

# UNOFFICIAL COPY

Doc# 2021047076 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 07/28/2020 10:09 AM Pg: 1 of 7

**PREPARED BY:**

Martin Cohn, Esq.  
Clark Hill PLC  
130 E Randolph Street -- Ste 3900  
Chicago, IL 60601-6317

Dec ID 20200601698627  
ST/CO Stamp 1-181-881-056 ST Tax \$535.00 CO Tax \$267.50

**RETURN TO:**

Bruce K. Shapiro, Esq.  
Law Offices of Bruce K. Shapiro  
555 Skokie Boulevard -- Ste 500  
Northbrook, IL 60062

**SEND SUBSEQUENT TAX BILLS:**

H. Gary Frank and Joyce H. Frank  
2273 Royal Ridge Drive  
Northbrook, IL 60062

**PROPERTY ADDRESS:**

2273 Royal Ridge Drive  
Northbrook, IL 60062

**PROPERTY INDEX NUMBER:**

04-14-301-144-0000

*(This Space for Recorder's Use Only)*

CT 20CSA365137LP

## **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 7<sup>th</sup> day of June, 2020, by and between **Martin L. Fox and Joan M. Fox** as trustees under the provisions of a trust agreement dated September 12, 1997 and known as the **MARTIN L. AND JOAN M. FOX TRUST**, whose address is 2273 Royal Ridge Drive, Northbrook, Illinois 60062 ("Assignor/Grantor"), and **H. GARY FRANK and JOYCE H. FRANK (husband and wife)**, whose address is 1092 Spruce Street, Winnetka, IL 60093 (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, not as joint tenants, not as tenants in common but as TENANTS BY THE ENTIRETY, 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 2, 1997 as Document No. 97818381 provided that such provisions do not interfere with the use and enjoyment of the premises.

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.

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


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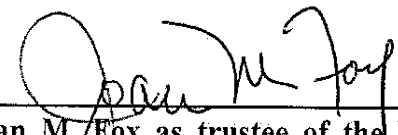
transferable, and any attempted conveyance or assignment of one or more (but less than all) of such interests comprising the Property shall be deemed to be a conveyance and assignment of all interests comprising the Property.

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:

ASSIGNOR/GRANTOR:

  
\_\_\_\_\_  
Martin L. Fox as trustee of the MARTIN L.  
AND JOAN M. FOX TRUST dated  
September 12, 1997

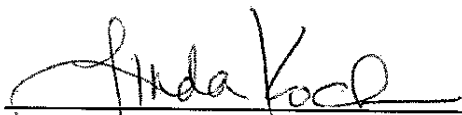
  
\_\_\_\_\_  
Joan M. Fox as trustee of the MARTIN L.  
AND JOAN M. FOX TRUST dated  
September 12, 1997

STATE OF ILLINOIS )  
 )  
 ) SS.  
COUNTY OF DuPage )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Martin L. Fox and Joan M. Fox, personally known to me to be the same persons who executed 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 in their fiduciary capacity as Trustees of the MARTIN L. AND JOAN M. FOX TRUST under agreement dated September 12, 1997, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 7 day of June, 2020.



  
\_\_\_\_\_  
Notary Public

My commission expires: 12-9-23

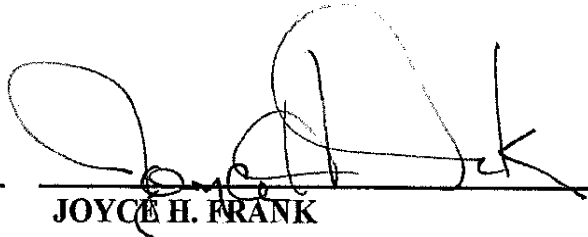
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## ACCEPTANCE AND ASSUMPTION BY ASSIGNEE/GRANTEE

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:

ASSIGNEE/GRANTEE:



H. GARY FRANK

JOYCE H. FRANK

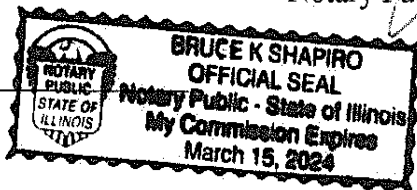
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **H. GARY FRANK** and **JOYCE H. FRANK**, personally known to me to be the same persons who executed 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 notarial seal this 10 day of June, 2020.

  
Notary Public

My commission expires: \_\_\_\_\_



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## 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 ("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 RESPECT SOLELY TO THE BUILDING SITE IDENTIFIED AND LEGALLY DESCRIBED AS FOLLOWS:

#### BUILDING SITE 137

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; THENCE

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SOUTH 81 DEGREES 06 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 236.08 FEET; THENCE NORTH 08 DEGREES 54 MINUTES 00 SECONDS WEST, 53.47 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A RESIDENCE (KNOWN AS 2269 AND 2273 ROYAL, RIDGE DRIVE); THENCE SOUTH 81 DEGREES 06 MINUTES 03 SECONDS WEST, 4.00 FEET FOR A PLACE OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT NINE (9) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 81 DEGREES 06 MINUTES 03 SECONDS WEST 4.00 FEET; 2) NORTH 08 DEGREES 53 MINUTES 57 SECONDS WEST, 2.00 FEET; 3) SOUTH 81 DEGREES 06 MINUTES 03 SECONDS WEST, 15.29 FEET; 4) NORTH 08 DEGREES 53 MINUTES 57 SECONDS WEST, 5.75 FEET; 5) SOUTH 81 DEGREES 06 MINUTES 03 SECONDS WEST, 12.21 FEET; 6) NORTH 08 DEGREES 53 MINUTES 57 SECONDS WEST, 36.92 FEET; 7) NORTH 81 DEGREES 06 MINUTES 03 SECONDS EAST, 8.17 FEET; 8) NORTH 08 DEGREES 53 MINUTES 57 SECONDS WEST, 19.33 FEE; 9) NORTH 81 DEGREES 06 MINUTES 03 SECONDS EAST, 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 TO THE PLACE OF BEGINNING, CONTAINING 1733 SQUARE FEET IN COOK COUNTY, ILLINOIS (THE "BUILDING SITE) BUILDING SITE COMMONLY KNOWN AS 2273 ROYAL RIDGE DRIVE, 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 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.

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## EXHIBIT "B"

### LIMITED COMMON AREA FOR BUILDING SITE 137

THAT PART OF LOT I 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; THENCE SOUTH 81 DEGREES 06 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT I A DISTANCE OF 236.08 FEET; THENCE NORTH 08 DEGREES 54 MINUTES 00 SECONDS WEST, 53.47 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A RESIDENCE (KNOWN AS 2269 AND 2273 ROYAL RIDGE DRIVE); THENCE ALONG A LINE FOLLOWING THE NEXT THREE (3) COURSES AND DISTANCES COINCIDENT WITH EXTERIOR FOUNDATION WALL OF SAID RESIDENCE: 1) SOUTH 81 DEGREES 06 MINUTES 03 SECONDS WEST, 8.00 FEET; 2) NORTH 08 DEGREES 53 MINUTES 57 SECONDS WEST, 2.00 FEET; 3) SOUTH 81 DEGREES 06 MINUTES 03 SECONDS WEST, 9.50 FEET FOR A PLACE OF BEGINNING THENCE SOUTH 08 DEGREES 53 MINUTES 57 SECONDS EAST, 8.25 FEET; THENCE SOUTH 81 DEGREES 06 MINUTES 03 SECONDS WEST, 18.00 FEET; THENCE NORTH 08 DEGREES 53 MINUTES 57 SECONDS WEST, 14.00 FEET TO THE CORNER OF A CONCRETE FOUNDATION OF SAID RESIDENCE; THENCE ALONG A LINE FOLLOWING THE NEXT TWO (2) COURSES AND DISTANCES COINCIDENT WITH EXTERIOR FOUNDATION WALL OF SAID RESIDENCE, 1) NORTH 81 DEGREES 06 MINUTES 03 SECONDS EAST, 12.21 FEET; 2) SOUTH 08 DEGREES 53 MINUTES 57 SECONDS EAST, 5.76 FEET, THENCE NORTH 81 DEGREES 06 MINUTES 03 SECONDS EAST, 5.79 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.