UNOFFICIAL CO48/018 32 001 Page 1 of

2000-11-17 15:55:32

Cook County Recorder

27.50

SSA Unit No.: 8321

Location: 3731 W. Roosevelt Rd., Chicago, IL

T&C: 05-456-IL-380

00-04830 104

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that SPEEDWAY SUPERAMERICA LLC (successor by merger to Emro Marketing Company), a Delaware limited liability company whose address is P.O. Box 1500, Springfield, Ohio 45501, GRANTOR, for the consideration of Ten and No/100 Dollars (\$10.00), received to its full satisfaction of PETROL PROPERTIES, LLC, a Wisconsin limited liability company, whose tax mailing address is c/o National Petroleum. Inc., 6621 39th Avenue, Kenosha. Wisconsin 53142, GFAVITEE, grants, bargains, and conveys to said GRANTEE the following described real estate ("Property") in its existing "as is" condition in the County of Cook, State of Illinois:



Above Space for Recorder Use Only

Lots 1, 2, 3 and 4 in Block 1 in Yance and Phillips Boulevard Addition in the Northwest 1 /4 of Section 23, Township 39 North Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PRIOR DEED REFERENCE: Doc. #944094 94

PARCEL INDEX NUMBER: 16-23-104-001-0109 and 16-23-104-002-0000

Subject to the following "Permitted Exceptions":

(a) taxes and assessments (both general and special) not now due and payable; (b) zoning ordinances, subdivision and planning laws and regulations and building code restrictions and all laws, rules and regulations relating to land and structures and their use, including, but not limited to, governmental regulations relating to buildings, building construction, building line and use and occupancy restrictions, and violations of any of the foregoing; (c) easements, conditions, reservations, agreements and lestrictions of record, if any; (d) such a state of facts as an accurate survey might show; and (e) all legal roads and highways.

AND GRANTOR, subject to the Permitted Exceptions, covenants with said GRANTEE that GRANTOR will forever warrant and defend the title to the above-granted Property against all persons lawfully claiming the same by, through or under GRANTOR, but against none other; provided, however, that any one claim or all claims and demands in the aggregate, pursuant to this warranty, shall in no event exceed the amount of consideration paid by GRANTEE to GRANTOR, which the parties agree is Four Hundred Forty-one Thousand Five Hundred Forty-five and no/100 Dollars (\$441,545.00).

To reduce risks to human health and/or the environment, and to permit application of corrective action standards which are consistent with the nonresidential use (or other lower-risk use) of the Property, this conveyance is made by GRANTOR and accepted by GRANTEE upon the express condition and subject to the restrictions and covenants that: (i) the Property shall not be used or occupied (if used or occupied at all) for residential purposes or for purposes of a childcare or eldercare facility, a nursing home facility or hospice, a hotel or motel, a medical or dental facility, a school, a church, a park, or a hospital; (ii) any building constructed on the Property shall have a slab-on-grade foundation with the top of the slab at or above surface level; and (ii) no water supply wells of any kind (including, without limitation, water

wells used for drinking, bathing or other human consumption purposes and water wells used for livestock, farming or irrigation) shall be installed or used on the Property (collectively, "Exposure Restriction"); provided, however, that the Exposure Restriction does not prohibit the installation or use of any compliance wells, or any groundwater monitoring, recovery or extraction wells or similar devices used for or related to the performance of assessments, remediation or any other corrective action on the Property now or in the future. GRANTEE hereby agrees to indemnify, defend and hold harmless GRANTOR from and against any and all losses, damages, claims, suits or actions, judgments and costs (including reasonable attorney fees) that arise out of or relate to any use of the Property which is in violation of or inconsistent with the Exposure Restriction. The Exposure Restriction shall run with the Property and each portion thereof for the benefit of GRANTOR and shall bind GRANTEE, its successors, assigns and all future owners of the Property, and their respective directors, officers, employees, contractors, agents, representatives, lessees, licenses, invitees, and any user or occupant of all or any portion of the Property

IN WITNESS WHEREOF, said Speedway SuperAmerica LLC sets its hand this also day of DIEV, 2000. WITNESS: Speedway SuperAmerica LLC Name: G. E Sr. Vice President - Operations Printed: STATE OF OHIO SS **COUNTY OF CLARK** The foregoing instrument was acknowledged beiore me this 30 day of 30% as 2000 by G. E. Buroker, the Sr. Vice President - Operations of Sr eedway SuperAmerica LLC, a Delaware limited liability company, on behalf of the company. No ary Public My Commission Expires: PATTY K. HOLLISTER, Notary Public State of Ohio THIS INSTRUMENT WAS DRAFTED BY: My Commission Expires Jeffrey L. Benson Senior Group Counsel 539 South Main Street Findlay, Ohio 45840 AFTER RECORDING MAIL TO: ADDRESS OF PROPERTY: 3731 West Roosevelt Road Chicago, IL

The Above Address is For Statistical Purposes Only And is Not a Part of This Deed.

SEND SUBSEQUENT TAX BILLS TO:

PLAT ACT AFFIDAVIT

00908213

State of Ohio)
) S.S.
County of Clark)

G. E. Buroker, being duly sworn on oath states that he is the Sr. Vice President - Operations of Speedway SuperAmerica LLC and that the attached deed is not in violation of Section 1 of Chapter 109 of the Illinois Revised Statutes for one of the following reasons: (Circle the number below which is applicable to attached deed or lease.)

Said Act is not applicable as the grantors own no property adjoining the premises described in said deed. (Existing Parcel)

OR

the conveyance falls in one of the following exemptions permitted by the Amended Act which became effective July 17, 1959.

- 2. The division or subdivision of and into parcels or tracts of 5 acres or more in size which does not involve any new success or easements of access.
- 3. The division of lots or blocks of less than 1 acres in any recorded subdivision which does not involve any new streets or easements of access.
- 4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
- 5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
- 6. The conveyance of land owned by railroad or other public utility which does not involve any new streets or easements of access.
- 7. The conveyance of land for highway or other public purposes or grants co conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
- 8. Conveyances made to correct descriptions in prior conveyances.
- The sale or exchange of parcels or tracts of land existing on the date of the Amendatory Act, July 17, 1959, into no more than 2 parts and not involving any new streets or easements of access.
- The sale of a single lot of less than 5 acres from a larger tract when a survey is made by a registered surveyor; provided, however, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

00908213

Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois to accept the attached deed for recording.

Subscribed and sworn to before me this 30 day of 0000.

Notary Public

My Commission Expires:

PATTY K. HOLLISTER: Notary Public

State of Ohio

My Commission Expires Nov. 14, 2004

City of Chicago
Dept. of Revenue
239955

Real Estate Transfer Stamp \$3,315.00 REAL ESTATE TRANSACTION TAX

REAL ESTATE
TRANSFER TAX

0016825

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STATE OF ILLINOIS

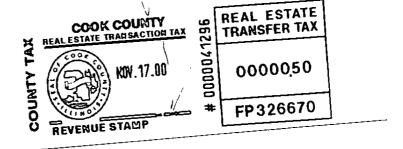
REAL ESTATE
TRANSFER TAX

O033750

REALESTATE TRANSFER TAX

PEALESTATE TRANSFER TAX

FP326660



A CHARLES

A Clerk's Office