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Doc# 1708149166 Fee \$54.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 03/22/2017 10:54 AM PG: 1 OF 9

Return To:
Proper Title, LLC 131
1530 E. Dundee Rd. Ste. 250
Palatine, IL 60074

PT 1708149166

PREPARED BY:

MR. MICHAEL R. GRABILL
OLSON, GRABILL & FLITCRAFT
707 SKOKIE BLVD., STE. 420
NORTHBROOK, IL 60062

~~AFTER RECORDING, RETURN TO:~~

MR. DANIEL E. FAJERSTEIN
513 CHICAGO AVENUE
EVANSTON, IL 60202

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 23rd day of March, 2017, by and between Maureen Joyce Chavoen, as Trustee of the Trust Agreement Establishing The Maureen Joyce Chavoen Revocable Trust dated April 19, 2006, whose address is 813 Cieneagle Lane Northbrook, IL 60062, ("Assignor/Grantor"), and Kent J. Mathy and Sharon D. Mathy, whose address is 1120 Kensington Court, Johns Creek, GA, 30022, (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 "C" attached hereto and made a part hereof (collectively, the "Property").

husband and wife
** as tenants by the entirety*

9

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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):

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 taxes for the year 2017 and subsequent years; special taxes or assessments, if any, for improvements not yet completed; installments, if any, not due at the date hereof of any special tax or assessments for improvements heretofore completed; building lines and building and liquor restrictions of record; zoning and building laws and ordinances; private, public and utility easements; covenants and restrictions of record as to use and occupancy; party wall rights and agreements, if any; and acts done or suffered by or through the Purchaser.

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 Area" 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

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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.

ASSIGNOR/GRANTOR:

Maureen Joyce Chavoen

Maureen Joyce Chavoen, as Trustee of the Trust Agreement Establishing The Maureen Joyce Chavoen Revocable Trust dated April 19, 2006

STATE OF ILLINOIS

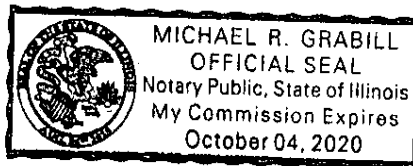
COUNTY OF COOK

I, Michael Grabill, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY Maureen Joyce Chavoen, as Trustee of the Trust Agreement Establishing The Maureen Joyce Chavoen Revocable Trust dated April 19, 2006, appeared before me this day in person and acknowledged that she signed and delivered the instrument as her free and voluntary act for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 16 day of March, 2017.

Michael Grabill
Notary Public

My Commission expires:



Send subsequent tax bills to:

Mr. and Mrs. Kent J. Mathy
813 Gleneagle Lane
Northbrook, IL 60062

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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.

Kent J. Mathy

Kent J. Mathy
in fact his attorney in fact

Sharon D. Mathy

Sharon D. Mathy
in fact her attorney in fact

STATE OF ILLINOIS)
) SS)
COUNTY OF COOK)

I, YURI SAFONOV, a notary public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Kent J. Mathy and Sharon D. Mathy, as amended from time to time, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the instrument as their own free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 16 day of March, 2017.

[Signature]

Notary Public

My Commission Expires: 05-07-17



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LEGAL DESCRIPTION

EXHIBIT "C"

PERMANENT INDEX NUMBER: 04-14-301-112-0000

SEE ATTACHED LEGAL DESCRIPTION

Property of Cook County Clerk's Office

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Michael Grabill
as an Agent for Chicago Title Insurance Company
707 SKOKIE BLVD, SUITE 420, NORTHBROOK, IL 60062

Commitment No.: PT17-40789

SCHEDULE C PROPERTY DESCRIPTION

Property commonly known as:
813 GLENEAGLE LANE
Northbrook, IL 60062
Cook County

The land referred to in this Commitment is described as follows:

EXHIBIT "A"

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 LEGALLY DESCRIBED ON EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF (THE "PREMISES"); EACH WITH RESPECT SOLELY TO THE BUILDING SITE IDENTIFIED AND LEGALLY DESCRIBED ON EXHIBIT B ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF (THE "BUILDING SITE").

PARCEL II:

FEE SIMPLE TITLE IN AND TO THE BUILDING AND ALL IMPROVEMENTS (BUT EXCLUDING THE LAND) LOCATED ON THE BUILDING SITE LEGALLY DESCRIBED ON EXHIBIT B (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) WITH THE COMMON STREET ADDRESS SHOWN ON EXHIBIT B; SUBJECT TO THE TERMS AND PROVISIONS OF THE GROUND LEASE.

PARCEL III:

AS RIGHTS AND EASEMENTS APPURTENANT TO PARCELS I AND II, THE RIGHTS AND

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SCHEDULE C (Continued)

EASEMENTS FOR THE BENEFIT OF SUCH PARCELS SET FORTH IN THE DECLARATION, AND ASSIGNOR/GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN THE DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED IN THE DECLARATION.

EXHIBIT "B"

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. 97B12381.

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

EXHIBIT "C"

IDENTIFICATION OF THE BUILDING SITE

BUILDING SITE NUMBER 105

LEGAL DESCRIPTION OF THE BUILDING SITE

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, 1998 AS DOCUMENT NUMBER 97-818381 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 1153.59 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 39.33 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A RESIDENCE (KNOWN AS 813 GLENEAGLE LANE) FOR A PLACE OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT EIGHTEEN (18) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 43 DEGREES 21 MINUTES 53 SECONDS WEST 20.00 FEET; 2) NORTH 46 DEGREES 38 MINUTES 07 SECONDS WEST 8.00 FEET; 3) SOUTH 43 DEGREES 21 MINUTES 53 SECONDS WEST 5.00 FEET; 4) NORTH 46 DEGREES 38 MINUTES 07 SECONDS WEST 183 FEET; 5) SOUTH 43 DEGREES 21 MINUTES 53 SECONDS WEST 14.62 FEET; 6) SOUTH 88 DEGREES 21 MINUTES 53 SECONDS WEST 8.27 FEET; 7) NORTH 46 DEGREES 38 MINUTES 07 SECONDS WEST 5.62 FEET; 8) SOUTH 43 DEGREES 21 MINUTES 53 SECONDS WEST 11.17 FEET; 9) NORTH 46 DEGREES 38 MINUTES 07 SECONDS WEST 48.77 FEET; 10) NORTH 43 DEGREES 21 MINUTES 53 SECONDS EAST 23.55 FEET; 11) SOUTH 46 DEGREES 38 MINUTES 07 SECONDS EAST 22.56 FEET; 12) NORTH 43 DEGREES 21 MINUTES 53 SECONDS EAST 20.92 FEET; 13) NORTH 46 DEGREES 38 MINUTES 07 SECONDS WEST 2.00 FEET; 14) NORTH 43 DEGREES 21 MINUTES 53 SECONDS EAST 12.17 FEET; 15) SOUTH 46 DEGREES 38 MINUTES 07 SECONDS EAST 10.66 FEET; 16) NORTH 43 DEGREES 21 MINUTES 53 SECONDS EAST 2.67 FEET; 17) SOUTH 46 DEGREES 38 MINUTES 07 SECONDS EAST 15.83 FEET; 18) SOUTH 43

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SCHEDULE C (Continued)

DEGREES 21 MINUTES 53 SECONDS WEST 2.67 FEET; THENCE SOUTH 46 DEGREES 38 MINUTES 07 SECONDS EAST 23.02 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION OF THE LIMITED COMMON AREA APPURTENANT TO THE BUILDING SITE

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, 1998 AS DOCUMENT NUMBER 9781381, 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 1153.59 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 39.33 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A RESIDENCE (KNOWN AS 813 GLENEAGLE LANE); THENCE SOUTH 43 DEGREES 21 MINUTES 53 SECONDS WEST ALONG THE EXTERIOR FACE OF THE FOUNDATION WALL OF SAID RESIDENCE 20.00 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING SOUTH 43 DEGREES 21 MINUTES 53 SECONDS WEST 36.64 FEET; THENCE NORTH 46 DEGREES 38 MINUTES 07 SECONDS WEST 21.30 FEET TO AN EXTERIOR CORNER OF THE CONCRETE FOUNDATION OF SAID RESIDENCE; THENCE ALONG A LINE FOLLOWING THE NEXT SIX (6) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FACE OF THE FOUNDATION WALL OF SAID RESIDENCE; 1) NORTH 43 DEGREES 21 MINUTES 53 SECONDS EAST 11.17 FEET; 2) SOUTH 46 DEGREES 38 MINUTES 07 SECONDS EAST 5.62 FEET; 3) NORTH 88 DEGREES 21 MINUTES 53 SECONDS EAST 8.27 FEET; 4) NORTH 43 DEGREES 21 MINUTES 53 SECONDS EAST 14.62 FEET; 5) SOUTH 46 DEGREES 38 MINUTES 07 SECONDS EAST 183 FEET; 6) NORTH 43 DEGREES 21 MINUTES 53 SECONDS EAST 5.00 FEET; THENCE SOUTH 46 DEGREES 38 MINUTES 07 SECONDS EAST 8.00 FEET TO THE PLACE OF BEGINNING; IN COOK COUNTY, ILLINOIS.

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REAL ESTATE TRANSFER TAX

16-Mar-2017



COUNTY:

465.00

ILLINOIS:

930.00

TOTAL:

1,395.00

04-14-301-112-0000

20170301619346

1-120-516-8000

Property of Cook County Clerk's Office