

# UNOFFICIAL COPY

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Edward M. Moody  
Cook County Recorder of Deeds  
Date: 10/13/2020 01:13 PM Pg: 1 of 7

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Dec ID 20200801658286

ST/CO Stamp 0-905-152-992 ST Tax \$700.00 CO Tax \$350.00

CT

PREPARED BY:

DANIEL E. FAJERSTEIN 513 CHICAGO AVENUE  
EVANSTON, ILLINOIS  
60202

AFTER RECORDING, RETURN TO:

MICHAEL GRABILL, ESQ.  
707 SKOKIE BOULEVARD, SUITE 420  
NORTHBROOK, ILLINOIS  
60062

## **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 17 day of August, 2020, by and between WYNDANCE, LLC, whose address is 2010 Royal Fern Court, Palm City, Florida 34990 ("Assignor/Grantor"), pursuant to the power and authority of the Grantor and of every other power and authority, the Grantor, hereunto enabled, hereby conveys and warrants to GRANTEE, JEFFREY S. BROOKS and MARILYN J. BROOKS, as Co-Trustees of the Jeffrey S. and Marilyn J. Brooks Living Trust dated January 27, 2016, whose address is 428 Cumnor Road, Kenilworth, Illinois 60043 (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,

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**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").**

**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**

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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.

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:**

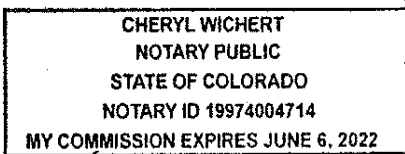
**WYNDANCE, LLC**

*Marilyn H. Seltzer*  
BY: Marilyn H. Seltzer, Manager

STATE OF Colorado )  
COUNTY OF Pitkin )  
SS. )

I, Cheryl Wichert, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that MARILYN H. SELTZER, as Manager of Wyndance, LLC, 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 11<sup>th</sup> day of August, 2020.



*Cheryl Wichert*  
Notary Public

My Commission expires: 6/6/2022

Send subsequent tax bills to: **Jeffrey S. Brooks and Marilyn J. Brooks, as Co-Trustees**  
**2213 Wyndance Way**  
**Northbrook, Illinois 60062**

Permanent Index Number: **04-14-301-129-0000**  
Property Commonly Known as **2213 Wyndance Way, 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.

*Co-Trustee*  
*Jeffrey S. Brooks* *By Mill Gabb*  
*Attorney-in-Fact*

**JEFFREY S. BROOKS, as Co-Trustee of the Jeffrey S. and Marilyn J. Brooks Living Trust dated January 27, 2016**

*Marilyn J. Brooks, as Co-Trustee,*  
*By Mill Gabb, Attorney-in-Fact*

**MARILYN J. BROOKS, as Co-Trustee of the Jeffrey S. and Marilyn J. Brooks Living Trust, dated January 27, 2016**

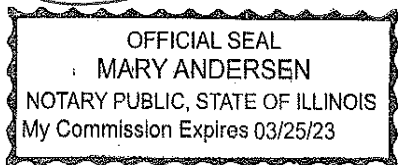
STATE OF IL )  
                          ) )  
COUNTY OF COOK ) )

I, MARY ANDERSEN, a notary public, in and for the County and State aforesaid, DO HEREBY CERTIFY that **JEFFREY S. BROOKS** and **MARILYN J. BROOKS**, as Co-Trustees of the Jeffrey S. and Marilyn J. Brooks Living Trust dated January 27, 2016, personally known to me to be the same person(s) whose name(s) is/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 17 day of August, 2020.

*Mary Andersen*  
\_\_\_\_\_  
Notary Public

My Commission Expires:



NO

**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 3, 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 122**

**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 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 571.83 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 187 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A RESIDENCE (KNOWN**

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AS 2213 WYNDANCE WAY) 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) NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST, 11.64 FEET; 2) SOUTH 1 DEGREES 04 MINUTES 54 SECONDS WEST, 3.00 FEET; 3) NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST, 3.33 FEET; 4) NORTH 1 DEGREES 04 MINUTES 54 SECONDS EAST, 3.00 FEET; 5) NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST, 6.83 FEET; 6) SOUTH 1 DEGREES 04 MINUTES 54 SECONDS WEST, 3.00 FEET; 7) NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 3.33 FEET; 8) NORTH 1 DEGREES 04 MINUTES 54 SECONDS EAST, 3.00 FEET; 9) NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST, 3.29 FEET; 10) SOUTH 1 DEGREES 04 MINUTES 54 SECONDS WEST, 11.67 FEET; 11) NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST, 22.00 FEET; 12) NORTH 1 DEGREES 04 MINUTES 54 SECONDS EAST, 59.00 FEET; 13) SOUTH 88 DEGREES 55 MINUTES 06 SECONDS EAST, 12.33 FEET; 14) NORTH 1 DEGREES 04 MINUTES 54 SECONDS EAST, 1.67 FEET; 15) SOUTH 88 DEGREES 55 MINUTES 06 SECONDS EAST, 23.87 FEET; 16) SOUTH 1 DEGREES 04 MINUTES 54 SECONDS WEST, 1.67 FEET; 17) SOUTH 88 DEGREES 55 MINUTES 06 SECONDS EAST, 14.21 FEET; 18) SOUTH 1 DEGREES 04 MINUTES 54 SECONDS WEST, 47.33 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS (THE "BUILDING SITE", BUILDING SITE COMMONLY KNOWN AS 2213 WYNDANCE WAY, NORTHBROOK, ILLINOIS)

## 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.

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## EXHIBIT "B"

### LIMITED COMMON AREA FOR BUILDING SITE 122

THAT PART OF LOT 1 IN THE PLANNED UNIT DEVELOPMENT OF 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 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 DEGREE 04 MINUTES 54 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 571.83 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 187.02 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A RESIDENCE; THENCE NORTH 1 DEGREE 04 MINUTES 54 SECONDS EAST, 47.33 FEET FOR A PLACE OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT 4 COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST, 14.21 FEET; 2) NORTH 1 DEGREE 04 MINUTES 54 SECONDS EAST, 1.67 FEET; 3) NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST, 23.87 FEET; 4) SOUTH 1 DEGREE 04 MINUTES 54 SECONDS WEST, 1.67 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST, 12.33 FEET; THENCE NORTH 1 DEGREE 04 MINUTES 54 SECONDS EAST, 10.0 FEET; THENCE SOUTH 88 DEGREES 55 MINUTES 06 SECONDS EAST, 50.42 FEET; THENCE SOUTH 1 DEGREE 04 MINUTES 54 SECONDS WEST, 10.0 FEET; TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.