

# UNOFFICIAL COPY

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CEDRIC GILES

COOK COUNTY CLERK'S OFFICE

Date 4/25/2024 9:33 AM Pg: 1 of 10

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Prepared by and return to:

Kristen M. Pinter, Esq.  
Dolgin Law Group, LLC  
30 N. LaSalle St., Suite 2610  
Chicago, IL 60602

Property Address:

2273 Royal Ridge Drive  
Northbrook, IL 60062

Property Index Number:

04-14-301-144-0000

## 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 26<sup>th</sup> day of March, 2024, by and between **H. GARY FRANK** and **JOYCE H. FRANK**, husband and wife, whose address is 2273 Royal Ridge Drive Northbrook, IL 60062 ("Assignor/Grantor"), and **Howard Gary Frank and Joyce H. Frank**, not individually, but solely as Trustees under the **HOWARD GARY FRANK and JOYCE H. FRANK DECLARATION OF TRUST dated February 16, 2024**, whose address is 2273 Royal Ridge Drive 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 "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 and legally described on **Exhibit "B"** attached hereto and by this reference made a part 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):

Hereby releasing and waiving any and all rights under and by virtue of the Homestead Laws of the State of Illinois.

**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 real estate taxes, mortgages of record and

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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.

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

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 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 transferrable, 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.

To the extent permitted, full power and authority is hereby granted to said trustee as follows:

- a. To improve, manage, protect and subdivide said Property or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said Property as often as desired;
- b. To contract to sell, to grant options to purchase, to sell on any terms, and to convey, either with or without consideration, said Property, or any part thereof;
- c. To convey said Property or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee;
- d. To donate, to dedicate, to mortgage, pledge or otherwise encumber, said Property, or any part thereof;
- e. To lease said Property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time, and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals;
- f. To partition or to exchange said Property, or any part thereof, for other real or personal property,
- g. To grant easements or charges of any kind;
- h. To release, convey or assign any right, title or interest in or about or easement appurtenant to said Property or any part thereof; and
- i. To deal with said Property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

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In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement.

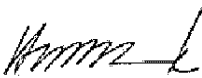
Every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, as follows:

- i. That at the time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect;
- ii. That such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereof, and binding upon all beneficiaries thereunder;
- iii. That said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and
- iv. If the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his, her or their predecessor in trust.

The interest of each and every beneficiary under said trust, and of all persons claiming under them or any of them, shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate. Such interest is hereby declared to be personal property. No beneficiary under said trust shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

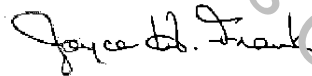
IN WITNESS WHEREOF, Assignor/Grantor has caused this Agreement to be executed and delivered as of the day and year first above written.

ASSIGNOR/GRANTOR:



H. GARY FRANK

ASSIGNOR/GRANTOR:



JOYCE H. FRANK

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STATE OF ILLINOIS                     )  
   )  
 COUNTY OF COOK                     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **H. GARY FRANK** and **JOYCE H. FRANK**, personally known to me to be the same persons executed the foregoing instrument, appeared before me 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, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal, this 26<sup>th</sup> day of March, 2024.



*Monika Scaravilli*  
 Notary Public

## 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:**

*Howard Gary Frank*

**HOWARD GARY FRANK**, as Trustee  
 under the HOWARD GARY FRANK  
 and JOYCE H. FRANK DECLARATION  
 OF TRUST dated February 16, 2024

**ASSIGNEE/GRANTEE:**

*Joyce H. Frank*

**JOYCE H. FRANK**, as Trustee under  
 the HOWARD GARY FRANK and JOYCE  
 H. FRANK DECLARATION OF TRUST  
 dated February 16, 2024

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## EXHIBIT "A"

### 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 20, 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. 97846931, 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 RESPECT SOLELY TO THE BUILDING SITE IDENTIFIED AND LEGALLY DESCRIBED AS FOLLOWS:

#### BUILDING SITE 137

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 97818381, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT; THENCE SOUTH 81 DEGREES 06 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 236.08 FEET; THENCE NORTH 08 DEGREES 54 MINUTES 00 SECONDS WEST 53.47 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A RESIDENCE (KNOWN AS 2269 AND 2273 ROYAL RIDGE DRIVE); THENCE SOUTH 81 DEGREES 06 MINUTES 03 SECONDS WEST, 4.00 FEET TO THE CENTERLINE OF A PARTY WALL FOR A POINT OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT NINE (9) COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) SOUTH 81 DEGREES 06 MINUTES 03 SECONDS WEST 4.00 FEET; 2) NORTH 08 DEGREES 53 MINUTES 57 SECONDS WEST 2.00 FEET; 3) SOUTH 81 DEGREES 06 MINUTES 03 SECONDS WEST, 15.29 FEET; 4) NORTH 08 DEGREES 53 MINUTES 57 SECONDS WEST 5.75 FEET; 5) SOUTH 81 DEGREES 06 MINUTES 03 SECONDS WEST 12.21 FEET; 6) NORTH 08 DEGREES 53 MINUTES 57 SECONDS WEST 12.21 FEET; 7)

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## EXHIBIT "A" CONTINUED Legal Description

NORTH 81 DEGREES 06 MINUTES 03 SECONDS EAST, 8.17 FEET; 8) NORTH 08 DEGREES 53 MINUTES 57 SECONDS WEST, 19.33 FEET; (9) NORTH 81 DEGREES 06 MINUTES 03 SECONDS EAST, 23.34 FEET TO THE CENTERLINE OF A PARTY WALL; THENCE SOUTH 08 DEGREES 53 MINUTES 57 SECONDS EAST ALONG THE CENTERLINE OF THE PARTY WALL FOR 64.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1733 SQUARE FEET IN COOK COUNTY, ILLINOIS (THE "BUILDING SITE") BUILDING SITE COMMONLY KNOWN AS 2273 ROYAL RIDGE DRIVE, 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 AND RESTRICTIONS, EASEMENTS AND RIGHTS FOR THE ROYAL RIDGE SUBDIVISION DATED NOVEMBER 3, 1997 AND RECORDED WITH THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON NOVEMBER 3, 1997, AD 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 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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EXHIBIT "B"

## LIMITED COMMON AREA FOR BUILDING SITE 137

THAT PART OF LOT I 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; THENCE SOUTH 81 DEGREES 06 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT I A DISTANCE OF 236.08 FEET; THENCE NORTH 08 DEGREES 54 MINUTES 00 SECONDS WEST, 53.47 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A RESIDENCE (KNOWN AS 2269 AND 2273 ROYAL RIDGE DRIVE); THENCE ALONG A LINE FOLLOWING THE NEXT THREE (3) COURSES AND DISTANCES COINCIDENT WITH EXTERIOR FOUNDATION WALL OF SAID RESIDENCE: 1) SOUTH 81 DEGREES 06 MINUTES 03 SECONDS WEST, 8.00 FEET; 2) NORTH 08 DEGREES 53 MINUTES 57 SECONDS WEST, 2.00 FEET; 3) SOUTH 81 DEGREES 06 MINUTES 03 SECONDS WEST, 9.50 FEET FOR A PLACE OF BEGINNING THENCE SOUTH 08 DEGREES 53 MINUTES 57 SECONDS EAST, 8.25 FEET; THENCE SOUTH 81 DEGREES 06 MINUTES 03 SECONDS WEST, 18.00 FEET; THENCE NORTH 08 DEGREES 53 MINUTES 57 SECONDS WEST, 14.00 FEET TO THE CORNER OF A CONCRETE FOUNDATION OF SAID RESIDENCE; THENCE ALONG A LINE FOLLOWING THE NEXT TWO (2) COURSES AND DISTANCES COINCIDENT WITH EXTERIOR FOUNDATION WALL OF SAID RESIDENCE: 1) NORTH 81 DEGREES 06 MINUTES 03 SECONDS EAST, 12.21 FEET; 2) SOUTH 08 DEGREES 53 MINUTES 57 SECONDS EAST, 5.76 FEET; THENCE NORTH 81 DEGREES 06 MINUTES 03 SECONDS EAST, 5.79 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

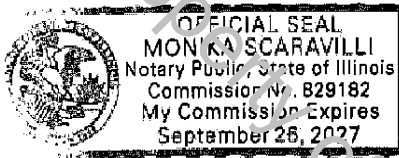
Property of Cook County Clerk's Office

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STATE OF ILLINOIS                     )  
    )  
 COUNTY OF COOK                     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **HOWARD GARY FRANK and JOYCE H. FRANK**, not individually, but solely as Trustees under the **HOWARD GARY FRANK and JOYCE H. FRANK DECLARATION OF TRUST Dated February 16, 2024**, personally known to me to be the same persons who executed the foregoing instrument, appeared before me 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 notarial seal, this **26<sup>th</sup>** day of **March, 2024**



*Monika Scaravilli*  
 Notary Public

Send tax bills to:           H. Gary Frank and Joyce H. Frank, Trustees  
                                       2273 Royal Ridge Drive Northbrook, IL 60062

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This transfer is exempt pursuant to Section 31-45 (c) of the Real Estate Transfer Tax Law.

Date: 3/26/2024

*Kristen M. Britter*  
 Attorney for Grantor



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## STATEMENT BY GRANTOR AND GRANTEE

The Grantor or his/her Agent affirms that, to the best of his/her knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated: 03/26/24

Signature: \_\_\_\_\_

Grantor: Joyce H. Frank

Subscribed and sworn to before me this 26<sup>th</sup> day of March 2024.

Monika Scaravilli  
Notary Public



The grantee or his/her agent affirms that, to the best of his/her knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated: 03/26/24

Signature: \_\_\_\_\_

Grantee: Joyce H. Frank

Subscribed and sworn to before me this 26<sup>th</sup> day of March 2024.

Monika Scaravilli  
Notary Public



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense, and of a Class A misdemeanor for subsequent offenses.

(attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Act)

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## STATEMENT BY GRANTOR AND GRANTEE


The Grantor or his/her Agent affirms that, to the best of his/her knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

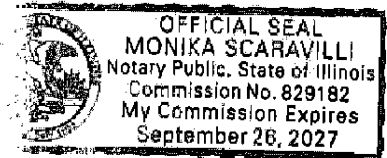
Dated: 03/26/24

Signature: 

Grantor: H. Gary Frank

Subscribed and sworn to before me this 26<sup>th</sup> day of March 2024.

  
Notary Public



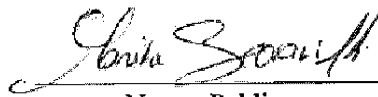
The grantee or his/her agent affirms that, to the best of his/her knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

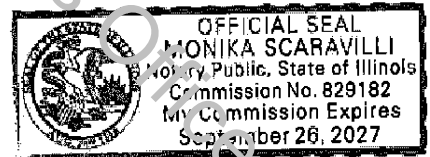
Dated: 03/26/24

Signature: 

Grantee: Howard Gary Frank

Subscribed and sworn to before me this 26<sup>th</sup> day of March 2024.

  
Notary Public



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense, and of a Class A misdemeanor for subsequent offenses.

(attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Act)