

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Clerk  
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**Document Prepared By:**

Scott A. Weinstein  
Field and Goldberg, LLC  
10 South LaSalle Street, #2910  
Chicago, Illinois 60603

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ST/CO Stamp 0-899-428-496 ST Tax \$950.00 CO Tax \$475.00

**After Recording Return To:**

Randall J. Boyer  
Zucker & Boyer, Ltd.  
3223 Lake Avenue, #15C-303  
Wilmette, Illinois 60091

mail to bill to:  
Karen Herbster  
2020 Royal Ridge  
Northbrook, IL 60062

**PARTIAL ASSIGNMENT AND ASSUMPTION OF GROUND LEASE  
AND TRUSTEE'S DEED**

This Partial Assignment and Assumption of Ground Lease and Trustee's Deed (this "Agreement") is made as of this 1<sup>st</sup> day of October, 2021 by and between Burton J. Field, Trustee of the Renee P. Field Revocable Trust dated May 4, 2005, of the Village of Northbrook and State of Illinois ("Assignor/Grantor"), and Karen A. Herbster as Trustee of the Karen A. Herbster Revocable Trust Agreement dated September 5, 2005, of 2550 W. Lakeview, #S-2703, Chicago, Illinois ("Assignee/Grantee").

Assignor/Grantor for and in consideration of the sum of **TEN (\$10.00) DOLLARS**, and other good and valuable consideration in hand paid by Assignee/Grantee, receipt of which is hereby acknowledged, and in pursuance of the power and authority vested in the Assignor/Grantor as said trustee and of every other power and authority the Assignor/Grantor hereunto enabling, does hereby convey and quitclaim unto the Assignee/Grantee, not as joint tenants or tenants in common, but as **TENANTS BY THE ENTIRETY**, the following described real estate situated in the County of Cook and the 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 "A" 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 and 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).

21020987NC  
Karens  
10/4/21

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**TO HAVE AND TO HOLD**, the Property, with the appurtenances, unto Assignee/Grantee. **Subject To:** (1) the Ground Lease, including all amendments and exhibits; (2) the Declaration, including all amendments and exhibits; (3) covenants, conditions, and restrictions of record, including without limitation, those set forth on the Final Subdivision Plat and Final Planned Unit Development Plat of Royal Ridge record with the Office of the Recorder of Deeds of Cook County, Illinois on November 3, 1997 as Document 97818381 provided that such provisions will not materially affect the use of the premises so long as they do not interfere with the use of the Property as a residence; (4) building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the Property; (5) general real estate taxes for the year 2021 and subsequent years.

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 3.1E of the Ground Lease, 1/151 of the Ground Rent due to Lessor under the Ground Lease and to perform all 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 interest 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.

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IN WITNESS WHEREOF, the GRANTOR as Trustee as aforesaid, hereunto sets his hand and seal the day and year first above written.

Assignor / Grantor  
*Burton J. Field*

**Burton J. Field, Trustee aforesaid**

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 Burton J. Field, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28th day of September, 2021.

*JL*  
\_\_\_\_\_  
Notary Public

My Commission Expires: 10/16/22



Property of Cook County Clerk's Office

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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.

Karen A. Herbster

**Karen Herbster as Trustee of the  
Karen A. Herbster Revocable Trust  
Agreement dated September 5, 2005**

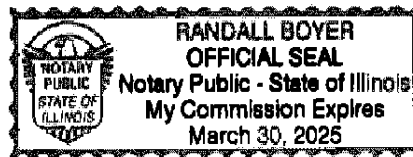
STATE OF ILLINOIS )  
COUNTY OF Cook ) SS

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Karen Herbster as Trustee of the Karen A. Herbster Revocable Trust Agreement dated September 5, 2005, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29 day of September, 2021.

[Signature]  
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 17

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 1796.32 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 643.15 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A RESIDENCE (KNOWN AS 2020 ROYAL RIDGE DRIVE), FOR A PLACE OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT EIGHTEEN (18) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION

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WALL OF SAID RESIDENCE; 1) SOUTH 56 DEGREES 06 MINUTES 37 SECONDS WEST, 23.56 FEET; 2) NORTH 33 DEGREES 53 MINUTES 23 SECONDS WEST, 22.56 FEET; 3) SOUTH 56 DEGREES 06 MINUTES 37 SECONDS WEST, 20.92 FEET; 4) SOUTH 33 DEGREES 53 MINUTES 23 SECONDS EAST, 2.00 FEET; 5) SOUTH 56 DEGREES 06 MINUTES 37 SECONDS WEST, 12.17 FEET; 6) NORTH 33 DEGREES 53 MINUTES 23 SECONDS WEST, 10.66 FEET; 7) SOUTH 56 DEGREES 06 MINUTES 37 SECONDS WEST, 2.67 FEET; 8) NORTH 33 DEGREES 53 MINUTES 23 SECONDS WEST, 15.83 FEET; 9) NORTH 56 DEGREES 06 MINUTES 37 SECONDS EAST, 2.67 FEET; 10) NORTH 33 DEGREES 53 MINUTES 23 SECONDS WEST, 23.02 FEET; 11) NORTH 56 DEGREES 06 MINUTES 37 SECONDS EAST, 20.00 FEET; 12) SOUTH 33 DEGREES 53 MINUTES 23 SECONDS EAST, 8.00 FEET; 13) NORTH 56 DEGREES 06 MINUTES 37 SECONDS EAST, 5.00 FEET; 14) SOUTH 33 DEGREES 53 MINUTES 23 SECONDS EAST, 1.83 FEET; 15) NORTH 56 DEGREES 06 MINUTES 37 SECONDS EAST, 14.62 FEET; 16) SOUTH 78 DEGREES 53 MINUTES 23 SECONDS EAST, 8.27 FEET; 17) SOUTH 33 DEGREES 53 MINUTES 23 SECONDS EAST, 5.62 FEET; 18) NORTH 56 DEGREES 06 MINUTES 37 SECONDS EAST, 11.17 FEET; THENCE SOUTH 33 DEGREES 53 MINUTES 23 SECONDS EAST, 48.67 FEET TO THE PLACE OF BEGINNING, CONTAINING 2793 SQUARE FEET, IN COOK COUNTY, ILLINOIS (THE "BUILDING SITE") COMMONLY KNOWN AS 2020 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.

PIN: 04-14-301-024-0000

04-14-301-160-0000

Address: 2020 Royal Ridge, Northbrook, IL 60062