

# UNOFFICIAL COPY

This instrument prepared by  
and after recording return to:

Katherine J. Levy  
Schiff Hardin LLP  
One Westminster Place Suite 200  
Lake Forest, Illinois 60045



Doc#: 1501444075 Fee: \$56.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/14/2015 04:03 PM Pg: 1 of 10

(Reserv

## ROYAL RIDGE SUBDIVISION DWELLING UNIT WARRANTY DEED

and

### PARTIAL ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS WARRANTY DEED AND PARTIAL ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Instrument"), is made as of Dec, 30, 2014 by and between Arnold R. Weber, a widower not since remarried, whose address is 851 Turnberry Lane, Northbrook, Illinois 60062 ("Grantor/Assignor"), and Arnold R. Weber, as trustee of the ARNOLD R. WEBER TRUST, dated July 23, 1992, as amended, whose address is 851 Turnberry Lane, Northbrook, Illinois 60062 ("Grantee/Assignee").

Section 1. Conveyance to Grantee/Assignee. Grantor/Assignor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand, paid to Grantor/Assignor by Grantee/Assignee, the receipt and sufficiency of such consideration is hereby acknowledged, has GRANTED, BARGAINED, SOLD, ASSIGNED, CONVEYED and WARRANTED, and by these presents does hereby GRANT, BARGAIN, SELL, ASSIGN, CONVEY and WARRANT unto Grantee/Assignee that certain Property situated in the County of Cook and State of Illinois known and legally described in Exhibit A attached hereto and made a part hereof (collectively, the "Property").

Address of Property: 851 Turnberry Lane, Northbrook, Illinois 60062

Permanent Index Number: 04-14-301-089-0000

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 the hereditaments and appurtenances thereunto belonging, or in any way thereto appertaining, and the reversion and reversions, remainder and 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 as above described, with the appurtenances, unto Grantee/Assignee, its successors and assigns forever.

And Grantor/Assignor, for itself and its successors, does hereby covenant, promise and agree to and with Grantee/Assignee, and Grantee's/Assignee's successors and assigns, that Grantor/Assignor has not done or suffered to be done anything whereby the Property is, or may be, in any manner encumbered

# UNOFFICIAL COPY

or charged, except as provided in this Instrument, and that Grantor/Assignor will WARRANT AND DEFEND Grantee's/Assignee's title to the Property against all persons lawfully claiming title to or any interest in the Property, subject to: those matters set forth on Exhibit C attached hereto and made a part hereof.

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. This Instrument is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

Section 2. Ground Lease. For and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, by acceptance and execution of this Instrument, Assignee/Grantee 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 Instrument 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 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 under the Ground Lease (as defined in Exhibit A attached hereto) 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 Instrument 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" as used in this Section shall have the respective meanings ascribed to such terms in the Ground Lease.

Section 3. No Separate Future Conveyances/Assignments. Grantee/Assignee further agrees and understands, by acceptance and execution of this Instrument, that under the terms of the Ground Lease, the ownership interest of Grantee/Assignee conveyed in the Dwelling Unit located on Building Site 82 and the undivided interest of Grantee/Assignee in the leasehold estate assigned by this Instrument 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 (including the leasehold estate) shall automatically be deemed to be a conveyance and assignment of all interests comprising the Property (including the leasehold estate).

[Signature Pages Follow]





# UNOFFICIAL COPY

## 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, 1991 AND KNOWN AS TRUST NO. 94707, AS LESSOR, AND RKZ VENTURE GROUP, L.L.C., 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 RKZ VENTURE GROUP, L.L.C., AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON FEBRUARY 28, 1997 AS DOCUMENT NO. 97141359, 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 RESPECT SOLELY TO THE BUILDING SITE IDENTIFIED AND LEGALLY DESCRIBED AS FOLLOWS:

#### BUILDING SITE 82

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 1788.53 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS

# UNOFFICIAL COPY

WEST 165.78 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A RESIDENCE (KNOWN AS 851 TURNBERRY LANE), FOR A PLACE OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT EIGHTEEN (18) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 01 DEGREES 04 MINUTES 54 SECONDS WEST, 52.77 FEET; 2) SOUTH 88 DEGREES 55 MINUTES 06 SECONDS WEST, 23.55 FEET; 3) NORTH 01 DEGREES 04 MINUTES 54 SECONDS EAST, 26.56 FEET; 4) NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST, 20.92 FEET; 5) SOUTH 01 DEGREES 04 MINUTES 54 SECONDS WEST, 2.00 FEET; 6) NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST, 12.17 FEET; (7) NORTH 01 DEGREES 04 MINUTES 54 SECONDS EAST, 10.66 FEET; 8) NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST, 2.67 FEET; 9) NORTH 01 DEGREES 04 MINUTES 54 SECONDS EAST, 15.83 FEET; 10) SOUTH 88 DEGREES 55 MINUTES 06 SECONDS EAST, 2.67 FEET; 11) NORTH 01 DEGREES 04 MINUTES 54 SECONDS EAST, 23.02 FEET; 12) SOUTH 88 DEGREES 55 MINUTES 06 SECONDS EAST, 20.00 FEET; 13) SOUTH 01 DEGREES 04 MINUTES 54 SECONDS WEST, 8.00 FEET; 14) SOUTH 88 DEGREES 55 MINUTES 06 SECONDS EAST, 5.00 FEET; 15) SOUTH 01 DEGREES 04 MINUTES 54 SECONDS WEST, 1.83 FEET; 16) SOUTH 88 DEGREES 55 MINUTES 06 SECONDS EAST, 14.62 FEET; 17) SOUTH 43 DEGREES 55 MINUTES 06 SECONDS EAST, 8.27 FEET; 18) SOUTH 01 DEGREES 04 MINUTES 54 SECONDS WEST, 5.52 FEET; THENCE SOUTH 88 DEGREES 55 MINUTES 06 SECONDS EAST, 11.17 FEET TO THE PLACE OF BEGINNING, CONTAINING 2887 SQUARE FEET, IN COOK COUNTY, ILLINOIS (THE "BUILDING SITE") BUILDING SITE COMMONLY KNOWN AS 851 TURNBERRY LANE, 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 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 CONDITIONS OF THE GROUND LEASE.

## Parcel III:

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

# UNOFFICIAL COPY

## EXHIBIT B

### LIMITED COMMON AREA FOR BUILDING SITE 82

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 1788.53 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 165.78 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A RESIDENCE (KNOWN AS 851 TURNBERRY LANE) FOR A PLACE OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT SIX (6) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 88 DEGREES 55 MINUTES 06 SECONDS EAST, 11.17 FEET; 2) NORTH 01 DEGREES 04 MINUTES 54 SECONDS EAST, 5.62 FEET; 3) NORTH 43 DEGREES 55 MINUTES 06 SECONDS WEST, 8.27 FEET; 4) NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST, 14.62 FEET; 5) NORTH 01 DEGREES 04 MINUTES 54 SECONDS EAST, 1.83 FEET; 6) NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST, 5.00 FEET; THENCE NORTH 01 DEGREES 04 MINUTES 54 SECONDS EAST, 8.00 FEET; THENCE SOUTH 88 DEGREES 55 MINUTES 06 SECONDS EAST, 36.67 FEET; THENCE SOUTH 01 DEGREES 04 MINUTES 54 SECONDS WEST, 21.33 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

# UNOFFICIAL COPY

## EXHIBIT C

### Permitted Exceptions

1. General real estate taxes not yet due and payable.
2. Terms, covenants, conditions, easements and restrictions set forth in the Ground Lease.
3. Restrictions disclosed and imposed by Disclosure Declaration made by RKZ Venture Group, L.L.C. dated December 12, 1996 and recorded March 4, 1997 as Document No. 97147625 relating to (a) an explanation of the nature of the leasehold interest which a residential Dwelling Unit purchaser will receive, (b) all streets in Royal Ridge Subdivision shall remain private streets, and (c) imitations existing as a result of building envelopes as defined therein.
4. Terms, covenants, conditions, easements and restrictions set forth in the Declaration.
5. Terms, provisions, conditions and limitations of the Ordinance establishing Property Shares for District benefits provided by the Lee-Grant Water Feeder Main Ordinance No. 80-35 recorded September 17, 1980 as Document No. 25587903.
6. Annexation Agreement between the Village and the Society of the Divine Word dated December 15, 1988 and recorded on December 16, 1988 as Document No. 88581079, any ordinances enacted in connection therewith and all amendments thereto ("Annexation Agreement"), to the extent applicable to the Premises.
7. Transferee Assumption Agreement between Society of the Divine Word, RKZ Venture Group, L.L.C. ("Developer") and Village of Northbrook recorded March 4, 1997 as Document No. 97147626 wherein Developer agrees that it will comply with applicable terms, etc. of the Annexation Agreement.
8. Terms of the Subdivision and Development Agreement by, between and among the Village of Northbrook and RKZ Venture Group, L.L.C. (Royal Ridge Subdivision, Techny Real Estate Parcel E-1) dated December 12, 1996 and recorded March 4, 1997 as Document No. 97147624.
9. Transferee Assumption Agreement between Society of the Divine Word, RKZ Venture Group, L.L.C. ("Developer") and Village of Northbrook recorded March 4, 1997 as Document No. 97147626 wherein Developer agrees that it will comply with applicable terms, etc. of the Annexation Agreement.
10. Terms and provisions of the Transportation Facilities and Programs Agreement made by and between the Village of Northbrook, the Society of the Divine Word and Rubloff, Inc. dated June 30, 1989 and recorded July 7, 1989 as Document No. 89309243.

Successor Agreement between Society of the Divine Word ("Exculpated Party"), RKZ Venture Group, L.L.C. ("Successor Party") and the Village of Northbrook dated October 14, 1996 and recorded March 4, 1997 as Document No. 97147627 wherein the Exculpated Party is relieved of being bound by said agreement and Successor Party agrees to be bound by same.



# UNOFFICIAL COPY

First Amended and Restated Transportation Facilities and Programs Agreement dated as of July 13, 1999 between the Village of Northbrook and the Society of the Divine Word, recorded November 12, 1999, as Document No. 09067536.

11. Covenants, conditions, restrictions, easements, declarations and agreements of record including, without limitation, those set forth on the final Plat of Subdivision of Techny Parcel E-1, recorded on November 3, 1997 as Document No. 97818381, and all matters disclosed thereon or therein.
12. Terms of Ordinance No. 96-46 of the Village of Northbrook passed December 14, 1996 and recorded November 3, 1997 as Document No. 97818382 and entitled "An Ordinance Granting a Special Permit and Site Plan Approval for a Planned Development on the Techny Real Estate Parcel E-1 (Royal Ridge Subdivision).
13. Village of Northbrook Lawn Sprinkler Application and Permit recorded March 20, 1998 as Document No. 98219546.
14. Applicable zoning and building laws and ordinances and other ordinances of record, including those creating lien for drainage assessments, drainage taxes, and similar matters which are levied and become due and payable.
15. Utility, Village bike path and storm water drainage easements, if any, whether recorded or unrecorded.
16. Easements, leases and licenses affecting the Common Areas.
17. The applicable provisions of the Illinois Condominium Property Act.
18. Special taxes and assessments for improvements not yet completed.
19. Acts done or suffered by Assignee/Grantee or anyone claiming by, through or under Assignee/Grantee.

# UNOFFICIAL COPY

## STATEMENT BY GRANTOR / GRANTEE

The grantor or its agent affirms that, to the best of their knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated: Dec. 30, 2014

Subscribed and sworn before me this 30<sup>th</sup> day of December, 2014.

Arnold R. Weber  
Arnold R. Weber

Susan Bacharz Guenther  
Notary Public



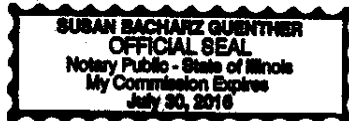
The grantee or its agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated: Dec -30, 2014

Subscribed and sworn before me this 30 day of December, 2014.

Arnold R. Weber  
Arnold R. Weber, not individually but solely as trustee of the Arnold R. Weber Trust dated July 23, 1992, as amended

Susan Bacharz Guenther  
Notary Public



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

[ATTACH TO DEED OR ABI TO BE RECORDED IN COOK COUNTY, ILLINOIS, IF EXEMPT UNDER PROVISIONS OF SECTION 45 OF THE ILLINOIS REAL ESTATE TRANSFER TAX ACT.]