UNOFFICIAL CC

Doc#. 1828457031 Fee: \$62.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 10/11/2018 09:44 AM Pg: 1 of 8

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ST/CO Stamp 0-482-174-112 ST Tax \$147.00 CO Tax \$73.50

DANIEL E. FAJERSTEIN 513 CHICAGO AVENUE **EVANSTON, ILLINOIS** 60202

AFTER RECORDING, RETURN TO:

LINDA ABRAHAMS, ESQ. ABRAHAMS LAW GROUP 956 EDGEBROOK LANE NORTHBROOK, ILLINOIS 60062

Coof County Cla PARTIAL ASSIGNMENT AND ASSUMPTION OF GROUND LEASE **AND WARRANTY DEED**

This Partial Assignment and Assumption of Ground Lease and Warranty Deed (this "Agreement") is made as of this 9th day of October, 2018, by and between KEVIN BOLAND and CELINE F. BOLAND, husband and wife, whose address is 2147 Claridge Lane, Northbrook, Illinois 60062 ("Assignor/Grantor"), and LOIS FRIEND, as Trustee of the Lois Friend Revocable Trust dated June 16, 2005, as amended, 2936 Canterbury Drive, Northbrook. Illinois 60062 whose address is (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 "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 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 see simple title to the land):

TO FAVE AND TO HOLD, the Property, with the appurtenances, unto Assignee/Grance).

And Assignor//5rantor, 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:

(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 providing same are not violated; (5) utility easements, if any, whether recorded or unrecorded provided same do not underlie the improvements; and (6) 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. 9781838! provided that such provisions do not interfere with the use and enjoyment of the premises.

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 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: |
|-------------------|------------|-------------------|
| | 0.5 | Jane Alm |
| | | KEVIN BOLAND |
| | 00/ | Lue Blank |
| | | CELINE F. BOLAND |
| STATE OF ILLINOIS |) | Unx. |
| COUNTY OF COOK |) SS.) | 40. |

I, Daniel E. Fajerstein, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that **KEVIN BOLAND and CELINE F. BOLAND**, **husband and wife**, appeared before me this day in person and acknowledged that he/she/they signed and delivered the instrument as his/her/their free and voluntary act for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 9th ay of October, 2018.

OFFICIAL SEAL DANIEL E FAJERSTEIN NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:12/01/18

Notary Public

My Commission expires:

Send subsequent tax bills to:

Lois Friend, as Trustee 2147 Claridge Lane Northbrook, Illinois 60062

Permanent Index Number: 04-14-301-077-0000

Property Commonly Known as 2147 Claridge Lane, Northbrook, Illinois 60062

<u>ACCEPTANCE AND ASSUMPTION BY ASSIGNEE/GRANTEE</u>

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.

LOIS FRIEND, as Trustee of the Lois Friend Revocable Trust dated June 16, 2005, as amended

STATE OF ILLINOIS)

SS)

COUNTY QF COOK)

State aforesaid, DO HEREBY CERTIFY that LOIS FRIEND, as Trustee of the Lois Friend Revocable Trust dated June 16, 2005, as amended, 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 he/she/they signed and delivered the instrument as his/her/their own free and voluntary act for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this

day of October, 2018.

Notary Public

My Commission Expires:

POTENTIAL SEAL"

BONNIE J. MILLER

Notary Public, State of Illinois

My Commission Expires 03/19/19

The foregoing transfer of title / conveyance is hereby accepted by

LOIS FRIEND, as Trustee of the Lois Friend Revocable Trust dated June 16, 2005, as amended

Lois Friend, Trustee, as aforesaid

COUNTY OF

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that LCIS FRIEND, as Trustee of the Lois Friend Revocable Trust dated June 16, 2005, as an ended, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and warrer of the right of homestead.

Given under my hand and notarial seal this day of October, 2018

) SS

Notary Public

"OFFICIAL SPAL"

RONFIE J. M."LER

Notary Public, State of Minos

My Commission Expires (2".d")

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 TRUST NO. 94707. AS LESSOR ("LESSOR"). AS ASSIGNOP 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 70 BEING 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 04 MINUTES 54 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 808.30 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 816.74 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A

DUPLEX RESIDENCE (KNOWN AS 2147 CLARIDGE LANE), FOR A PLACE OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT THREE (3) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 57 DEGREES 21 MINUTES 41 SECONDS WEST 36.92 FEET; 2) NORTH 32 DEGREES 38 MINUTES 19 SECONDS WEST 8.17 FEET; 3) SOUTH 57 DEGREES 21 MINUTES 41 SECONDS WEST 19.33 FEET; 4) NORTH 32 DEGREES 38 MINUTES 19 SECONDS WEST 23.34 FEET TO THE CENTERLINE OF A PARTY WALL; THENCE NORTH 57 DEGREES 21 MINUTES 41 SECONDS EAST ALONG THE CENTERLINE OF A PARTY WALL FOR 64.00 FEET; THENCE ALONG A LINE FOLLOWING THE NEXT FOUR (4) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 32 DEGREES 38 MINUTES 19 SECONDS EAST 4.00 FEET; 2) SOUTH 57 DEGREES 38 MINUTES 41 SECONDS WEST 2.00 FEET; 3) SOUTH 32 DEGREES 38 MINUTES 19 SECONDS EAST 15.29 FEET; SOUTH 57 DEGREES 21 MINUTES 41 SECONDS WEST 5.75 FEET; THENCE SOUTH 32 DEGREES 38 MINUTES 19 SECONDS WEST 12.21 FEET TO THE PLACE OF BEGINNING. CONTAINING 1722 SQUARE FEET, IN COOK COUNTY, ILLINOIS (THE" BUILDING SITE") BUILDING SITE COMMONLY KNOWN AS 2147 CLARIDGE LANE, NORTHBROOK, ILLINOIS.

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 FORTION 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 III:

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

EXHIBIT "B"

PARCEL IV:

LIMITED COMMON AREAS FOR BUILDING SITE 70

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 03, 1997 AS DOCUMENT NUMBER 97818381, 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 808.30 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 816.74 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A RESIDENCE (KNOWN AS 2147 CLARIDGE LANE); FOR A PLACE OF REGINNING: THENCE ALONG A LINE FOLLOWING THE NEXT TWO (2) COURSES AND DISTANCES COINCIDENT WITH EXTERIOR FOUNDATION WALL OF SAID RESIDENCE: 1) NORTH 32 DEGREES 38 MINUTES 19 SECONDS WEST 12.21 FEET: 2) NORTH 57 DEGREES 21 MINUTES SECONDS EAST 5.75 FEET; THENCE NORTH 32 DEGREES 38 MINUTES 19 SECONDS WEST 5.79 FEET; THENCE NORTH 57 DEGREES 21 MINUTES 41 SECONDS EAST 8.75 FEET; THENCE SOUTH 32 DEGREES 38 MINUTES 19 SECONDS EAST 18.00 FEET; THENCE SOUTH 57 DEGREES 21 MINUTES 41 SECONDS WEST 14.50 FEET TO OK COUNTY CONTY ONE THE PLACE OF BEGINNING; IN COOK COUNTY, ILLINOIS.