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PARTIAL ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND WARRANTY DEED

Doc#: 1819255081 Fee: \$56.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/11/2018 10:25 AM Pg: 1 of 5

Dec ID 20180601612622
ST/CO Stamp 1-599-927-072 ST Tax \$650.00 CO Tax \$325.00

This Partial Assignment and Assumption of Ground Lease and Warranty Deed (this "Agreement") is made as of this 9th day of July, 2018, by and between **JUDITH L. WESTLY, AS TRUSTEE UNDER THE JUDITH L. WESTLY TRUST DATED AUGUST 28, 2003, AND JUDITH L. WESTLY AND S. SCOTT WESTLY, HUSBAND & WIFE, ("Assignors/Grantors") and HILTON PLEIN AND JANET PLEIN, HUSBAND & WIFE AS TENANTS BY THE ENTIRETY, ("Assignees/Grantees").**

Assignors/Grantors, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration in hand paid by Assignees/Grantees, the receipt of which is hereby acknowledged, by these presents do REMISE, RELEASE, GRANT, WARRANT, CONVEY, AND ASSIGN, unto Assignees/Grantees, 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"), including, fee simple title in and to the Building and all improvements located on the Building Site as defined in Parcel 2 on Exhibit "A", and, Easements Appurtenant as defined in Parcel 3 of Exhibit "A".

Together with the exclusive right to use and enjoy the Limited Common Area appurtenant to the Building Site and legally described on Exhibit "A" 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 Assignors/Grantors, either in law or equity, in and to the Property, with the hereditaments and appurtenances (but excluding fee simple title to the land).

TO HAVE AND TO HOLD FOREVER, the Property, with appurtenances, unto Assignees/Grantees, as Tenants by the Entirety, hereby releasing and waiving, if applicable, all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, 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 laws and ordinances and other ordinances of record; (5) acts done or suffered by Purchasers or anyone claiming by, through or under Purchasers; (6) utility easements, if any, whether recorded or unrecorded; (7) covenants, conditions, restrictions, easements, declarations and agreements of record, including, without limitation, those set forth on the Final Subdivision Plat and Final Planned Unit Development Plat of Royal Ridge recorded with the Office of the Recorder of Deeds of Cook County, Illinois, on November 3, 1997 as document No. 97818381 provided that such provisions will not materially affect the use of the premises; and (8) liens and other matters of title over which Chicago Title Insurance Company is willing to insure without cost to Assignees/Grantees.

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

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Assignees/Grantees, by their acceptance and execution of this Agreement, hereby expressly agree 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 Assignees/Grantees (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 Assignees/Grantees and with respect to the Common Area in common with all of the other Unit Owners). The term "Lessee", "Ground Rent", "Common Area" and "Unit Owners" used in this paragraph shall have the meanings set forth in the Ground Lease. Assignees/Grantees further agree that the interests 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 interests comprising the Property shall be deemed to be a conveyance and assignment of all interests comprising the Property.

IN WITNESS WHEREOF, Assignors/Grantors have caused this Agreement to be executed and delivered as of the day and year first above written.

ASSIGNORS/GRANTORS:

Judith L. Westly as trustee
JUDITH L. WESTLY, AS TRUSTEE UNDER
THE JUDITH L. WESTLY TRUST DATED
AUGUST 28, 2003

Judith L. Westly
JUDITH L. WESTLY
S. Scott Westly
S. SCOTT WESTLY, SOLELY FOR THE
PURPOSE OF WAIVING HOMESTEAD

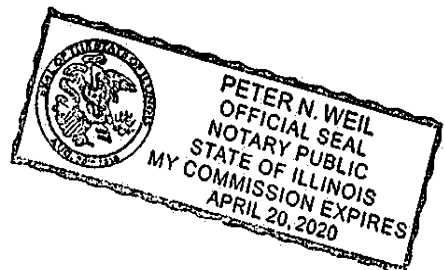
State of Illinois, County of Coke ss: I the undersigned, a Notary Public in and for said County, DO HEREBY CERTIFY THAT: JUDITH L. WESTLY, INDIVIDUALLY AND AS TRUSTEE OF THE TRUST AFORESAID, AND S. SCOTT WESTLY, personally known to me to be the same persons whose names are subscribed to the forgoing instrument, appeared before me this day, in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary acts, for the use and purposes set forth therein.

Given under my hand and official seal this 9 day of JULY, 2018.

[Signature]

NOTARY PUBLIC

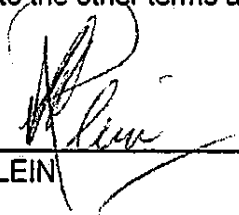
Commission Expires: 4-20-20



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ACCEPTANCE AND ASSUMPTION BY ASSIGNEES/GRANTEES

The undersigned, Assignees/Grantees, hereby accept the assignment of the Property from Assignors/Grantors and join 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 agree to the other terms and provisions of this Agreement.



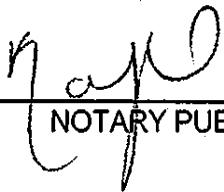
HILTON PLEIN



JANET PLEIN

State of Illinois, County of Cook ss: I the undersigned, a Notary Public in and for said County, DO HEREBY CERTIFY THAT HILTON PLEIN and JANET PLEIN, personally known to me to be the same persons whose names are subscribed to the forgoing 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 use and purposes set forth therein.

Given under my hand and official seal this 9 day of July, 2018.



NOTARY PUBLIC

Commission Expires: April 10, 2019

PROPERTY ADDRESS: 2131 N. CLARIDGE LANE, NORTHBROOK, IL 60062
PIN: 04-14-301-073-0000

PREPARED BY:
PETER N. WEIL, ESQ.
175 OLDE HALF DAY RD., STE. 134
LINCOLNSHIRE, IL 60069

AFTER RECORDING RETURN TO:
JOHN C. GERMANIER, ESQ.
5120 MAIN ST., STE. 1
DOWNS GROVE, IL 60515

SEND SUBSEQUENT TAX BILLS TO:
HILTON & JANET PLEIN
2131 N. CLARIDGE LN.
NORTHBROOK, IL 60062

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**CHICAGO TITLE
COMPANY**

Exhibit "A"

LEGAL DESCRIPTION

Order No.: 18GNW082069VH

For APN/Parcel ID(s): 04-14-301-073-0000

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 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") 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. 97818381.

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 66 BEING 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 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° 04' 54" EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 1007.07 FEET; THENCE NORTH 88° 55' 06" WEST, 929.75 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A DUPLEX RESIDENCE; FOR A PLACE OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE

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LEGAL DESCRIPTION

(continued)

NEXT 13 COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 57° 30' 18" WEST, 8.01 FEET; 2) SOUTH 32° 29' 42" EAST, 4.00 FEET; 3) SOUTH 57° 30' 18" WEST, 2.00 FEET; 4) SOUTH 32° 29' 42" EAST, 10.92 FEET; 5) SOUTH 12° 30' 18" WEST, 7.54 FEET; 6) SOUTH 57° 30' 18" WEST, 2.37 FEET; 7) SOUTH 32° 29' 42" EAST, 11.33 FEET; 8) SOUTH 57° 30' 18" WEST, 55.00 FEET; 9) NORTH 32° 29' 42" WEST, 21.58 FEET; 10) NORTH 57° 30' 18" EAST, 25.42 FEET; 11) NORTH 32° 29' 42" WEST, 20.17 FEET; 12) SOUTH 57° 30' 18" WEST, 5.00 FEET; 13) NORTH 32° 29' 42" WEST, 7.04 FEET; THENCE NORTH 57° 30' 18" EAST ALONG THE CENTER LINE OF A PARTY WALL FOR SAID RESIDENCE 52.82 FEET; THENCE SOUTH 32° 29' " EAST 17.21 FEET TO THE PLACE OF BEGINNING; IN COOK COUNTY, 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 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.