easements appurtenant to the above described Premises, the rights and easements for the benefit of said property set forth in the Declaration of Condominium Ownership and of Covenants, Conditions, Easements and Rights for Meadow Ridge Condominiums recorded by the Office of the Recorder of Deeds of Cook County, Illinois on October 17, 2008 as Document No.0829134106, as the same may have been amended from time to time (the "Declaration").

This Instrument is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

SECTION 2. PARTIAL ASSIGNMENT OF GROUND LEASE. Grantors/Assignors, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to Grantors/Assignors

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by Grantees/Assignees, hereby assign to Grantees/Assignees and Grantees/Assignees, by acceptance and execution of this Instrument, hereby expressly agree (i) to assume an undivided interest in and to the leasehold estate created by that certain Ground Lease for Real Estate Parcel EC-I dated July 17, 2007 by and between Chicago Title Land Trust Company, as Trustee under Trust Agreement dated July 17, 2008 and known as Trust No. 1114335, as Lessor, and KZF Townhomes Venture, L.L.C., an Illinois limited liability company, as Lessee, recorded by the Office of the Recorder of Deeds of Cook County, Illinois on July 18, 2007 as Document No. 0719944005, and First Amendment Recorded January 11, 2008 as Document 0801131112 (the "Ground Lease"), including all exhibits thereto, (ii) jointly with all other Unit Owners (as and to the extent specifically set forth in the Ground Lease) to assume all obligations of Lessee thereunder remaining to be performed during the Term of the Ground Lease (including, without limitation, the obligation to pay in accordance with the Ground Lease, proportionate share of Grantees/Assignees of all Ground Rent, Taxes and other amounts due to Lessor under the Ground Lease), and (iii) 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 Premises being conveyed and the interests assigned by this Instrument to Assignee/Grantee, and with respect to the Common Elements (as defined in the Declaration) in common with all of the other Unit Owners). The terms "Lessor", "Lessee", "Ground Rent", "Unit Owners" and "Term" as used in this Section shall have the respective meanings ascribed to such terms in the Ground Lease.

**SECTION 3. NO SEPARATE FUTURE CONVEYANCES/ASSIGNMENTS.** Grantees/Assignees further agree and understand, by acceptance and execution of this Instrument, that under the terms of the Ground Lease, the ownership interest of Grantees/Assignees conveyed in the lot/unit herein, and the undivided interest of Grantees/Assignees in the leasehold estate assigned by this Instrument 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 Premises (including the leasehold estate) shall automatically be deemed to be a conveyance and assignment of all interests comprising the Premises (including the leasehold estate).

**SECTION 4. TRUSTEE'S POWERS.** Full power and authority are hereby granted to said trustees to improve, manage, and protect the said Premises or any part thereof; 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 Premises, or any part thereof; to lease said Premises, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, and, upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 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 Premises, or any part thereof, for other real or personal Premises; 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 Premises 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 trustees or any successor in trust 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 trustees or any successor in trust, 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 the trust agreements have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustees, or be obliged or privileged to inquire into any of the terms of said trust agreements; and every deed, trust deed, mortgage, lease or other instrument executed by said trustees or any successor in trust in relation to said Premises shall be conclusive evidence in favor of every person (including the Recorder of Deeds of the aforesaid county) 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 the Indentures and by said trust agreements were in full force and effect; (b) that such conveyance or other instruments were executed in accordance with the trusts, conditions and limitations contained in the Indentures and in said trust agreements or in an amendment thereof, if any, and binding upon all beneficiaries thereunder; (c) that said trustees or any successor 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

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appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his, hers or their predecessors in trust.

The interest of each and every beneficiary hereunder and under said trust agreements 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 other disposition of said Premises, 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 Premises as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid. The intention hereof being to vest in Stephen H. Fine, as trustee under agreement with Stephen H. Fine, dated December 19, 1997 and known as the Stephen H. Fine Trust Number One, and Sheila Fine, as trustee under agreement with Sheila Fine, dated December 19, 1997 and known as the Sheila Fine Trust Number One, the entire legal and equitable title in fee simple, as TENANTS BY THE ENTIRETY, in and to the Premises above described.

**Signature Pages Follow**

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In Witness Whereof, the grantors and assignors aforesaid have hereunto set their hands and seals this 21 day of JANUARY, 2016.

Stephen H. Fine (SEAL)  
Stephen H. Fine

Sheila Fine (SEAL)  
Sheila Fine

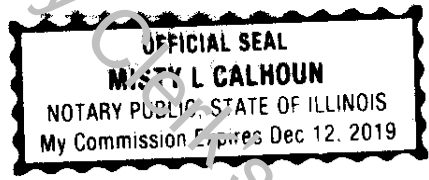
State of Illinois ) I, the undersigned, a Notary public in and for said County, in the State aforesaid, DO  
 ) SS HEREBY CERTIFY that Stephen H. Fine and Sheila Fine personally known to me  
County of Cook) to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 21<sup>ST</sup> day of JANUARY, 2016.

Commission expires 12 DECEMBER, 2019  
\_\_\_\_\_  
NOTARY PUBLIC

Exempt under Real Estate Transfer Tax Law 35 ILCS 200/31-45(e).

Dated: 1-21 2016 Sign: [Signature]



This instrument was prepared by: KANTOR APTER & ESPOSITO, LTD., 650 Dundee Road, Suite 160, Northbrook, Illinois 60062

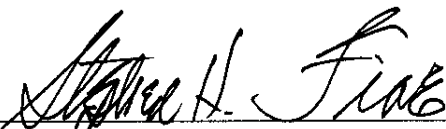
AFTER RECORDING, MAIL TO:  
Kantor Apter & Esposito, Ltd.  
650 Dundee Road, Suite 160  
Northbrook, Illinois 60062


SEND SUBSEQUENT TAX BILLS TO:  
Stephen H. Fine, Trustee  
2158 Washington Drive Unit D  
Northbrook, Illinois 60062

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## ACCEPTANCE AND ASSUMPTION BY ASSIGNEE/GRANTEE

The undersigned, Grantee/Assignee, hereby accepts the conveyance of the Premises from Grantor/Assignor and join(s) 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.

  
\_\_\_\_\_  
Stephan H. Fine, as trustee

  
\_\_\_\_\_  
Sheila Fine, as trustee

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## EXHIBIT "A" Legal Description

The land referred to herein below is situated in the City of Northbrook, County of Cook, State of Illinois and is described as follows:

The estate or interest in the Land described below and covered herein is:

(I) the leasehold estate (said leasehold estate being defined in paragraph 1.C of the ALTA leasehold endorsement(s) attached hereto), created by the instrument herein referred to as the lease, executed by: Chicago Title Land Trust Company as trustee under trust agreement dated July 17, 2007 and known as trust number 1114935 as lessor, and kzf townhomes ventures, L.L.C., as lessee, dated July 17, 2007, which lease was recorded July 18, 2007 as document 0719944005, and first amendment recorded January 11, 2008 as document 0801131112 which lease demises the following described Land for a term of years beginning July 17, 2007 and ending December 31, 2158 (except the buildings and improvements located on the Land):

Lot ec-1 in the final Plat of Subdivision of Techny Parcels Ec-1 and Ec-2, being a Subdivision of part of the West half of Section 14, and part of the Southeast quarter of Section 15, all in Township 42 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded February 27, 2004 as document number 0405844046, in Cook county, Illinois.

And excluding the following described parcels:

excluded parcel 0001 (ec-1 Plat-of-highways)

that part of Lot ec-1 in the final Plat of Subdivision of Techny Parcels Ec-1 and Ec-2, being a Subdivision of part of the West half of Section 14, and part of the Southeast quarter of Section 15, in Township 42 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded February 27, 2004 as document number 0405844049, described as follows: beginning at the most Northerly corner of said Lot ec-1; thence Southeasterly along the Western line of Waukegan road as monumented and occupied, being Also the Easterly Line of said Lot ec-1, the following five (5) courses and distances: 1) South 40 degrees 09 minutes 19 seconds East, a distance of 371.91 feet to a point of curvature; 2) Southeasterly along an arc of a curve concave to the Southwest, having a radius of 4513.77 feet, having a chord bearing of South 38 degrees 02 minutes 38 seconds East, a distance of 647.88 feet to a point of tangency; 3) South 31 degrees 65 minutes 54 seconds East, a distance of 536.65 feet to a point of curvature; 4) Southeasterly along the arc of a curve concave to the Southwest, having a radius of 10462.92 feet, having a chord bearing of South 30 degrees 50 minutes 24 seconds East, a distance of 398.71 feet to a point of tangency; 5) South 29 degrees 44 minutes 54 seconds East, a distance of 190.09 feet to the Southeast corner of said Lot ec-1, being Also the North Line of Kamp Drive as Heretofore Dedicated by instrument recorded December 22, 2000 as document number 0001007540; thence South 60 degrees 15 minutes 06 seconds West along said North line of Kamp Drive a distance of 49.00 feet; thence North 16 degrees 15 minutes 06 seconds East, a distance of 21.21 feet; thence North 29 degrees 44 minutes 54 seconds West, a distance of 175.09 feet to a point of curvature; thence Northwesterly along an arc of a curve concave to the Southwest, having a radius of 10428.32 feet, having a chord bearing of North 30 degrees 50 minutes 24 seconds West, a distance of 397.42 feet to a point of tangency; thence North 31 degrees 55 minutes 54 seconds West, a distance of 536.65 feet to a point of curvature; thence Northwesterly along an arc of a curve concave to the Southwest, having a radius of 4479.77 feet, having a chord bearing of North 38 degrees 02 minutes 36 seconds West, a distance of



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## EXHIBIT "A" Legal Description

642.98 feet to a point of tangency; thence North 40 degrees 09 minutes 19 seconds West, a distance of 314.59 feet; thence North 82 degrees 34 minutes 29 seconds West, a distance of 71.10 feet to the Northerly line of said Lot ec-1, being Also the Southerly Line of Hereofore Dedicated Founders Drive per document recorded February 27, 2004 as number 0405839014; thence North 46 degrees 28 minutes 03 seconds East along said Southerly line of founders drive a distance of 82.10 feet the place of beginning, in Cook county, Illinois.

(ii) fee simple title in and to the building and all improvements (but excluding the Land) located on:

unit number 26 - 2186 Washington Drive in the meadow ridge condominiums, as delineated on a survey of the following described tract of Land:

Lot ec-1 in the final Plat of Subdivision of Techny Parcels Ec-1 and Ec-2, being a Subdivision of part of the West half of Section 14, and part of the Southeast quarter of Section 15, all in Township 42 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded February 27, 2004 as document number 0405844049, in Cook county, Illinois, and excluding the following described parcels:

excluded parcel 0001 (ec-1 Plat-of-highways)

that part of Lot ec-1 in the final Plat of Subdivision of Techny Parcels Ec-1 and Ec-2, being a Subdivision of part of the West half of Section 14, and part of the Southeast quarter of Section 15, in Township 42 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded February 27, 2004 as document number 0405844049, described as follows: beginning at the most Northerly corner of said Lot ec-1; thence Southeasterly along the Westerly line of waukegan road as monumented and occupied, being Also the Easterly Line of said Lot ec-1, the following five (5) courses and distances: 1) South 40 degrees 09 minutes 19 seconds East, a distance of 371.91 feet to a point of curvature; 2) Southeasterly along an arc of a curve concave to the Southwest, having a radius of 4513.77 feet, having a chord bearing of South 38 degrees 02 minutes 36 seconds East, a distance of 647.86 feet to a point of tangency; 3) South 31 degrees 55 minutes 54 seconds East, a distance of 536.65 feet to a point of curvature; 4) Southeasterly along the arc of a curve concave to the Southwest, having a radius of 10462.92 feet, having a chord bearing of South 30 degrees 50 minutes 24 seconds East, a distance of 397.43 feet to a point of tangency; 5) South 29 degrees 44 minutes 54 seconds East, a distance of 190.09 feet to the Southeast corner of said Lot ec-1, being Also the North Line of Kamp Drive as Hereofore Dedicated by Instrument recorded December 22, 2000 as document number 0001007540; thence South 60 degrees 15 minutes 08 seconds West along said North line of kamp drive a distance of 49.00 feet; thence North 15 degrees 15 minutes 08 seconds East, a distance of 21.21 feet; thence North 29 degrees 44 minutes 54 seconds West, a distance of 175.09 feet to a point of curvature; thence Northwesterly along an arc of a curve concave to the Southwest, having a radius of 10428.92 feet, having a chord bearing of North 30 degrees 50 minutes 24 seconds West, a distance of 397.43 feet to a point of tangency; thence North 31 degrees 55 minutes 54 seconds West, a distance of 536.65 feet to a point of curvature; thence Northwesterly along an arc of a curve concave to the Southwest, having a radius of 4479.77 feet, having a chord bearing of North 36 degrees 02 minutes 36 seconds West, a distance of 642.98 feet to a point of tangency; thence North 40 degrees 09 minutes 19 seconds West, a distance of 314.59 feet; thence North 82 degrees 34 minutes 29 seconds West, a distance of 71.10 feet to the Northerly line of said Lot ec-1, being also the Southerly line of hereofore dedicated

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## EXHIBIT "A" Legal Description

Founders drive per document recorded February 27, 2004 as number 0405838014; thence North 46 degrees 28 minutes 03 seconds East along said Southerly line of Founders drive a distance of 82.10 feet the place of beginning, in Cook county, Illinois.

Which survey is attached as exhibit "A" to the declaration of condominium recorded as document number 0828134106, amended by first amendment recorded November 21, 2008 as document 0832645066, amended by second amendment recorded November 24, 2008 as document 0832845042, amended by third amendment recorded January 9, 2009 as document 0800816038; together with its undivided percentage interest in the common elements in Cook county, Illinois.

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## STATEMENT BY GRANTOR AND GRANTEE

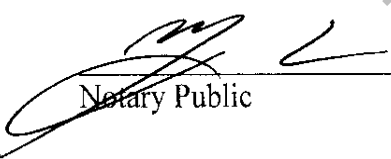
The grantors affirm that, to the best of their knowledge, the names of the grantees shown on the deed or assignment of beneficial interest in a land trust are either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

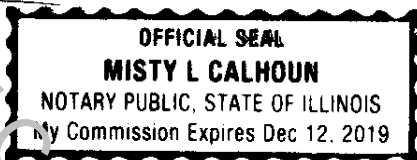
Dated: JANUARY 21, 2016

  
\_\_\_\_\_  
Stephen H. Fine

Subscribed and Sworn to before me  
this 21<sup>ST</sup> day of JANUARY, 2016

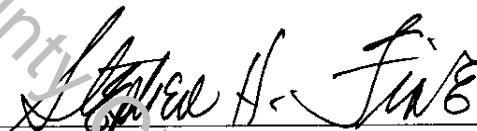
  
\_\_\_\_\_  
Sheila Fine

  
\_\_\_\_\_  
Notary Public



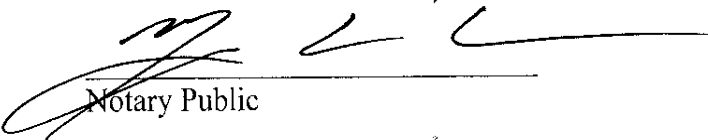
The grantees affirm and verify that the names of the grantees shown on the deed or assignment of beneficial interest in a land trust are either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

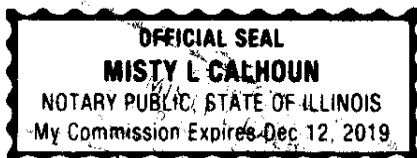
Dated: JANUARY 21, 2016

  
\_\_\_\_\_  
Stephen H. Fine, Trustee

Subscribed and Sworn to before me  
this 21<sup>ST</sup> day of JANUARY, 2016

  
\_\_\_\_\_  
Sheila Fine, Trustee

  
\_\_\_\_\_  
Notary Public



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

[Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act]