# **UNOFFICIAL COPY**

01146-54692 182 WW

STEWART TITLE 700 E. Diehl Road, Suite 180 Naperville, 1L 60563

PARTIAL ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND SPECIAL WARRANTY DEED Doc#. 1733108144 Fee: \$58.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 11/27/2017 11:20 AM Pg: 1 of 6

Dec ID 20171101655804

ST/CO Stamp 0-754-204-608 ST Tax \$464.00 CO Tax \$232.00

This Partial Assignment and Assumption of Ground Lease and Special Warranty Deed (this "Agreement") is made of inic 21st day of November, 2017, by and between WILLIAM J. BYRNE, JR. and DENNIS P. BYRNE, at co-trustees of the WILLIAM J. BYRNE, JR. LIVING TRUST, dated December 1, 2000, of Northbrook, Illinois 60062, ("Assignor/Grantor"), and MICHAEL PATTERSON and JENNIFER PATTERSON, horizond and wife, whose address is 1243 Claridge Ln., Northbrook, Illinois 60062, ("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, RELFASE, ALIEN AND CONVEY, AND ASSIGN, unto Assignee/Grantee, not as joint tenants nor as tenants-in-common, but as Tenants-By-The-Entirety, 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 there of, 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/Gran. ec.

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 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 year 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 ordinance; 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.

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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 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 Agreement as the Property are not and shall not be separately transferable, and any attempted convey once 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 WIFREOF, Assignor/Grantor has caused this Agreement to be executed and delivered as of the day and year first above written.

ASSIGNOR/GRANTOR:	Danier Byne_
WILLIAM J. BYRNE, JR., as co-brustee of the	DENNIS P. BYRNE, as co-trustee of
WILLIAM J. BYRNE, JR. LIVING TRUST	the WILLIAM J. BYRNE, JR. LIVING
dated December 1, 2000	TRUST dated December 1, 2000
STATE OF ILLINOIS ) ) ss.	/bx
COUNTY OF COOK )	4

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that WILLIAM J. BYRNE, JR. and DENNIS P. BYRNE, as co-restees of the WILLIAM J. BYRNE, JR. LIVING TRUST, dated December 1, 2000, personally known to me 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 therein set forth, including the release and waiver of the right of comestead.

Given under my hand and official seal, this day of November, 2017.

OFFICIAL SEAL
ANGELENA J OLIVER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/22/18

OFFICIAL SEAL
ANGELENA J OLIVER
Notary Public
Notary Public

Document prepared by: The Wochner Law Firm 707 Skokie Blvd., Suite 500 Northbrook, Illinois 60062

Name and Address of Taxpayer: Michael and Jennifer Patterson 2166 Royal Ridge Dr. Northbrook, Illinois 60062 After Recording Mail to:
Katherine S. O'Malley, Lincoln Street Law, P. C.
1528 Lincoln St.
Evanston, Illinois 60201

REAL ESTAT	E TRANSFER 1	rax XAT	22-Nov-2017
	- C	COUNTY:	232.00
		(LLINOIS:	464.00
T		TOTAL:	696.00
04-14-30	1-063-0000	20171101655804	0-754-204-608

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#### ACCEPTANCE AND ASSUMPTION BY ASSIGNEES/GRANTEES

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.

NFER PATTERSON, Grantee

STATE OF ILLINOIS

COUNTY OF COOK

Public in : I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MICHAEL PATTERSON and JENNIFER PATTERSON, personally known to me 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 therein set forth, including the release and waiver of the right of homestead.

day of Nevember, 2017.

Notary Public

OFFICIAL SEAL WENDY A WILLIAMS-GRUJANAC NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES 08/21/21

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### Exhibit "A" Legal Description

#### 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, AND KNOWN AS TRUST NO. 94707, AS LESSOR ("LESSOR"), 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 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") LECALLY DESCRIBED AS:

LOT 1 IN ROYAL RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 14, TOWNSHIP 42 NOW I'H, 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.

PERMANENT INDEX NUMBER: 04-14-301-083-0000

COMMONLY KNOWN AS: 2166 Royal Ridge Dr., Northbrook, Illinois 66062

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#### Legal Description Continued

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

#### **BUILDING SITE 76:**

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 0/ MINUTES 54 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 714.71 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 614.80 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A DUPLEX RESIDENCE (KNOWN AS 2166 ROYAL RIDGE DRIVE), FOR A PLACE OF BEGINNING; THENCE ALONG A LITE FOLLOWING THE NEXT (6) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE: 1) SOUTH 52 DEGREES 09 MINUTES 04 SECOND'S WEST 36.92 FEET; 2) NORTH 37 DEGREES 50 MINUTES 56 SECONDS WEST 12.21 FEET; 3) SOUTH 52 DEGREES 09 MINUTES 04 SECONDS WEST 5.75 FEET; 4) NORTH 37 DEGREES 50 MINUTES 56 SECONDS WEST 15.29 FEET; 5) SOUTH 52 DEGREES 09 MINUTES 04 SECONDS WEST 2.00 FEET; 6) NORTH 37 DEGREES 50 MINUTES 56 SECONDS WEST 4.00 FEET TO THE CENTEPLINE OF A PARTYWALL FOR 66.00 FEET; THENCE ALONG A LINE FOLLOWING THE NEXT TWO (2) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 37 DEGREES 50 MINUTES 56 SECONDS EAST 23.33 FEFT, 2) SOUTH 52 DEGREES 09 MINUTES 04 SECONDS WEST 21.33 FEET; THENCE SOUTH 37 DEGPESS 50 MINUTES 56 SECONDS EAST 8.17 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS (THE "BUILDING SITE") BUILDING SITE COMMONLY KNOWN AS 2166 ROYAL RIDGE DRIVE, 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 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 III:

EASEMENTS APPURTENANT TO PARCEL 1 AND 2 FOR THE BENEFIT OF SUCH PARCELS AS SET FORTH IN THE AFORESAID DECLARATION.

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#### Exhibit "B"

LIMITED COMMON AREA FOR BUILDING SITE 76

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 A\$ DOCUMENT NUMBER 97818381, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 01 DEGRES 04 MINUTES 54 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 714.77 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 614.80 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A DUPLEX RESIDENCE (KNOWN AS 2166 ROYAL RIDGE DRIVE); THENCE ALONG A LINE COINCIDENT WITH THE EXTEUOR FOUNDATION WALL OF SAID RESIDENCE SOUTH 52 DEGREES 09 MINUTES 04 SECONDS WEST 36.92 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING ALONG AN EXTENTION OF LAST SAID LINE SOUTH 52 DEGREES 09 MINUTES 04 SECONDS WEST 14.75 FEET; THENCE NORTH 37 DEGREES 50 MINUTES 56 SECONDS WEST 18.00 FEET; THENCE NORTH 52 DEGREES 09 MINUTES 04 SECONDS EAST 9.00 FEET; THENCE ALONG A LINE FOLLOWING THE NEXT TWO (2) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 37 DEGREES 50 MINUTES 56 SECONDS EAST 5.79 FEE; 2) NORTH 52 DEGREES 09 MINUTES 04 SECONDS EAST 5.75 FEFT; THENCE SOUTH 37 DEGREES 50 MINUTES 56 FB. County Clarks Office SECONDS EAST 12,21 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.