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KAREN A. YARBROUGH

COOK COUNTY CLERK'S OFFICE

Date 3/8/2024 11:21 AM Pg: 1 of 5

Doc ID 20240101612905

ST/Co Stamp 0-032-158-768 ST Tax \$822.00 CO Tax \$411.00

PREPARED BY:  
LAW OFFICES OF IVAN PULJIC, LTD.  
10 S. LASALLE STREET  
SUITE 2920  
CHICAGO, IL 60603

AFTER RECORDING, RETURN TO:  
The Grabin Law Firm, P.C.  
1707 COOKIE BLVD, SUITE 420  
NORTHBROOK, IL 60062

**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 20 day of December, 2023 by and between Warren F. Grienenberger, as Trustee of the Warren F. Grienenberger Declaration of Trust dated May 22, 1990, as restated on November 6, 2008 and on April 25, 2016, whose address is \_\_\_\_\_ ("Assignor/Grantor"), and George Metzger, Successor Trustee of the Janet H. Metzger Trust Dated July 15, 1985, as amended and restated, whose address is 2531 Crabtree Lane Northbrook, IL 60062 ("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

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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, 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 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:

Warren F. Grienberger

Warren F. Grienberger, as Trustee

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF COOK                    )

I, Michelle Maxwell, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Warren F. Grienberger, appeared before me this day in person and acknowledged that he signed and delivered the instrument as his free and voluntary act for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 20 day of December, 2023.

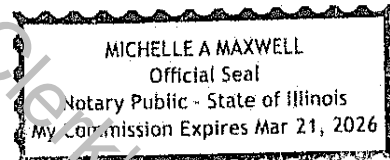
Michelle Maxwell

Notary Public

My Commission expires: 03/21/2024

Send subsequent tax bills to:

George Metzger  
2531 Crabtree Lane  
Northbrook, IL 60062



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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.

ASSIGNEE/GRANTEE:

*George Metzger Trustee*  
George Metzger, as Successor Trustee

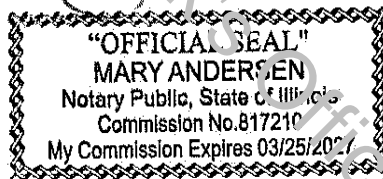
STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK

I, Mary Andersen, a notary public, in and for the County and State aforesaid, DO HEREBY CERTIFY that George Metzger, as amended from time to time, 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 and delivered the instrument as his own free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 12<sup>th</sup> day of January, 2024.

*Mary Andersen*  
Notary Public

My Commission Expires:



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## LEGAL DESCRIPTION

### EXHIBIT "C"

Permanent Real Estate Index Number: 04-14-301-112-0000

Address of Real Estate: 2028 Claridge Court, Northbrook, IL 60062

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

#### BUILDING SITE 27

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 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 1522.21 FEET; THENCE NORTH 80 DEGREES 55 MINUTES 06 SECONDS WEST 1044.17 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A RESIDENCE (KNOWN AS 2028 CLARIDGE COURT) FOR A PLACE OF BEGINNING; THENCE SOUTH 33 DEGREES 53 MINUTES 23 SECONDS WEST 17.25 FEET TO THE CENTERLINE OF A PARTY WALL; THENCE SOUTH 56 DEGREES 06 MINUTES 37 SECONDS WEST ALONG THE CENTERLINE OF THE PARTY WALL FOR 52.82 FEET; THENCE ALONG A LINE FOLLOWING THE NEXT TWELVE (12) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) NORTH 33 DEGREES 53 MINUTES 23 SECONDS WEST 7.08 FEET; 2) NORTH 56 DEGREES 06 MINUTES 37 SECONDS EAST 5.00 FEET; 3) NORTH 33 DEGREES 53 MINUTES 23 SECONDS WEST 20.77 FEET; 4) SOUTH 56 DEGREES 06 MINUTES 37 SECONDS WEST 25.42 FEET; 5) NORTH 33 DEGREES 53 MINUTES 23 SECONDS WEST 21.58 FEET; 6) NORTH 56 DEGREES 06 MINUTES 37 SECONDS EAST 55.50 FEET; 7) SOUTH 33 DEGREES 53 MINUTES 23 SECONDS EAST 11.33 FEET; 8) NORTH 56 DEGREES 06 MINUTES 37 SECONDS EAST 2.37 FEET; 9) SOUTH 78 DEGREES 53 MINUTES 23 SECONDS EAST 7.54 FEET; 10) SOUTH 33 DEGREES 53 MINUTES 23 SECONDS EAST 10.92 FEET; 11) NORTH 56 DEGREES 06 MINUTES 37 SECONDS EAST 2.00 FEET; 12) SOUTH 33 DEGREES 53 MINUTES 23 SECONDS EAST 4.00 FEET; THENCE NORTH 56 DEGREES 06 MINUTES 37 SECONDS EAST 8.04 FEET TO THE PLACE OF BEGINNING, CONTAINING 2509 SQUARE FEET IN COOK COUNTY, ILLINOIS ("THE BUILDING SITE")

BUILDING SITE COMMONLY KNOWN AS 2028 CLARIDGE COURT, 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.