

THIS INSTRUMENT PREPARED
BY AND AFTER RECORDING
RETURNED TO:

****THIS DOCUMENT IS BEING RERECORDED
TO DEREGISTER AND CORRECT THE CHAIN
OF TITLE****

JEFFREY P. GRAY, ESQ.
WILDMAN, HARROLD, ALLEN
& DIXON
225 WEST WACKER DRIVE
CHICAGO, ILLINOIS 60606

00681301

5771/0165 38 001 Page 1 of 10
2000-09-01 12:57:35
Cook County Recorder 75.50

RETURN TO: *M. Owens*
TICOR TITLE INSURANCE
203 N. LaSALLE, STE. 1400
CHICAGO, IL 60601

COOK COUNTY
RECORDER
JESSE WHITE
BRIDGEVIEW OFFICE



00681301

MAIL TO

SPECIAL WARRANTY DEED

THIS INDENTURE, made as of March 10, 1998, from MARTIN OIL MARKETING, LTD., an Illinois limited partnership, having an address of 4501 West 127th Street, Alsip, Illinois 60803 ("Grantor"), to SUPPORT TERMINAL SERVICES, INC., a Delaware corporation having an address of 2435 North Central Expressway, Suite 700, Richardson, Texas 75080-2731 ("Grantee"), WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid, by Grantee, the receipt whereof is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto Grantee, and to its successors and assigns FOREVER, all of that certain real estate situated in the County of Cook and State of Illinois known as 3210 West 131st Street, Blue Island, and legally described in Exhibit A attached hereto and made a part hereof, together with all and singular the improvements and fixtures located thereon, 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 Grantor, either in law or equity of, in and to the above described premises, with the hereditament and appurtenances (collectively, the "Real Property").

TO HAVE AND TO HOLD the Real Property unto Grantee, and to its successors and assigns, in Fee Simple forever.

And Grantor, for itself, and its successors, does covenant, promise and agree to and with Grantee, and to its successors and assigns that Grantor has not done or suffered to be done, anything whereby the Real Property hereby granted is, or may be, in any manner

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00681301

1174-8180

STATE OF ILLINOIS
MAR--98
REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE 966868



50000

1174-8180

STATE OF ILLINOIS
MAR--98
REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE 966868



50000

Cook County
REAL ESTATE TRANSACTION TAX
MAR--98
REVENUE STAMP 933204



50000

Property of Cook County Clerk's Office

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encumbered or charged, except as herein recited; and that it WILL WARRANT AND FOREVER DEFEND, the title and quiet possession to the Real Property against all persons lawfully claiming, or to claim the same, by, through or under Grantor, subject only to all covenants, restrictions, easements, reservations and other exceptions set forth in Exhibit B attached hereto and made a part hereof (the "Permitted Title Exceptions").

IN WITNESS WHEREOF, Grantor has caused its name to be duly signed to this Special Warranty Deed as of the day and year first above written.

Send tax bills to:
Support Technical
Services, Inc.
17304 Preston Rd., Ste. 1000
Dallas, TX 75252

MARTIN OIL MARKETING, LTD.,
an Illinois limited partnership

By: Martin Marketing Corporation,
General Partner

By: Thomas A. Floyd
Thomas A. Floyd, Senior Vice President

STATE OF ILLINOIS

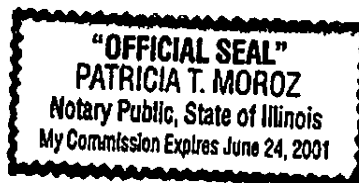
COUNTY OF COOK

I, the undersigned, a Notary Public, in and for the State aforesaid, do hereby certify that Thomas A. Floyd, the Senior Vice President of Martin Marketing Corporation, an Illinois corporation, the General Partner of Martin Oil Marketing, Ltd., an Illinois limited partnership personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10th day of March, 1998.

Patricia T. Moroz
Notary Public

My Commission Expires:



00681301

EXHIBIT A - LEGAL DESCRIPTION

Parcel 1:

That part of the West 60 acres of the West 1/2 of the Southeast 1/4 of Section 35, Township 37 North, Range 13 East of the Third Principal Meridian, lying North of a line 1870 feet North of and parallel to the South line of said Section 35 and lying West of the West line of Clark Oil & Refining Corp. Subdivision, the plat of which was recorded March 17, 1961 as Document Number 19,112,028, in Cook County, Illinois.

Parcel 2:

That part of the East 1/2 of the Northeast 1/4 of Section 35, Township 37 North, Range 13 East of the Third Principal Meridian, lying Southwesterly of the Southwesterly line of the Right-of-Way of the Baltimore and Ohio Chicago Terminal Railroad (formerly the Chicago and Calumet Terminal Railway) excepting therefrom the following parcels of land: (1) That part described as follows: Beginning at the intersection of the South line of the Right-of-Way of the Baltimore and Ohio Chicago Terminal Railroad and the West line of the East 1/2 of the Northeast 1/4 of said Section; thence South along said West line 327 feet to the center of a ditch; thence Easterly 362.65 feet to a point 93.6 feet South of the Southerly line of the said Baltimore and Ohio Chicago Terminal Railway; thence North 93.6 feet to the Southerly line of the said Baltimore and Ohio Chicago Terminal Railway Right-of-Way; thence Northwesterly along said Southerly line 431.30 feet to the place of beginning; (2) That part thereof bounded and described as follows: Beginning at the Southeast corner of the Northeast 1/4, aforesaid; thence West on the South line thereof 690 feet; thence North at right angles to said South line 40 feet; thence East on a line parallel with said South line to a point 25 feet West of (as measured on said parallel line) the West line of Kedzie Avenue as widened by Torrens Document 643244 recorded September 4, 1934; thence Northeasterly to a point on said West line 25 feet North of its intersection with the aforesaid parallel line, thence East at right angles to said West line, to the East line of the Northeast 1/4, aforesaid; thence South to the place of beginning.

Parcel 3:

That part thereof bounded and described as follows: Commencing at the intersection of the East line of said Northeast 1/4 with the Southwesterly line of the 66 foot right-of-way of the Baltimore and Ohio Chicago Terminal Railroad Company; thence Northwesterly on said Southwesterly line to its intersection with the West line of existing Kedzie Avenue as shown on Torrens Document 643244 recorded September 4, 1934 for a place of beginning; thence South on said West line to its intersection with a line 20 feet Southwesterly of and parallel with said Southwesterly line, thence Northwesterly on said 20 foot parallel line to the intersection with a line 6 feet West of and parallel with the aforesaid West line of existing Kedzie Avenue; thence North on said 6 foot parallel line to the Southwesterly line of the 66 foot right-of-way of the Baltimore and Ohio Chicago Terminal Railroad Company aforesaid; thence Southeasterly on

00681301

said Southwesterly line to the place of beginning.

Parcel 4:

That part of the Southeast 1/4 of the Northeast 1/4 (South of the Baltimore and Ohio Chicago Terminal Railroad; in Section 35, Township 37 North, Range 13 East of the Third Principal Meridian, described as follows: Beginning at the intersection of the Westerly right of way line of Kedzie Avenue and the Northerly right of way line of 131st Street; thence North 1131.40 feet along the Westerly right of way line of Kedzie Avenue to a point, said point being the Southerly right of way line of the Baltimore and Ohio Chicago Terminal Railroad; thence Northwesterly 92.49 feet along the Southerly right of way line of the Baltimore and Ohio Chicago Terminal Railroad to a point; thence Southerly 893.26 feet along a line forming an angle of 126 degrees 10 minutes to the left with the last described course to a point; thence South 210.1 feet along a line of 131st Street; thence East 20.0 feet along the Northerly right of way line of 131st Street to the point of beginning (excepting therefrom the East 6.00 feet and also excepting that part thereof falling in the Southeast 1/4 of said Southeast 1/4 as measured on the East line of said Southeast 1/4) in Cook County, Illinois.

Permanent Index Numbers: 24-35-205-008
24-35-205-009
24-35-400-001
24-35-400-002

Volume: 349

3210 W. 131st St, Blue Island

Cook County Clerk's Office

00681301

~~X~~ The following are the requirements to be complied with:

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed of record.

~~X~~ Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Standard Exceptions:

(A) Rights or claims of parties in possession not shown by the public records.

(B) Easements, or claims of easements, not shown by the public records.

(C) Encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey or inspection of the premises.

(D) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

3. Special Exceptions:

1. General Taxes for the years 1997 and 1998.

General Taxes for the year 1998 are not yet due or payable.
Estimated first installment 1997 taxes delinquent after March 3, 1998 *rel. date*
Second installment 1997 taxes due August 3, 1998 and delinquent thereafter.

Total 1996 taxes billed:

- \$180,595.77 as to 24-35-205-008.
- \$ 34,467.19 as to 24-35-205-009.
- \$ 48,350.70 as to 24-35-400-001.
- \$ 20,545.35 as to 24-35-400-002.
- \$ 3,470.09 as to 24-35-400-015-8002.

~~X~~ The title to the subject property has been registered under "An Act Concerning Land Titles", commonly known as the Torrens Act.

~~(Affects that part of the land lying in the West 1/2 of the Southeast 1/4~~

EXHIBIT B

00681301

~~of Section 35)~~

~~FOR INFORMATION: Pursuant to the provisions of Public Act 87-1481, the submission of a voluntary conveyance to the Registrar of Titles results in the automatic deregistration of the subject land from the Cook County Land Registration System commonly known as Torrens. Proper procedures including giving notice required by the Torrens Office must be given before any recording may be accomplished.~~

(Affects that part of the land lying in the West 1/2 of the Southeast 1/4 of Section 35)

4. Rights of way for drainage ditches, tiles, feeders and laterals, if any.
 5. Rights of the State of Illinois, the municipality and the public in and to that part of the land which may fall in streets and highways.
 6. Spurs and switch tracks and railroad rights of way.
 7. Grant of Easement dated October 6, 1925 and recorded October 15, 1925 as Document 9065896 from William D. Henke, widower, to the Baltimore and Ohio Chicago Terminal Railroad Company, its lessees, successors and assigns for the purpose of constructing, maintaining and operating a railroad track or tracks to serve industries which are or may thereafter be located on property adjacent thereto over, along and upon a strip of land 20 feet in width on the Southwesterly side of and adjoining the then right of way of the Baltimore and Ohio Chicago Terminal Railroad Company extending in a Northwest direction of the section line dividing Sections 35 and 36 to the Easterly line of Homan Avenue.
 8. Rights of the public, the State of Illinois and the municipality in and to the East 50 feet of the aforesaid Section 35, Township 37 North, Range 13 East of the Third Principal Meridian (except highways and Baltimore and Ohio Chicago Terminal Railroad) as dedicated for highway purposes by Plat of Dedication recorded January 21, 1931 as Document 10825061. NOTE: A revised legal description excluding this portion of Kedzie Avenue is suggested.
- ~~RESERVED~~
10. Grant of Easement for pipe line, the center line of which is 22 feet South of and parallel to the North line of land. Granted by Highway Commission for Township of Worth to Worth Refining Company, Inc. by instrument recorded November 6, 1940 as Document Number 12573917.
 11. Perpetual Easement to construct, reconstruct, repair, maintain and operate an outfall sewer and appurtenances upon, under and through the East 10 feet of the

EXHIBIT B

00681301

- West 20 feet of that part of the West 1/2 of the Southeast 1/4 of Section 35, Township 37 North, Range 13, lying North of the North right of way line of the Calumet Sag Channel and also a temporary easement upon and through the West 10 feet and also the East 30 feet of the West 50 feet of that part of the West 1/2 of the Southeast 1/4 of Section 35 aforesaid, lying North of the North right of way line of the Calumet Sag Channel as contained in grant from Thomas M. Kelly to The Sanitary District of Chicago dated August 28, 1928 and recorded September 7, 1928 in Book 26171 Page 15 as Document 10139979.
12. Title to Parcels 3 and 4 appears to be in Martin Oil Marketing, Ltd. by virtue of deeds recorded January 27, 1975 as Document Number LR2792777 and May 7, 1982 as Document Number LR3258584. These parcels of land do not appear to be assessed for real estate taxes. This should be explained.
 13. Grant of Easement from Harold T. Martin to Northern Illinois Gas Company dated January 16, 1962 and recorded June 18, 1963 as Document 18827963 for installation of gas main in 131st Street adjoining South line of East 1/2 of the Northeast 1/4.
 14. It appears that Tinley Creek runs through a portion of the land.
(Affects Parcel 2)
 15. Rights of the public, the State of Illinois and the United States of America in and to the canal feeder which adjoins the land and the drainage ditch which runs through the land.
 16. Grant of Easement made by Martin Oil Service to Texas Eastern Transmission Corporation by Document recorded as Number 17718320 on November 23, 1959 to construct, lay, maintain, operate, alter, repair, remove, change the size of and replace pipe line and appurtenances thereto for the transportation of oil, gas, petroleum products or any other liquids, gases or substances which can be transported through pipelines.
 17. Grant of Easement made by Martin Oil Service, Inc. to Sinclair Pipe Line Company recorded as Document 15786090 to lay, maintain, inspect, operate, protect, repair, replace and remove a pipe line. NOTE: Conveyance of interest from Arco Pipe Line Company to Four Corners Pipe Line Company recorded April 18, 1995 as Document Number 95,253,501; also Assignment recorded October 15, 1992 as Document Number 92766037.
 18. Grant of Easement made by Martin Oil Service to Texas Eastern Transmission Corporation recorded as Document 18931119 to construct, lay, maintain, operate, alter, repair, remove, change the size of and replace pipe line.

EXHIBIT B

00681301

19. Grant of Easement made by Martin Oil Service to Commonwealth Edison filed as Document LR2147457 to construct, erect, operate, use, maintain, relocate, renew and remove electrical transmission lines.

~~20. The partnership agreement establishing the partnership of Martin Oil Marketing Ltd., an Illinois limited partnership, together with all amendments thereto (properly identified in writing by all the partners as being the terms and provisions of the agreement under which the partnership acquired and holds title), should be produced for our inspection and this commitment is subject to such additional exceptions, if any, as may then be deemed necessary.~~

~~21. Terms, powers, provisions and limitations of the partnership agreement under which title to the land is held.~~

~~22. REQUIREMENT: We should be furnished an ALTA Owner's Extended Coverage or Loan Policy Combined Statement executed by the Purchasers/Mortgagors, Mortgagee and Seller. The date of the statement should cover the date of disbursement or the date of this Commitment, whichever is later.~~

NOTE: In the event Purchaser/Mortgagor or seller is a Trust, the Statement must be executed by the beneficiaries thereof, not the Trustee.

~~23. Mechanics' or materialmen's liens or other statutory liens for labor, materials or property management services not shown of record.~~

~~24. We should be furnished evidence as to who is in possession of the land.~~

~~25. Rights of parties in possession under unrecorded leases, if any.~~

26. An unrecorded lease affecting the land, executed by and between the following parties for the term and upon the terms, covenants and conditions therein provided.

Lessor : Martin Oil Marketing, LTD.

Lessee : George De Vries

Disclosed by: Copy of Lease Agreement dated July 1, 1992 submitted with application for title insurance (affects part of the land)

27. An unrecorded lease affecting the land, executed by and between the following parties for the term and upon the terms, covenants and conditions therein provided.

Lessor : Martin Oil Marketing, LTD.

Lessee : Ryan Leasing Company

Disclosed by: Copy of Lease dated October 1, 1997 submitted with application for title insurance (affects part of the land)

EXHIBIT B

00681301

~~28. Terms, agreements, provisions, conditions and limitations contained in the lease shown in Schedule A.~~

~~(affects Parcel 5 only)~~

29. REQUIREMENT: We must be furnished with a written statement from the owners of the fee to the land stating that the lease described in Schedule A is in full force and effect and that there are no defaults thereunder.

(affects Parcel 5 only)

30. Terms, conditions and provisions affecting the easement described in Schedule A as set forth in the instrument creating said easement.

~~31. Rights of the adjoining owners to the concurrent use of said easement.~~

32. Matters disclosed by survey prepared by McTigue & Spiewak, Inc. and dated January 29, 1998:

a) 10 foot wide and 406 foot long pipeline easement within Parcel 1;

b) various utility installations (gas, overhead lines, water main, etc.) falling within that part of the land lying within West 131st Street;

c) 1 story brick building and concrete walk located partially within Parcel 2 and partially on adjacent land to the West.

33. Unrecorded pipeline easement dated March 7, 1989 between Martin Oil Marketing, Ltd. and Clark Oil & Refining Corporation over a part of Parcel 1 being a strip of land 10 feet wide and 406 feet long as depicted on survey prepared by McTigue Spiewak, Inc. dated January 29, 1998

34. Unrecorded pipeline easement dated December 3, 1993 between Martin Oil Marketing, Ltd. and Clark Oil & Refining Corporation over a part of Parcel 1, being a 50 foot by 100 foot parcel as depicted on said survey.

35. Right of Way Agreement dated December 13, 1972 between Martin Oil Company and Clark Oil and Refining Corporation for emergency access over that part of the land as depicted on said survey.

~~END OF SCHEDULE B~~

~~36. We must be furnished with the memorandum of lease for recording and our searches continued to cover the recording date~~