

# UNOFFICIAL COPY

Doc#: 2028262057 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 10/08/2020 11:55 AM Pg: 1 of 10

410549336 V1

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

# GIT

### MAIL TO:

Daniel E. Fajerstein, Esq.  
500 Skokie Blvd., Suite 100  
Northbrook, Illinois 60062

Dec ID 20200701642681  
ST/CO Stamp 0-598-527-712 ST Tax \$800.00 CO Tax \$400.00

### NAME & ADDRESS OF TAXPAYER:

Gail A. Steinmetz and William C. Steinmetz  
2044 Meadowview Court  
Northbrook, Illinois 60062

This Partial Assignment and Assumption of Ground Lease and Warranty Deed (this "Agreement") is made as of July ~~23~~, 2020 by and between **James D. Romano as Trustee under the James D. Romano Declaration of Trust dated May 23, 2002, Kathryn R. Mayer as Trustee under the Kathryn R. Mayer Declaration of Trust dated October 16, 2001 and Joseph R.V. Romano as Trustee under the Joseph R.V. Romano Declaration of Trust dated June 30, 2005**, each as to a 1/3 undivided interest as tenants in common (herein collectively referred to as "Grantor") and **William C. Steinmetz and Gail A. Steinmetz, husband and wife, of 649 Glendale Drive, Glenview, Illinois 60025** (herein referred to collectively as "Grantee"),

Grantor for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, and other good and valuable consideration, receipt of which is hereby duly acknowledged, Conveys, Warrants and Assigns unto Grantee, husband and wife, not as Tenants in Common, not as Joint Tenants, not as Tenant by the Entirety, all of their right, title and interest in and to the following described real estate in the County of Cook and State of Illinois, to-wit:

Legally described on Exhibit A attached hereto and made a part hereof (collectively, the "Property")

Subject to: Declaration of Covenants, Conditions and Restrictions ("Declaration") and all amendments; public and utility easements including any easements established by or implied from the Declaration or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Illinois Common Interest Community Association Act; installments due after the day of closing of general assessments established pursuant to the Declaration; covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the real estate; general real estate taxes not yet due and payable.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, to have and to hold the Property as Tenants by the Entirety forever.


The conveyance and assignment of the Property is not and shall not be deemed to be a conveyance of fee simple title to the land,

Grantee, by its acceptance and execution of this Agreement, hereby expressly agrees to assume all rights and obligations of the Lessee pursuant to the terms of the Ground Lease (as defined in Exhibit A attached

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hereto), with respect to the Property being conveyed and assigned by this Agreement to 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 Grantee and with respect to the Common Area together with all other Unit Owners). The terms "Lessee", "Lessor", "Ground Rent", "Common Area" and "Unit Owners" used in this paragraph shall have the meanings set forth in the Ground Lease. Assignee further agrees that the interests conveyed and assigned by this Agreement as the Property are not and shall not be separately transferrable, 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, the Grantor aforesaid has executed this Partial Assignment and Assumption of Ground Lease and Warranty Deed as of the date set forth above.

  
 \_\_\_\_\_  
 James D. Romano as Trustee under the  
 James D. Romano Declaration of Trust  
 dated May 23, 2002

\_\_\_\_\_  
 Kathryn R. Mayer as Trustee under the  
 Kathryn R. Mayer Declaration of Trust  
 dated October 16, 2001

\_\_\_\_\_  
 Joseph R.V. Romano as Trustee under the  
 Joseph R.V. Romano Declaration of Trust  
 dated June 30, 2005

REAL ESTATE TRANSFER TAX		31-Jul-2020	
		COUNTY:	400.00
		ILLINOIS:	800.00
		TOTAL:	1,200.00
04-14-301-028-0000		2020070164268f	0-598-527-712

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hereto), with respect to the Property being conveyed and assigned by this Agreement to 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 Grantee and with respect to the Common Area together with all other Unit Owners). The terms "Lessee", "Lessor", "Ground Rent", "Common Area" and "Unit Owners" used in this paragraph shall have the meanings set forth in the Ground Lease. Assignee further agrees that the interests conveyed and assigned by this Agreement as the Property are not and shall not be separately transferrable, 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, the Grantor aforesaid has executed this Partial Assignment and Assumption of Ground Lease and Warranty Deed as of the date set forth above.

\_\_\_\_\_  
James D. Romano as Trustee under the  
James D. Romano Declaration of Trust  
dated May 23, 2002

*Kathryn R. Mayer, Trustee*

\_\_\_\_\_  
Kathryn R. Mayer as Trustee under the  
Kathryn R. Mayer Declaration of Trust  
dated October 16, 2001

\_\_\_\_\_  
Joseph R.V. Romano as Trustee under the  
Joseph R.V. Romano Declaration of Trust  
dated June 30, 2005


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hereto), with respect to the Property being conveyed and assigned by this Agreement to 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 Grantee and with respect to the Common Area together with all other Unit Owners). The terms "Lessee", "Lessor", "Ground Rent", "Common Area" and "Unit Owners" used in this paragraph shall have the meanings set forth in the Ground Lease. Assignee further agrees that the interests conveyed and assigned by this Agreement as the Property are not and shall not be separately transferrable, 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, the Grantor aforesaid has executed this Partial Assignment and Assumption of Ground Lease and Warranty Deed as of the date set forth above.

\_\_\_\_\_  
James D. Romano as Trustee under the  
James D. Romano Declaration of Trust  
dated May 23, 2002

\_\_\_\_\_  
Kathryn R. Mayer as Trustee under the  
Kathryn R. Mayer Declaration of Trust  
dated October 16, 2001

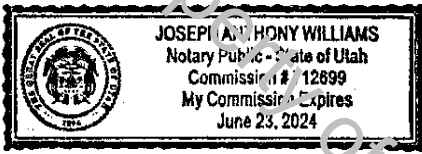
 TTEE  
\_\_\_\_\_  
Joseph R.V. Romano as Trustee under the  
Joseph R.V. Romano Declaration of Trust  
dated June 30, 2005

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State of UTAH )  
County of SALT LAKE )

I, Joseph Williams, a Notary Public in and for said County, in the state aforesaid, do hereby certify that James D. Romano as Trustee under the James D. Romano Declaration of Trust dated May 23, 2002, personally known to me to be the same person whose name is subscribed to the foregoing instrument has executed and delivered the said instrument as his free and voluntary act as said Trustee, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given my hand and notarial seal this 23 day of JULY, 2020.



Joseph Williams  
Notary Public

My commission expires: JUNE 23, 2024

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Kathryn R. Mayer as Trustee under the Kathryn R. Mayer Declaration of Trust dated October 16, 2001, personally known to me to be the same person whose name is subscribed to the foregoing instrument has executed and delivered the said instrument as her free and voluntary act as said Trustee, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

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State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County, in the state aforesaid, do hereby certify that James D. Romano as Trustee under the James D. Romano Declaration of Trust dated May 23, 2002, personally known to me to be the same person whose name is subscribed to the foregoing instrument has executed and delivered the said instrument as his free and voluntary act as said Trustee, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

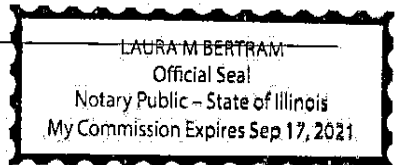
State of Illinois )  
County of Cook )

I, Laura M Bertram, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Kathryn R. Mayer as Trustee under the Kathryn R. Mayer Declaration of Trust dated October 16, 2001, personally known to me to be the same person whose name is subscribed to the foregoing instrument has executed and delivered the said instrument as her free and voluntary act as said Trustee, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given my hand and notarial seal this 22 day of July, 2020.

Laura M Bertram  
Notary Public

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

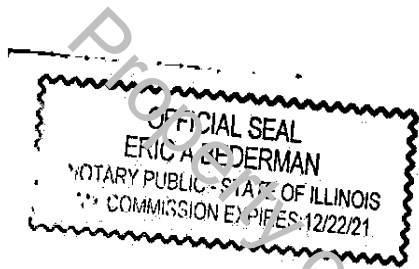


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State of IL )  
County of Cook )

I, Eric Bederman, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Joseph R.V. Romano as Trustee under the Joseph R.V. Romano Declaration of Trust dated June 30, 2005, personally known to me to be the same person whose name is subscribed to the foregoing instrument has executed and delivered the said instrument as his free and voluntary act as said Trustee, for the uses and purposes therein set forth.

Given my hand and notarial seal this 23rd day of July, 2020.



Eric A. Bederman

Notary Public

My commission expires: 12/22/2021

Public of Cook County Clerk's Office

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## ACCEPTANCE AND ASSUMPTION BY GRANTEE

The undersigned, Grantee, hereby accept the assignment of the Property from Grantor and join 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.

William C. Steinmetz  
William C. Steinmetz

Gail A. Steinmetz  
Gail A. Steinmetz

STATE OF Illinois  
County of Cook ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFIES THAT William C. Steinmetz and Gail A. Steinmetz, 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 they signed, sealed and delivered the instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 22nd day of July, 2020.



[Signature]  
Notary Public  
My commission expires on 12-1-22

NAME AND ADDRESS OF PREPARER: Debra B. Yale, Esq., 630 Dundee Road, Suite 220,  
Northbrook, Illinois 60062.



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## EXHIBIT A LEGAL DESCRIPTION

### PARCEL 1:

AN UNDIVIDED 1/151 INTEREST IN 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.

### BUILDING SITE 21

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 1652.52 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 889.04 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION OF A RESIDENCE (KNOWN AS 2044 MEADOWVIEW COURT) FOR A PLACE OF BEGINNING; THENCE FOLLOWING THE NEXT NINETEEN (19) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE: 1) SOUTH 51 DEGREES 18 MINUTES 29 SECONDS WEST, 23.56 FEET; 2) NORTH 38 DEGREES 41 MINUTES 31 SECONDS WEST, 22.55 FEET; 3) SOUTH 51 DEGREES 18 MINUTES 29 SECONDS WEST, 20.02 FEET; 4) SOUTH 38 DEGREES 41 MINUTES 31 SECONDS EAST, 2.00 FEET; 5) SOUTH 51 DEGREES 18 MINUTES 29 SECONDS WEST, 12.17 FEET; 6) NORTH 38 DEGREES 41 MINUTES 31 SECONDS WEST, 10.66 FEET; 7) SOUTH 51 DEGREES 18 MINUTES 29 SECONDS WEST, 2.67 FEET; 8) NORTH 38 DEGREES 41 MINUTES 31 SECONDS WEST, 15.83 FEET; 9) NORTH 51 DEGREES 18 MINUTES 29 SECONDS EAST, 2.67 FEET; 10) NORTH 38 DEGREES 41 MINUTES 31 SECONDS WEST, 23.02 FEET; 11) NORTH 51 DEGREES 18 MINUTES 29 SECONDS EAST, 20.00 FEET; 12) SOUTH 38 DEGREES 41 MINUTES 31 SECONDS EAST, 8.00 FEET; 13) NORTH 51 DEGREES 18 MINUTES 29 SECONDS EAST, 5.00 FEET; 14) SOUTH 38 DEGREES 41 MINUTES 31 SECONDS EAST, 1.83 FEET; 15) NORTH 51 DEGREES 18 MINUTES 29 SECONDS EAST, 14.62 FEET; 16) SOUTH 83 DEGREES 41 MINUTES 31 SECONDS EAST, 8.27 FEET; 17) SOUTH 38 DEGREES 41 MINUTES 31 SECONDS EAST, 5.62 FEET; 18) NORTH 51 DEGREES 18 MINUTES 29 SECONDS EAST, 11.17 FEET; 19) SOUTH 38 DEGREES 41 MINUTES 31 SECONDS EAST, 48.77 FEET TO THE PLACE OF BEGINNING, CONTAINING 2793 SQUARE FEET, IN COOK COUNTY, ILLINOIS (THE "BUILDING SITE") COMMONLY KNOWN AS 2044 MEADOWVIEW COURT, NORTHBROOK, ILLINOIS 60062.

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## 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.

## LIMITED COMMON AREA FOR BUILDING SITE 21

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 1652.52 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 889.04 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION OF A RESIDENCE (KNOWN AS 2044 MEADOWVIEW COURT); THENCE NORTH 38 DEGREES 41 MINUTES 31 SECONDS WEST ALONG AN EXTERIOR FOUNDATION WALL OF SAID RESIDENCE, 48.77 FEET FOR A PLACE OF BEGINNING; THENCE FOLLOWING THE NEXT SEVEN (7) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 51 DEGREES 18 MINUTES 29 SECONDS WEST, 11.17 FEET; 2) NORTH 38 DEGREES 41 MINUTES 31 SECONDS WEST, 5.62 FEET; 3) NORTH 81 DEGREES 41 MINUTES 31 SECONDS WEST, 8.27 FEET; 4) SOUTH 51 DEGREES 18 MINUTES 29 SECONDS WEST, 14.62 FEET; 5) NORTH 38 DEGREES 41 MINUTES 31 SECONDS WEST, 1.83 FEET; 6) SOUTH 51 DEGREES 18 MINUTES 29 SECONDS WEST, 5.00 FEET; 7) NORTH 38 DEGREES 41 MINUTES 31 SECONDS WEST, 8.00 FEET; THENCE NORTH 51 DEGREES 18 MINUTES 29 SECONDS EAST, 36.64 FEET; THENCE SOUTH 38 DEGREES 41 MINUTES 31 SECONDS EAST, 21.30 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common Address: 2044 Meadowview Court, Northbrook, Illinois 60062

Real Estate Tax Permanent Index No.: 04-14-301-028-0000; 04-14-301-163-0000