

UNOFFICIAL COPY

Doc# 2211007256 Fee: \$98.00

Karen A. Yarbrough

Cook County Clerk

Date: 04/20/2022 01:19 PM Pg: 1 of 11

Dec ID 20220401684833

ST/CO Stamp 0-219-233-168 ST Tax \$1,100.00 CO Tax \$550.00

This space reserved for Recorder's use only.

1/1 22657042407312

PREPARED BY:

DANIEL E. FAJERSTEIN
513 CHICAGO AVENUE
EVANSTON, ILLINOIS
60202

AFTER RECORDING, RETURN TO:

MORTON RUBIN, ESQ.
3330 DUNDEE ROAD, SUITE C-4
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 11th day of April, 2022, by and between **VERONICA SHEDD**, whose address is 1527 Shire Circle, Inverness, Illinois 60067, **STANLEY J. BANAS**, whose address is 224 Brampton Lane, Lake Forest, Illinois 60045, **ANDREA BAUER**, whose address is 1320 Lyra Lane, Arlington, Texas 76013, **MICHAEL F. BANAS**, whose address is 11 Straight Creek Court, Trophy Club, Texas 76262, **JAMES G. BANAS**, whose address is 7341 East Mark Lane, Scottsdale, Arizona 85266 and **MARY B. HESS**, whose address is 1500 Harlan Lane, Lake Forest, Illinois 60045 ("Assignor/Grantor"), who hereby conveys and warrants to **GRANTEE, LINDA B. TOOPS**, whose address is 1314 Ridge Avenue, Unit 2, Evanston, Illinois 60201 (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,

** as Trustee of Grandpa's Favorites Trust dated April 14, 2022*

UNOFFICIAL COPY

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 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 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

UNOFFICIAL COPY

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:


VERONICA SHEDD

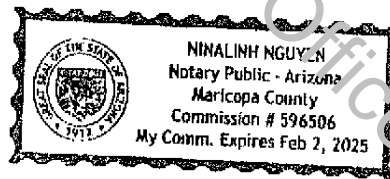
STATE OF Arizona)
) SS.
 COUNTY OF Maricopa)

I, NINA LINH NGUYEN, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that **VERONICA SHEDD**, 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 11TH day of April, 2022

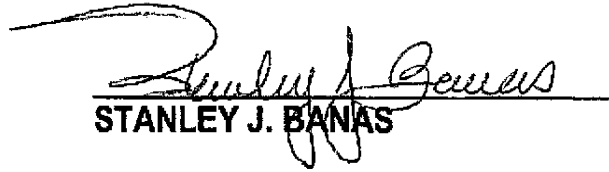

 Notary Public

My Commission expires: Feb 2, 2025



UNOFFICIAL COPY

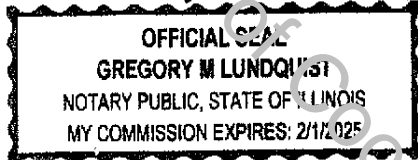
ASSIGNOR/GRANTOR:

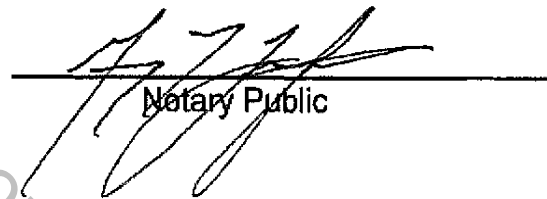

 STANLEY J. BANAS

STATE OF ILLINOIS)
) SS.
 COUNTY OF Winnebago)

I, Gregory M. Lundquist, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that **STANLEY J. BANAS**, 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 12th day of April, 2022




 Notary Public

My Commission expires:

4/13/22, 11:59 AM

UNOFFICIAL COPY

Bess, Ashley (CCB, USA) - Outlook Web App

ASSIGNOR/GRANTOR:

Andrea Bauer
ANDREA BAUER

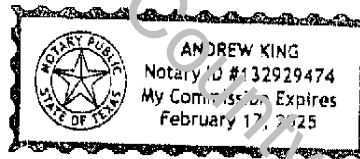
STATE OF Texas)
) SS.
 COUNTY OF Tarrant)

Andrew King, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that **ANDREA BAUER**, 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 13th day of April, 2022

Andrew King
 Notary Public

My Commission expires:

2/17/2025

UNOFFICIAL COPY

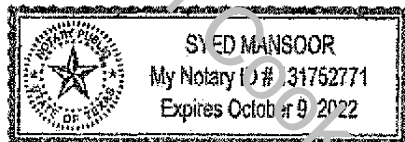
ASSIGNOR/GRANTOR:

Michael F. Banas
 MICHAEL F. BANAS

STATE OF TX)
) SS.
 COUNTY OF Tarrant)

I, Syed Mansoor, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that MICHAEL F. BANAS, 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 15 day of April, 2022



[Signature]
 Notary Public

My Commission expires: 10-09-2022

UNOFFICIAL COPY

ASSIGNOR/GRANTOR:


JAMES G. BANAS

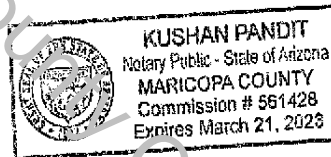
STATE OF Arizona)
) SS.
COUNTY OF Maricopa)

I, Kushan Pandit, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that **JAMES G. BANAS**, 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 11th day of April, 2022


Notary Public

My Commission expires: 03/21/2023



UNOFFICIAL COPY

ASSIGNOR/GRANTOR:

M. B. Hess
MARY B. HESS

STATE OF IL)
COUNTY OF LAKE) SS.

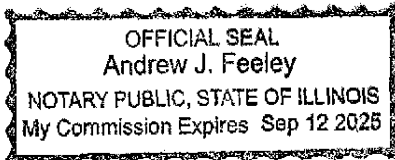
I, Andrew J. Feeley, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that **MARY B. HESS**, appeared before me this day in person and acknowledged that he/she/they signed and delivered the instrument as his/her/their free and voluntary act for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 14 day of Apr, 2022

Andrew J. Feeley
Notary Public

My Commission expires:

Sep 12, 2025



UNOFFICIAL COPY

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.



**LINDA B. TOOPS, as Trustee of
GRANDPA'S FAVORITES TRUST dated
April 14, 2022**

STATE OF IL)

COUNTY OF Cook) (SS)

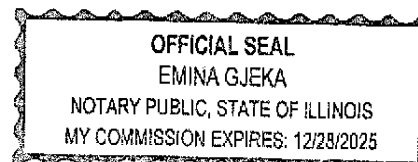
I, Emine Gjeke, a notary public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Linda B. Toops as Trustee of GRANDPA'S FAVORITES TRUST dated April 14, 2022, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before 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 18 day of April 2022
2021.



Notary Public

My Commission Expires: 12/28/25



UNOFFICIAL COPY

LEGAL DESCRIPTION

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 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, 1 NORTHBROOK, ILLINOIS.

EACH WITH THE RESPECT SOLELY TO THE BUILDING SITE IDENTIFIED AND LEGALLY DESCRIBED AS FOLLOWS:

BUILDING SITE 1

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 1901.47 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST

UNOFFICIAL COPY

292.50 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A RESIDENCE (KNOWN AS 801 COUNTRY CLUB LANE), FOR A PLACE OF BEGINNING; THENCE FOLLOWING THE NEXT NINETEEN (19) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) NORTH 73 DEGREES 55 MINUTES 06 SECONDS WEST 11.17 FEET; 2) SOUTH 16 DEGREES 04 MINUTES 54 SECONDS WEST 5.62 FEET; 3) SOUTH 61 DEGREES 04 MINUTES 54 SECONDS WEST, 8.27 FEET; 4) NORTH 73 DEGREES 55 MINUTES 06 SECONDS WEST, 14.62 FEET; 5) SOUTH 16 DEGREES 04 MINUTES 54 SECONDS WEST, 1.83 FEET; 6) NORTH 73 DEGREES 55 MINUTES 06 SECONDS WEST, 5.00 FEET; 7) SOUTH 16 DEGREES 04 MINUTES 54 SECONDS WEST, 8.00 FEET; 8) NORTH 73 DEGREES 55 MINUTES 06 SECONDS WEST, 20.00 FEET; 9) NORTH 16 DEGREES 04 MINUTES 54 SECONDS EAST, 23.02 FEET, 10) NORTH 73 DEGREES 55 MINUTES 06 SECONDS WEST, 2.67 FEET; 11) NORTH 16 DEGREES 04 MINUTES 54 SECONDS EAST, 15.83 FEET; 12) SOUTH 73 DEGREES 55 MINUTES 06 SECONDS EAST, 2.67 FEET; 13) NORTH 16 DEGREES 04 MINUTES 54 SECONDS EAST, 10.66 FEET; 14) SOUTH 73 DEGREES 55 MINUTES 06 SECONDS EAST 12.17 FEET; 15) SOUTH 16 DEGREES 04 MINUTES 54 SECONDS WEST, 2.00 FEET; 16) SOUTH 73 DEGREES 55 MINUTES 06 SECONDS EAST, 20.92 FEET; 17) NORTH 16 DEGREES 04 MINUTES 54 SECONDS EAST, 22.56 FEET; 18) SOUTH 73 DEGREES 55 MINUTES 06 SECONDS EAST, 23.55 FEET; 19) SOUTH 16 DEGREES 04 MINUTES 54 SECONDS WEST, 48.77 FEET TO THE PLACE OF BEGINNING, CONTAINING 2793 SQUARE FEET, IN COOK COUNTY, ILLINOIS (THE "BUILDING SITE") BUILDING SITE COMMONLY KNOWN AS 801 COUNTRY CLUB LANE, NORTHBROOK, ILLINOIS 60062

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

Property Address: 801 Country Club Ln, Northfield, IL 60062