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MAIL TO:

Mr. Justin L. Jay
Drost Kivlahan McMahon & O'Connor LLC
11 S. Dunton Ave.
Arlington Heights, IL 60005



Doc# 2224913089 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 09/06/2022 02:26 PM PG: 1 OF 10

NAME/ADDRESS OF TAXPAYER:

Daniel Duncan and
Mary Kay Duncan
2123 Claridge Ln.
Northbrook, IL 60062

RECORDER'S STAMP

ADDRESS: 2123 Claridge Ln., Northbrook, IL 60062

PERMANENT INDEX NUMBER: 04-14-301-071-0000

**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 30th day of August, 2022, by and between **ROBERT WEST, AS TRUSTEE OF THE ROBERT WEST DECLARATION OF TRUST DATED SEPTEMBER 11, 1996**, whose address is 2123 Claridge Ln., Northbrook, IL 60062 ("Assignor/Grantor"), and **DANIEL DUNCAN AND MARY KAY DUNCAN**, husband and wife, as tenants by the entirety, of 1130 Lismore Dr., Des Plaines, IL 60016 ("Assignee/Grantee").

Assignor/Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in had paid by Assignee/Grantee, the receipt of which is hereby acknowledged, by these presents does hereby CONVEY, WARRANT, 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 "Property").

Together with all and singular the 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 Unit, with the hereditaments and appurtenances (but excluding fee simple title to the land):

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TO HAVE AND TO HOLD, the Property, with the appurtenances, unto Assignee/Grantee.



Assignor/Grantor, for itself and its successors, does covenant, promise and agree to and with Assignee/Grantee and their 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:

PERMITTED EXCEPTIONS SET FORTH ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

The conveyance of the Property is not (and shall not be deemed to be) a conveyance of fee simple title to the land.

Assignee/Grantee, by acceptance and execution of this Agreement, hereby expressly agree to assume 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 (including the obligation to pay in accordance with the Ground Lease, all Ground Rent, Taxes and other amounts 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 Elements in common with all of the other Unit Owners). The terms "Lessor", "Lessee", "Ground Rent", and "Unit Owners" as used in this paragraph shall have the respective meanings ascribed to such terms 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.

SIGNATURE ON FOLLOWING PAGE

REAL ESTATE TRANSFER TAX		01-Sep-2022
		COUNTY: 328.50
		ILLINOIS: 657.00
		TOTAL: 985.50
04-14-301-071-0000		20220701670810 0-095-984-208

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IN WITNESS WHEREOF, Assignor/Grantor has caused this Agreement to be executed as of the date and year first above written.

ASSIGNOR/GRANTOR:

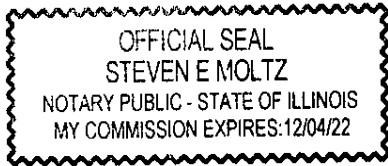
(Seal)

**ROBERT WEST, AS TRUSTEE OF THE
ROBERT WEST DECLARATION OF
TRUST DATED SEPTEMBER 11, 1996**

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 **ROBERT WEST, AS TRUSTEE OF THE ROBERT WEST DECLARATION OF TRUST DATED SEPTEMBER 11, 1996**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 30th day of August, 2022.



NOTARY PUBLIC

My commission expires: _____

THIS INSTRUMENT PREPARED BY:

Steven E. Moltz
PALMISANO & MOLTZ
19 S. LaSalle St., Suite 900
Chicago, IL 60603

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ACCEPTANCE AND ASSUMPTION BY ASSIGNEE/GRANTEE

The undersigned, Assignee/Grantee, hereby accepts the conveyance of the Property from Assignor/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.

ASSIGNEE/GRANTEE:



DANIEL DUNCAN




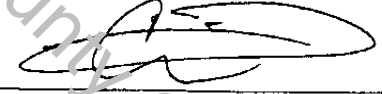
MARY KAY DUNCAN

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 DANIEL DUNCAN AND MARY KAY DUNCAN, husband and wife, 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 said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 20 day of August, 2022.

 OFFICIAL SEAL
CAITLYN JOHNSON
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Apr. 3, 2023



Notary Public

My commission expires: 4/30/2023

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EXHIBIT "A"

to

PARTIAL ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND WARRANTY DEED

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 TECHNYPARCEL E-1 LOCATED ON THE EAST SIDE OF WAUKEGAN ROAD, SOUTH OF TECHNYPARCEL E-1, IN NORTHBROOK, ILLINOIS. EACH WITH THE RESPECT SOLELY TO THE BUILDING SITE IDENTIFIED AND LEGALLY DESCRIBED AS FOLLOWS:

BUILDING SITE 64 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 1048.24 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 1021.97 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A RESIDENCE (KNOWN AS 2123 CLARIDGE LAND) FOR A PLACE OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT THREE COURSES AND DISTANCES COINCIDENT WITH THE

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EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) NORTH 31 DEGREES 35 MINUTES 10 SECONDS WEST 8.17 FEET;

2) SOUTH 58 DEGREES 24 MINUTES 50 SECONDS WEST 19.33 FEET;

3) NORTH 31 DEGREES 35 MINUTES 10 SECONDS WEST 23.34 FEET TO THE CENTERLINE OF A PARTY WALL; THENCE NORTH 58 DEGREES 24 MINUTES 50 SECONDS EAST ALONG THE CENTERLINE OF THE PARTY WALL FOR 64.00 FEET; THENCE ALONG A LINE FOLLOWING THE NEXT FIVE COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE;

1) 31 DEGREES 35 MINUTES 10 SECONDS EAST 4.00 FEET;

2) SOUTH 58 DEGREES 24 MINUTES 50 SECONDS WEST 2.00 FEET;

3) SOUTH 31 DEGREES 35 MINUTES 10 SECONDS EAST 15.29 FEET;

4) SOUTH 58 DEGREES 24 MINUTES 50 SECONDS WEST 5.75 FEET;

5) SOUTH 31 DEGREES 35 MINUTES 10 SECONDS EAST 12.21 FEET; THENCE SOUTH 58 DEGREES 24 MINUTES 50 SECONDS WEST 36.92 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS (THE "BUILDING SITE") BUILDING SITE COMMONLY KNOWN AS 2123 CLARIDGE LANE, 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 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON NOVEMBER 3, 1997 AS DOCUMENT 98720006 (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.

Property Index Number: 04-14-301-071-0000

Common Address: 2123 Claridge Ln.
Northbrook, IL 60062

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EXHIBIT "B"

to

PARTIAL ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND WARRANTY DEED

PERMITTED EXCEPTIONS

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; and general real estate taxes not due and payable at the time of Closing;

AH 18. Rights of the owner of the underlying Land in the improvements described in Schedule A as set forth in the instrument recorded as document 96927871, which rights, together with those of current lessee comprise fee simple title to said improvements.

First Amendment to Ground Lease recorded as Document No. 97141059.

Ground Lease Assignment and Assumption Agreement by and between Chicago Title Land Trust Company as Trustee under a Trust Agreement dated April 29, 1991 and known as Trust No. 94707 and Parcel E-1 LLC, recorded May 22, 2014 as Document No. 1414235201.

AI 19. Rights of the owner of the underlying Land to the improvements at the end of the term of the lease described in Schedule A.

B 20. Terms, provisions, and conditions relating to the easement described as Parcel 3 contained in the instrument creating said easement.

Rights of the adjoining owner or owners to the concurrent use of said easement.

C 21. Terms, agreements, provisions, conditions and limitations contained in the lease described in Schedule A.

E 22. Terms, provisions, conditions and limitations of the ordinance establishing property shares for district benefits provided by the Lee-grant Water Feeder Main Ordinance No. 80-35 recorded September 17, 1980 as Document No. 25587903.

F 23. Terms, easements and conditions contained in the annexation agreement dated December 15, 1988 and recorded December 16, 1988 as document number 88581079 made by and between the Village of Northbrook and Society of the divine word.

First Amendment thereof recorded March 27, 1991 as document number 91137573.

Second Amendment Thereof recorded as document number 93916442.

Transferee Assumption Agreement Between Society of the divine word, Rkz Venture Group, L.L.C. ("Developer") and Village of Northbrook recorded March 4, 1997 as document number 97147626 wherein developer agrees that it Will comply with applicable terms, etc. Of said annexation agreement.

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Note: Subject to revision.

G 24. Terms, conditions, etc. of the development agreement dated November 22, 1996 between Society of the Divine Word and Rkz Venture Group, L.L.C. as disclosed of record by the memorandum thereof recorded December 9, 1996 as document number 96927872 and re-recorded December 11, 1996 as document number 96935204.

Note: Provides that upon the final completion of the project, the parties shall execute a document in recordable form terminating said agreement, which document shall be recorded.

25. Statement on the Plat of Subdivision recorded November 3, 1997 as Document No. 97818381:

"Note: Lot 1 shall have one direct access to Illinois Route 43 (Waukegan Road) known as Royal Ridge Drive. No access to Illinois Route 43 (Waukegan Road) will be permitted from any individual unit of this Subdivision."

J 26. 35 foot building setback line located along the entirety of the perimeter of Lot 1, as shown on the Plat of Subdivision recorded November 3, 1997 as Document No. 97818831.

K 27. Easement in favor of Northern Illinois Gas Company to install, maintain, etc. Its facilities in those parts marked "Easement", "Public Utility Easement" and "Easement for Private Roadway" on the Plat of Subdivision recorded November 3, 1997 as Document No. 97818381.

Note: See said Plat for particulars as to the terms, location and extent of said easement.

L 28. Easement in favor of Commonwealth Edison Company, Illinois Bell Telephone Company (Ameritech) and Tci Cable Television Company to install, maintain, etc. their facilities in those parts marked "Public Utility Easement" on the Plat of Subdivision recorded November 3, 1997 as Document No. 97818381.

Note: See said Plat for particulars as to the terms, location and extent of said easement.

M 29. Easement in favor of the Village of Northbrook to install, repair, etc. Water and sanitary sewer facilities in those parts marked "Village Easement" on the Plat of Subdivision recorded November 3, 1997 as Document No. 97818381.

Note: See said Plat for particulars as to the terms, location and extent of said easement.

N 30. Storm water easement provisions in favor of the Village of Northbrook relating to maintaining, etc.

Facilities for the retention, detention or movement of storm water flowing onto or from the Land as set forth on the Plat of Subdivision recorded November 3, 1997 as Document No. 97818381.

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Note: See said Plat for particulars.

O 31. Easement in favor of the Village of Northbrook to construct, maintain, etc. Public sidewalks in those parts marked "Public Sidewalk Easement" on the Plat of Subdivision recorded November 3, 1997 as Document No. 97818381.

Note: See said Plat for particulars as to the terms, location and extent of said easement.

P 32. Statement on the Plat of Subdivision recorded November 3, 1997 as Document No. 97818381 that the Land is situated in zone "C" or "Areas of Minimal Flooding" according to the Federal Emergency Management Agency as shown on firm Map Community Panel No. 170132 0009 D effective date December 15, 1990.

Q 33. Terms of the Subdivision and development agreement by, between and among the Village of Northbrook and Rkz Venture Group, L.L.C. (Royal Ridge Subdivision, Techny Real Estate Parcel E-1) dated December 12, 1996 and recorded March 4, 1997 as Document No. 97147624.

R 34. Restrictions disclosed and imposed by disclosure declaration made by Rkz Venture Group, L.L.C. dated December 12, 1996 and recorded March 4, 1997 as Document No. 97147625. Said restrictions relate to (A) an explanation of the nature of the leasehold interest which a residential dwelling unit purchaser will receive, (B) All streets in Royal Ridge Subdivision shall remain private streets, and (C) limitations existing as a result of building envelopes as defined therein.

S 35. Terms of Ordinance No. 96-46 of the Village of Northbrook passed October 14, 1996 and recorded November 3, 1997 as Document No. 97818382 and entitled "An ordinance granting a special permit and site plan approval for a planned development on the Techny Real Estate Parcel E-1 (Royal Ridge Subdivision) (Plan Commission Docket No. 96-6 A/B/C/D)".

T 36. Covenants, conditions, restrictions, rights, reservations, easements, agreements and other provisions of the Declaration of Covenants, conditions, restrictions, easements and rights for the Royal Ridge Subdivision made by Rkz Venture Group, L.L.C. Dated November 3, 1997 and recorded November 3, 1997 as Document No. 97820006, as amended from time to time. Said covenants, etc. Relate to, among other things, membership in, etc. the Royal Ridge Homeowners Association; Annexation of Phase II and/or III; the common area and the rights, obligations and easements relating thereto; maintenance requirements; association assessments, which shall be a lien upon a residential unit; Insurance; specific restrictions and provisions relating to use and improvement of residential units and common area; architectural controls and required ground lease provisions.

U 37. Terms and provisions of the Transportation Facilities and programs agreement made by and between the Village of Northbrook; Society of the Divine Word and Rubloff, Inc. dated June 30, 1989 and recorded July 7, 1989 as Document No. 89309243.

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Successor Agreement Between Society of the Divine Word ("Exculpated Party"); Rkz Venture Group, L.L.C. ("Successor Party") and the Village of Northbrook dated October 14, 1996 and recorded March 4, 1997 as Document No. 97147627 wherein the exculpated party is relieved of being bound by said Agreement and Successor Party agrees to be bound by same.

X 38. Party wall rights.

V 39. Village of Northbrook Lawn Sprinkler application and permit recorded March 20, 1998 as Document No. 98219546. Said Instrument provides that its terms, conditions and understandings shall be a covenant that runs with the Land.

W 40. Terms, conditions, covenants and obligations contained in Partial Assignment and Assumption of Ground Lease and Warranty Deed recorded October 14, 2000 as Document 99963878 made by and between Rkz Venture Group, L.L.C. and Conrad H. Hasuer and Sandra Marie De Vito.

Property of Cook County Clerk's Office