

# UNOFFICIAL COPY

Doc#: 1923808116 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 08/26/2019 10:07 AM Pg: 1 of 4

## PARTIAL ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND WARRANTY DEED

Dec ID 20190801660436  
ST/CO Stamp 0-492-108-896 ST Tax \$470.00 CO Tax \$235.00

PT 19 52 306 FA 1/2

This Partial Assignment and Assumption of Ground Lease and Warranty Deed (this "Agreement") is made as this 25<sup>th</sup> day of July, 2019, by and between **FARZANEH SAED, as Trustee of the Farzaneh Saed Revocable Trust dated May 15, 1984**, as amended from time to time, ("Assignor/Grantor") and **Peter Hoholik and Joan Hoholik, married to each other**, as **TENANTS BY THE ENTIRETY**, of **5 Country Lane, Northfield, Illinois 60093**, (Assignee/Grantee). Assignee/Grantor, for and in consideration of the sum of Ten and No/100 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, WARRANT 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 "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 thereto 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, 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) encroachments, if any, over which the title company is willing to insure without cost to Purchaser providing the same are not material and are insured over the by the title company;
- (6) acts done or suffered by Purchaser or anyone claiming by, through or under Purchaser;
- (7) utility easements, if any, whether recorded or unrecorded provided same do not underlie the improvements; and
- (8) 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,

UNOFFICIAL COPY

Illinois on November 3, 1997 as Document No. 97818381 provided that such provisions do not interfere with the use and enjoyment of the premises.

Assignor/Grantor hereby releases and waives all right under and by virtue of the homestead exemption laws of the State of Illinois.

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.

Permanent Real Estate Index Number: 04-14301-146-0000

Address of Real Estate: 2281 Royal Ridge Drive, Northbrook, Illinois 60062

Dated this 25<sup>th</sup> day of July, 2019.

*Farzaneh Saed*  
\_\_\_\_\_  
Farzaneh Saed, as Trustee of the Farzaneh Saed Revocable Trust dated May 15, 1984

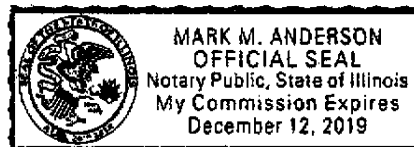
STATE OF ILLINOIS )  
) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Farzaneh Saed, as Trustee of the Farzaneh Saed Revocable Trust dated May 15, 1984, 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, sealed and delivered the said instrument as her free and voluntary act and as the free and voluntary act of such Trust, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25<sup>th</sup> day of July, 2019.

Return to:  
[Signature]  
[Signature]  
100 E. Dundee Rd. Ste. 250  
Northbrook, IL 60074

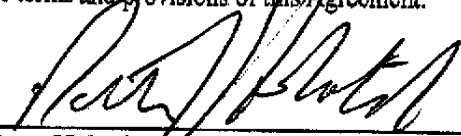
*Mark M. Anderson*  
\_\_\_\_\_  
Notary Public

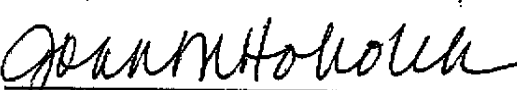


# UNOFFICIAL COPY

## 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 (on a non-recourse basis) 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.

  
Peter Hoholik


  
Joan Hoholik

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Peter Hoholik and Joan Hoholik, personally known to me to be the same person 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.

Given under my hand and official seal, this 14<sup>th</sup> day of August, 2019.



  
Notary Public

Prepared by: Mark M. Anderson, O'Halloran Kosoff Geitner & Cook, LLC,  
650 Dundee Rd., Suite 475  
Northbrook, Illinois 60062

~~Return after~~  
Recording to: Joseph R. Julius, Law office of Joseph R. Julius  
5410 Newport, Suite 23  
Rolling Meadows, Illinois 60008

Tax bill to: Peter Hoholik and Joan Hoholik  
2281 Royal Ridge Drive  
Northbrook, IL 60062

# UNOFFICIAL COPY

## 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, 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 139

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 South 81 degrees 06 minutes 00 seconds West along the South Line of said Lot 1, a distance of 324.07 feet; thence North 08 degrees 54 minutes 00 seconds West, 46.91 feet to the exterior corner of a concrete foundation for a residence (known as 2261 Royal Ridge drive) for a place of beginning; thence along a line forming the next (8) courses and distances coincident with the Exterior Foundation Wall of Said Residence; 1) North 08 degrees 53 minutes 57 seconds West, 2.00 feet; 2) South 61 degrees 06 minutes 03 seconds West, 15.29 feet; 3) North 08 degrees 53 minutes 57 seconds West, 5.75 feet; 4) South 31 degrees 06 minutes 03 seconds West, 12.21 feet; 5) North 08 degrees 53 minutes 57 seconds West, 36.92 feet; 6) North 81 degrees 06 minutes 03 seconds East, 8.17 feet; 7) 06 degrees 53 minutes 57 seconds West, 19.33 feet; 8) North 81 degrees 06 minutes 03 seconds, 23.34 feet to the centerline of a party wall; thence South 08 degrees 53 minutes 57 seconds East along the centerline of the Party Wall for 64.00 feet; thence South 81 degrees 06 minutes 03 seconds West, 4.00 feet to the place of beginning, containing 1733 square feet, in Cook County, Illinois (the "Building Site") building site commonly known as 2281 Royal Ridge Drive, Northbrook, Illinois 60062.

### 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.