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Edward M. Moody

Cook County Recorder of Deeds

Date: 08/18/2020 11:57 AM Pg: 1 of 4

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Dec ID 20200601697510

ST/CO Stamp 1-670-179-552 ST Tax \$926.50 CO Tax \$463.25

CT 2065T0421865K
AB 1 of 2

PREPARED BY:

DANIEL E. FAJERSTEIN
513 CHICAGO AVENUE
EVANSTON, ILLINOIS
60202

AFTER RECORDING, RETURN TO:

MARTIN COHN, ESQ.
130 E. RANDOLPH STREET, SUITE 3900
CHICAGO, ILLINOIS
60601

**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 9 day of JUNE, 2020, by and between **GERALD M. CHANAN** and **MARSHA L. CHANAN**, husband and wife, whose address is 829 Gleneagle Lane, Northbrook, Illinois 60062 ("Assignor/Grantor"), and **MARTIN L. FOX** and **JOAN M. FOX**, whose address is 2273 Royal Ridge Drive, 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, 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").

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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:

(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. 97818381 provided that such provisions do not interfere with the use and enjoyment of the premises.

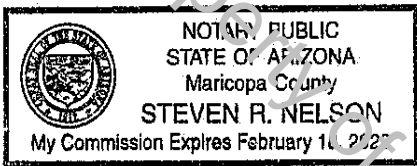
Assignee/Grantee, by its acceptance and execution of this Agreement, hereby expressly agrees to assume (on a non-recourse basis) all rights and obligations of the Lessee pursuant to the terms of the Ground Lease, with respect to the Property being conveyed and assigned by this Agreement to Assignee/Grantee (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

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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:



[Signature]

GERALD M. CHANAN

[Signature]

MARSHA L. CHANAN

Arizona
STATE OF ILLINOIS)
Maricopa) SS.
COUNTY OF COOK

I, Daniel E. Fajerstein, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that **GERALD M. CHANAN** and **MARSHA L. CHANAN**, 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 04th day of June, 2020.

[Signature]

Notary Public

My Commission expires: FEB. 18, 2022

Send subsequent tax bills to: **Martin L. Fox and Joan M. Fox, Trustees**
829 Gleneagle Lane
Northbrook, Illinois 60062

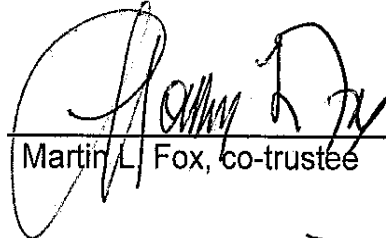
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ACCEPTANCE AND ASSUMPTION BY ASSIGNEE/GRANTEE

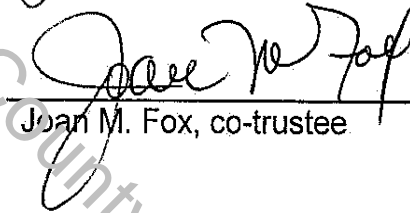
The undersigned, Assignee/Grantee, hereby accepts the assignment of the Property from Assignor/Grantor and joins in the execution of this Agreement for the purpose of agreeing to assume those rights and obligations of the Lessee pursuant to the terms of the Ground Lease as described in this Agreement and to agree to the other terms and provisions of this Agreement.

ASSIGNEE/GRANTEE

Martin L. and Joan M. Fox Trust dated 9/12/1997



Martin L. Fox, co-trustee



Joan M. Fox, co-trustee

STATE OF ILLINOIS)
COUNTY OF DuPage) ss

I, the undersigned, a notary public, in and for the County and State aforesaid, DO HEREBY CERTIFY that **MARTIN L. FOX** and **JOAN M. FOX**, 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 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 6 day of June, 2020.





Notary Public

My Commission Expires: 12/9/23