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This document was prepared by: John H. Winand 800 Waukegan Road, Suite 201 Glenview, IL 60025 Doc# 1630250095 Fee \$54.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Affidavit Fee: \$2.00
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 10/28/2016 02:03 PM Pg: 1 of 9

After recording this instrument Should be returned to: John H. Winand 800 Waukegan Road, Suite 201 Glenview, IL 60025

Subsequent tax orde to be sent to: Ralph Lynch 2229 Wyndance Way Northbrook, IL 60062

PROPERTY: 2229 Wyndance Way, Northbrook, IL 60062

PIN: 04-14-301-004-0000

# PARTIAL ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND WARKANTY DEED

THIS PARTIAL ASSIGNMENT AND ASSUMP FION OF GROUND LEASE AND WARRANTY DDED (this "Agreement") is made as of an s 24<sup>th</sup> day of October, 2016 by and between Ralph D. Lynch and Judith C. Lynch, husband and wife, of Northbrook, Illinois (Assignor/Grantor), and Judith C. Lynch as trustee of the Judith C. Lynch Trust dated October 24, 2016, ("Assignee/Grantee").

Assignor/Grantor, for and in consideration of the sum of Ten 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 hereby CONVEY and WARRANT, 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, but excluding fee simple title to the land). 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

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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 Exemption Laws of the State of Illinois TO HAVE AND TO HOLD the Real Property unto Assignee/Grantee, and to its successors and assigns in Fee Simple forever.

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

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND WARRANTY DEED IS SUBJECT 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 12 ws in ordinances and other ordinances of record; (5) encroachments, if any; (6) acts done or suffered by Purchaser or anyone claiming my, through or under Purchaser; (7) utility easements, if any, whether recorded or unrecorded; (8) covenants, conditions, restrict ons, easements, declaration and agreements of record including, without limitation, these set forth on the Final Subdivision Plat and Final Planned Unit Development Plat of o a! 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 or other matters of title over which Chicago Title Insurance Company is willing to insure without cost of Assignee/Grance; (10) taxes or assessments, if any, for improvements not yet completed; (11) installment if any, not due at the date hereof of any special tax or assessment for improvements heretofore completed; (12) building lines and building and liquor restrictions of record; (13) private, public and utility easements; (14) public roads and highways; (15) installments due after date of closing of assessments established pursuant to the Declaration; (16) party wall rights and agreements, if any.

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 obligation of Lessee to be performed by this Agreement/Grantee and with respect to the Common Area in common 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 interest 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 interests comprising the Property.

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Parcel Identification Number: 04-14-301-004-0000

Commonly known as: 2229 Wyndance Way, Northbrook, Illinois 60062

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

ASSIGNOR/GRANTOR:

RALPHD LYNCH

By: JUDITH C I VNCI

I, the undersigned, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that RALPH D. LYNCH and JUDITH C. LYNCH, who are personally known to me to be the same persons who are names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument to their own free and voluntary will and as the free and voluntary act of Holdings, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24th day of October, 2016.

JOHN H WINAND
Official Seal
Notary Public - State of Iffinois
My Commission Expires Mar 16, 2020

NOTARY PUBLIC

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#### Acceptance

Assignee/Grantee, by acceptance and execution of this Assignment, hereby expressly agree to assume all rights and obligations of the Lessee pursuant to the terms of the Ground Lease, with respect to the Unit being conveyed and assigned by this Agreement to Assignee/Grantee (including the obligation to pay in accordance with the Ground Lease, all Ground Rent, Taxes and other amounts due to Lessor under the Ground Least and to perform all of the terms, covenants, conditions, agreements and obligations c. the Lessee to be performed or fulfilled under the Ground Lease with respect to the Unit being conveyed and assigned by this Agreement to Assignee/Grantee, and with respect to 'no Common Elements in common with all of the other Unit Owners.) The terms "lessor," Lessee," "Ground Rent," and "Unit Owners" as used in the Paragraph shall have the respective meanings ascribed to such terms in the Ground Lease. Assignee/Grantee further agrees that the interests conveyed and assigned by this Assignment 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.

Judit 1 C. Lynch as trustee of the Judith C. Lynch Trust dated

October 24, 2016

STATE OF ILLINOIS
COUNT OF \_\_\_\_\_\_

The undersigned, Notary Public in and for the County and State aforesa d, do hereby certify Judith C. Lynch as trustee aforesaid, 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 own free and voluntary act, for the uses and purposes therein set forth. Given under my hand and notarial seal this  $2^{*}$  day of October, 2016.

Notary Public

JOHN H WINAND
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 16, 2020

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#### EXHIBIT "A"

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, 1991 AS DOCUMENT NO. 96-927871, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO GROUND LEASE DATED AS OF JANUARY 6, 1957 BY AND BETWEEN LESSOR AND ASSIGNOR/GRANTOR, AND RECORDED TO THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON FEBRUARY 28, 1997 AS DOCUMENT NO. 97-141059, AS AMENDED BY THAT CERTAIN JOINDER TO GROUND LEASE DATED AS (F NOVEMBER 7, 1997 BY THE ROYAL RIDGE HOMEOWNERS ASSOCIATION, AN ILLINOIS NOT FOR PROFIT CORPORATION, AND RECERDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON NOVEMBER 12, 1997 AS DOCUMENT NO. 97-846934 AND AS FURTHER AMENDED FROM TIME TO TIME (COLLECTIVELY, THE "SROUND LEASE"); AND (II) THE LEASEHOLD ESTATE IN THE PREMISES ("THE PREMISES") LEGALLY

LOT 1 IN ROYAL RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 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 RECOPPER OF DEEDS OF

Office

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COOK COUNTY, ILLINOIS ON NOVEMBER 3, 1997 AS DOCUMENT NO. 97-818381,

COMMONLY KNOWN AS TECHNY PARCEL E-1 LOCATED ON THE EAST SIDE OF WAUKEGAN ROAD, SOUTH OF TECHNY ROAD, IN NORTHBROOK,

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

BUIDING SITE 126

BEING THAT PART OF LOT 1 IN THE PLANNED UNIT DEVELOPEMENT OF ROYAL FINGE, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 3, 1997 AS DOCUMENT NO. 97-818381, DESCRIBED AS FOLLOWS: COMMETCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 01 DEGREES 04 MINUTES 54 SECONDS EAST ALONG THE EAST LINE OF SAIL OT 1 A DISTANCE OF 464.68 FEET; THENCE NORTH 88 DEGREES 5 NINUTES 06 SECONDS WEST 54.11 FEET TO THE EXTERIOR CORNER O' A CONCRETE FOUNDATION FOR A RESIDENCE (KNOWN AS 2229 WYNDANCE WAY) FOR A PLACE OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT EIGHT (8) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 01 DICREES 04 MINUTES 54 SECONDS WEST 11.33 FEET; 2) SOUTH 88 DECESES 55 MINUTES 06 SECONDS EAST 2.37 FEET; 3) SOUTH 43 DEGREES 55 MINUTES 06 SECONDS EAST 7.54 FEET; 4) SOUTH 01 DEGREES 01 MINUTES 54 SECONDS WEST 10.92 FEET; 5) SOUTH 88 DEGREES 55 MINUTES 06 SECONDS EAST 2.00 FEET; 6) SOUTH 01 DEGREES 04 MINUTES 54 SECONDS WEST 4.00 FEET; 7) SOUTH 88 DEGREES 55 MINUTES 06 SECONDS EAST 8.04 FEET; 8) SOUTH 01 DEGREES 04 MINT CES 54 SECONDS WEST 17.25 FEET TO THE CENTERLINE OF A PARTY WALL; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST ALONG THE CENTERLINE OF A PARTY WALL 52.82 FEET; THENCE ALONG A LINE FOLLOWING THE NEXT FIVE (5) COURSES AND DISTANCES CONCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE NORTH 01 DEGREES 04 MINUTES 54 SECONDS EAST 7.08 FEET, 2) SOUTH 88 DEGREES 55 MINUTES 06 SECONDS EAST 5.00 FEET NORTH 01 DEGREES 04 MINUTES 54 SECONDS EAST 20.17 FEET (1) NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 25.42 FEET; 5)

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NORTH 01 DEGREES 04 MINUTES 54 SECONDS EAST 21.58 FEET; THENCE SOUTH 88 DEGREES 55 MINUTES 06 SECONDS EAST 55.50 FEET; TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS (THE "BUILDING SITE") BUILDING SITE COMMONLY KNOWN AS 2229 WYNDANCE WAY, NORTHBROOK, ILLINOIS 60062.

PARCEL II: FEE SIMPLE TITLE IN AND TO THE BUILDING AND ALL IMPROVEMENTS (BUT EXCEPTING THE LAND) LOCATED ON THE CUILDING 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 DECLIPATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EAST, 1817S AND RIGHTS FOR THE ROYAL RIDGE SUBDIVISION DATED AS OF LICVEMBER 3, 1997, AND RECORDED WITH THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON NOVEMBER 3, 1997 AS DOC MENT NO. 97-820005 (THE "DECLARATION")), WHICH IMPROVEMENTS CONSIST OF A DWELLING UNIT (AS DEFINED IN THE DECLARATION), SUBJECT TO THE TERMS AND PROVISIONS OF THE

PARCEL III: 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 126:

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 FLAT THEREOF RECORDED NOVEMBER 3, 1997 AS DOCUMENT NUMBER 97-8[833], DESCRIBED AS FOLLOWS COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 01 DEGREES 04 MINUTES 54 SECONDS PAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 464.68 FF. THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 54.11 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A RESIDENCE (KNOWN AS 2229 WYNDANCE WAY) FOR A PLACE OF BEGINNIVS; THENCE SOUTH 88 DEGREES 55 MINUTES 06 SECONDS EAST 1 FEET; THENCE SOUTH 01 DEGREES 04 MINUTES 54 SECONDS WEST 31.58 FEET TO AN EXTERIOR CORNER OF SAID CONCRETE FOUNDATION; THENCE ALONG A LINE FOLLOWING THE NEXT SIX (6) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR

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FOUNDATION WALL OF SAID RESIDENCE; 1) NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 8.04 FEET; 2) NORTH 01 DEGREES 04 MINUTES 54 SECONDS EAST 4.00 FEET; 3) NORTH 88 DEGREES 55 MINUTES 54 SECONDS WEST 2.00 FEET; 4) NORTH 01 DEGREES 04 MINUTES 54 SECONDS EAST 10.92 FEET; 5) NORTH 43 DEGREES 55 MINUTES 06 SECONDS WEST 7.54 FEET; 6) NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 2.37 FEET; THENCE NORTH 01 DEGREES 55 O4 MINUTES 54 SECONDS EAST 11.33 FEET TO THE PLACE OF NOTE OF COOK COUNTY CLARKS OFFICE

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### STATEMENT BY GRANTOR AND GRANTEE

The granter or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is 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 and hold title to real estate under the laws of the State of Illinois.

SUBSCRIBED and SW ORN to before me an

JOHN HV. NAND
Official Seal
Notary Public - State of Illinois
My Commission Expires Ma 16, 2020
My Commission M

The grantee or his agent affirms and verifies and the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person. To Alinois 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 and hold title to real estate under the laws of the State of Illinois.

Date: 10/24/16

Signature:

Grantee or Agent

SUBSCRIDED and SWORN to before me on .

JOHN H WINAND
Official Seal
Notary Public State of Itinbis
My Commission Expires Mar 16, 2020

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 a Class A misdemeanor for subsequent offenses.

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

1946 Two Tate Insurance Company 2002