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Karen A. Yarbrough

Cook County Clerk

Date: 03/27/2023 01:11 PM Pg: 1 of 7

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Dec ID 20230301678686

ST/CO Stamp 1-670-490-320 ST Tax \$799.00 CO Tax \$399.50



23 NW 715 0356 NB

CUB 1 of 1

PREPARED BY:

MICHAEL GRABILL

707 SKOKIE BLVD., SUITE 420

NORTHBROOK, IL 60062

AFTER RECORDING, RETURN TO:

**PARTIAL ASSIGNMENT AND ASSUMPTION OF GROUND LEASE
AND SPECIAL WARRANTY DEED**

This Partial Assignment and Assumption of Ground Lease and Special Warranty Deed (this "Agreement") is made as of this 23rd day of March, 2023, by and between Daniel J. McMillan and Deborah A. McMillan, husband and wife, as Tenants By The Entirety, whose address is 8621 W. 141st Street, Orland Park, IL 60462 ("Assignor/Grantor"), and The Houze Family Living Trust Dated September 8, 2016, whose address is _____ ("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 "C" 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

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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:

General taxes for the year 2022 and subsequent years; special taxes or assessments, if any, for improvements not yet completed; installments, if any, not due at the date hereof of any special tax or assessments for improvements heretofore completed; building lines and building and liquor restrictions of record; zoning and building laws and ordinances; private, public and utility easements; covenants and restrictions of record as to use and occupancy; party wall rights and agreements, if any; and acts done or suffered by or through the Purchaser.

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

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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:

Daniel J. McMillan
Daniel J. McMillan

Deborah A. McMillan
Deborah A. McMillan

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, Sandra Huff, a Notary Public, in and for the County and State
aforesaid, DO HEREBY CERTIFY
Daniel J. McMillan & Deborah A. McMillan, appeared before me this day in
person and acknowledged that she signed and delivered the instrument as her free and
voluntary act for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 23 day of March, 2023

Sandra Huff
Notary Public

My Commission expires: 11/06/23

Send subsequent tax bills to:



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.

Jacks [Signature]

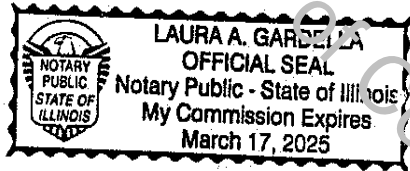
Louise A. Hoey

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STATE OF ILLINOIS)
) SS)
COUNTY OF COOK)

I, Laura Gardella, a notary public, in and for the County and State aforesaid, DO HEREBY CERTIFY that JACK R. Houze and Louise A. Houze, as amended from time to time, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the instrument as their own free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 23 day of March, 2023.



Laura Gardella
Notary Public

My Commission Expires:

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LEGAL DESCRIPTION

EXHIBIT "C"

PERMANENT INDEX NUMBER: 04-14-301-075-0000

STREET ADDRESS: 2139 Claridge Court, Northbrook, IL, 60062

SEE ATTACHED LEGAL DESCRIPTION

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LEGAL DESCRIPTION

Order No.: 23NW7150356NB

For APN/Parcel ID(s): 04-14-301-075-0000

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 APRIL 29, 1991 AND KNOWN AS TRUST NUMBER 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 NUMBER 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 NUMBER 97141059, AS AMENDED BY THAT CERTAIN JOINED 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 NUMBER 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 1/2 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 NUMBER 97818381.

COMMONLY KNOWN AS TECHNY PARCEL E-1 LOCATED ON THE EAST SIDE OF WAUKEGAN ROAD, SOUTH OF TECHNY ROAD, IN NORTHBROOK, COOK COUNTY, ILLINOIS.

PIN: 04-14-301-004-0000

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

BUILDING SITE 68

BEING THAT PART OF LOT 1 IN THE PLANNED UNIT DEVELOPMENT OF ROYAL RIDGE, BEING A SUBDIVISION OF PART OF THE WEST 1/2 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 908.88 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 865.98 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A DUPLEX RESIDENCE (KNOWN AS 2135 AND 2139 CLARIDGE LANE); FOR A PLACE OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT 13 COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 58 DEGREES 22 MINUTES 57 SECONDS WEST 8.04 FEET; 2) SOUTH 31 DEGREES 37 MINUTES 03 SECONDS EAST 5.00 FEET; 3) SOUTH 58 DEGREES 22 MINUTES 57 SECONDS WEST 2.00 FEET; 4) SOUTH 31 DEGREES 37 MINUTES 03 SECONDS EAST 9.92 FEET; 5) SOUTH 13 DEGREES 22 MINUTES 57 SECONDS WEST 7.54

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LEGAL DESCRIPTION

(continued)

FEET; 6) SOUTH 58 DEGREES 22 MINUTES 57 SECONDS WEST 2.37 FEET; 7) SOUTH 31 DEGREES 37 MINUTES 03 SECONDS EAST 11.33 FEET; 8) SOUTH 58 DEGREES 22 MINUTES 57 SECONDS WEST 55.50 FEET; 9) NORTH 31 DEGREES 37 MINUTES 03 SECONDS WEST 21.58 FEET; 10) NORTH 58 DEGREES 22 MINUTES 57 SECONDS EAST 25.42 FEET; 11) NORTH 31 DEGREES 37 MINUTES 03 SECONDS WEST 20.17 FEET; 12) SOUTH 58 DEGREES 22 MINUTES 57 SECONDS WEST 5.00 FEET; 13) NORTH 31 DEGREES 37 MINUTES 03 SECONDS WEST 7.04 FEET; THENCE NORTH 58 DEGREES 22 MINUTES 57 SECONDS EAST ALONG THE CENTER LINE OF A PARTY WALL FOR SAID RESIDENCE 52.82 FEET; THENCE SOUTH 31 DEGREES 37 MINUTES 03 SECONDS EAST 17.21 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, 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 IS LOCATED ON PORTIONS OF THE COMMON AREA (AS DEFINED IN THAT CERTAIN 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 NUMBER 97829996 (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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