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Karen A. Yarbrough

Cook County Clerk

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PREPARED BY:

DANIEL E. FAJERSTEIN
513 CHICAGO AVENUE
EVANSTON, ILLINOIS
60202

AFTER RECORDING, RETURN TO:

SHAMEEN THAKRAR, ESQ.
1001 GREEN BAY ROAD, SUITE 234
WINNETKA, ILLINOIS 60093

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 September, 2022, by and between **CHARLES W. MARTIN** and **ELLA K. MARTIN**, whose address is 2115 Royal Ridge Drive, Northbrook, Illinois 60062 ("Assignor/Grantor"), who hereby conveys and warrants to **GRANTEE, THOMAS YOCKY and KATHRYN SIMON, husband and wife, as Tenants by the Entirety**, whose address is 1087 Cherry Street, Winnetka, Illinois 60093 (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, 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").

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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. 97018381 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 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, Assignor/Grantor has caused this Agreement to be executed and delivered as of the day and year first above written.

ASSIGNOR/GRANTOR:

Charles W. Martin
CHARLES W. MARTIN

ASSIGNOR/GRANTOR:

Ellie K. Martin
ELLA K. MARTIN

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

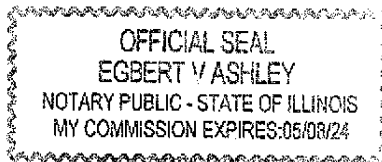
I, Egbert J. Ashley, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that **CHARLES W. MARTIN** and **ELLA K. MARTIN**, appeared before me this day in person and acknowledged that he/she/they signed and delivered the instrument as his/her/their free and voluntary act for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 30th day of September, 2022

Egbert J. Ashley
Notary Public

My Commission expires:

5/8/2024



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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.

Thomas Yocky
THOMAS YOCKY

Kathryn Simon
KATHRYN SIMON

STATE OF *IL*)
COUNTY OF *Cook*) SS)

I, *Deborah M Pappas*, a notary public, in and for the County and State aforesaid, DO HEREBY CERTIFY that THOMAS YOCKY and KATHRYN SIMON, 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 *22* day of *Nov*, 2022.

Deborah M Pappas
Notary Public

My Commission Expires:



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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, IN NORTHBROOK, ILLINOIS.

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

BUILDING SITE 47

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 1176.38 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 717.68 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A DUPLEX RESIDENCE (KNOWN AS 2115 AND 2121 ROYAL RIDGE DRIVE) THENCE ALONG A LINE FOLLOWING THE NEXT (6) SIX COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 52

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DEGREES 29 MINUTES 14 SECONDS WEST 55.50 FEET; 2) NORTH 37 DEGREES 30 MINUTES 46 SECONDS WEST 21.58 FEET; 3) NORTH 52 DEGREES 29 MINUTES 14 SECONDS EAST 25.42 FEET; 4) NORTH 37 DEGREES 30 MINUTES 46 SECONDS WEST 20.17 FEET; 5) SOUTH 52 DEGREES 29 MINUTES 14 SECONDS WEST 5.00 FEET; 6) NORTH 37 DEGREES 30 MINUTES 46 SECONDS WEST 7.04 FEET TO THE CENTERLINE OF A PARTY WALL FOR A PLACE OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT THIRTEEN (13) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) NORTH 37 DEGREES 30 MINUTES 46 SECONDS WEST 7.08 FEET; 2) NORTH 52 DEGREES 29 MINUTES 14 SECONDS EAST 5.00 FEET; 3) NORTH 37 DEGREES 30 MINUTES 46 SECONDS WEST 20.17 FEET; 4) SOUTH 52 DEGREES 29 MINUTES 14 SECONDS WEST 25.42 FEET; 5) NORTH 37 DEGREES 30 MINUTES 45 SECONDS WEST 21.58 FEET; 6) NORTH 52 DEGREES 29 MINUTES 14 SECONDS EAST 55.50 FEET; 7) SOUTH 37 DEGREES 30 MINUTES 46 SECONDS EAST 11.33 FEET; 8) NORTH 52 DEGREES 29 MINUTES 14 SECONDS EAST 2.37 FEET; 9) SOUTH 82 DEGREES 30 MINUTES 46 SECONDS EAST 7.54 FEET; 10) SOUTH 37 DEGREES 30 MINUTES 46 SECONDS EAST 10.92 FEET; 11) NORTH 52 DEGREES 29 MINUTES 14 SECONDS EAST 2.00 FEET; 12) SOUTH 37 DEGREES 30 MINUTES 46 SECONDS EAST 4.00 FEET; 13) NORTH 52 DEGREES 29 MINUTES 14 SECONDS EAST 8.04 FEET; THENCE SOUTH 37 DEGREES 30 MINUTES 46 SECONDS EAST 17.29 FEET TO THE CENTERLINE OF A PARTYWALL; THENCE SOUTH 52 DEGREES 29 MINUTES 14 SECONDS WEST 52.82 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS (THE "BUILDING SITE") BUILDING SITE COMMONLY KNOWN AS 2115 ROYAL RIDGE DRIVE, NORTHBROOK, ILLINOIS 60062.

PARCEL II:

FEE SIMPLE TITLE IN AND TO THE BUILDING AND ALL IMPROVEMENTS (BUT EXCLUDING THE LAND) LOCATION 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: 04-14-301-054-0000
2115 Royal Ridge
Northbrook IL 60062*