2001-05-25 15:05:28

Cook County Recorder

53.88

#### THIS INSTRUMENT PREPARED BY:

Marcia Owens WILDMAN, HARROLD, ALLEN & DIXON 225 West Wacker Drive, Suite 2800 Chicago, Illinois 60606

AFTER RECORDING THIS INSTRUMENT SHOULD BE RETURNED TO:

James P. Antonopoulos 5045 North Marlem Chicago, Illinois 60656-3501

MAIL SUBSEQUENT TAX BILLS TO:

Chris Nicholoposos 8901 N. Oleander

### SPECIAL WARRANTY DEED IN TRUST

THIS INDENTURE, made as of May 14, 2001, from 159-80, L.L.C., an Illinois limited liability company, having an address of c/o Midwest Property Group, Ltd., 920 York Road, Suite 200, Hinsdale, Illinois 60521 ("Grantor"), to LASALLE SANK NATIONAL ASSOCIATION, not personally, but solely as Trustee under Trust Agreement (ated February 13, 2001, and known as Trust No. 127243, having an address of 135 S. LaSalle Street, Chicago, Illinois 60603 ("Grantee"), WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, by Crantee, 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 and described in Exhibit A attached hereto and made a part hereof, together with all and singular the improvements and textures 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 hereditaments 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.

**BOX 333-CTI** 

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And Grantor, for itself and its successors, does covenant, promise and agree to and with Grantee, and with 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 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 of the exceptions set forth in Exhibit B attached hereto and made a part hereof (the "Permitted Exceptions").

Full power and authority are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof: to dedicate parks, street, highways or alleys; to vacate any subdivision or part thereof, and to resubdivide said property as often as desired; to contract to seli: to grant options to purchase; to sell on any terms; to convey either with or without consideration; to convey said premises or any part thereof to a successor or successors in trust and to grant is such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee; to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof; 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 198 years, and to renew of extend leases upon any terms and for any period or periods of time and to amend, change or modify lesses 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; to partition or to exchange said property, or any part thereof, for other real or personal property; to grant easements or charges of any kind; to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof; and 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.

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; and 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, (a) 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; (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in any trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder; (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that such successors 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 or their Doc. No.: 614226 v.1

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predecessor in trust.

The interest of each and every beneficiary hereunder 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, and such interest is hereby declared to be personal property, and no beneficiary hereunder 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.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

And the said grantors hereby expressly waive and release any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

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C004

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

159-80, L.L.C., an Illinois limited liability company

J.J. Javors, Managing Member

10-46-54

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 *J.J. Javors*, personally known to me to be the Managing Member of 159-80, *L.L.C.*, an Illinois corporation, appeared before me in person and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act, and as the free and voluntary act of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of May, 2001.

My Commission Expires on \_\_\_\_\_

"OFFICIAL SEAL
C. FAGAN
Notary Public, State of Illinois
My Commission Expires Nov 9, 2004

Notary r

STATE OF ILLINOIS

WAY 24.01

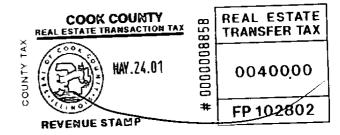
REAL ESTATE TRANSFER TAX

DEPARTMENT OF REVENUE

REAL ESTATE

TRANSFER TAX

FP 102808



#### **EXHIBIT A**

#### **LEGAL DESCRIPTION**

LOT 3 IN FINAL PLAT OF LAC SUBDIVISION, A PART OF A TRACT OF LAND BEING THE NORTH 300.80 FEET OF THE SOUTH 330 FEET (EXCEPT THE EAST 648.00 FEET) OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 21, 1997 AS DOCUMENT 9/874579, IN COOK COUNTY, ILLINOIS.

PIN NUMBER:

27-13-317-003-0000

**COMMON ADDRESS:** 

104 (S) 54 7900 W. 159<sup>TH</sup> STREET, ORLAND PARK, ILLINOIS

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#### **EXHIBIT B**

#### PERMITTED EXCEPTIONS

- 1. Taxes for the year 2000 and 2001 not yet due or payable.
- 2. Any and all claims and matters arising as a result of any action or actions of Grantee.
- 3. Lease with Tuffy Associates Corp., dated as of 10/28/99.
- 4. Terms, provisions and conditions of the Declaration of Covenants, Conditions, Restrictions and Easements, recorded November 21, 1997 as Document 97874580.
- 5. Rights of way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
- 6. Lease made by 1.59-80 L.L.C., an Illinois limited liability company, to Bond Drug Company of Illinois, an Illinois corporation, dated August 19, 1996, a Memorandum of which was recorded December 31, 1996 as Document No. 96983337, demising the land for a term of 60 years, and all rights thereunder of, and all acts done or suffered thereunder by, said Lessee or any party claiming by, through, or under said Lessee.
- Rights, if any, of the United States of America, the State of Illinois, the Municipality and the public in and to that part of the land lying within the detention pond as disclosed by Plat recorded November 21, 1997 as Document 97874579 and the rights of other owners of land bordering thereon in respect to the water of said river.
- 8. Rights of owners of land bordering on the body of water as disclosed by Plat recorded November 21, 1997 as Document 97874579 in respect to the water and use of the surface of said body of water.
- 9. Development Agreement (Walgreen's Northeast Corner of 159<sup>th</sup> and 80<sup>th</sup> Avenue) by and between the Village of Orland Park, and 159-80 L.L.C., an Illinois limited liability company, recorded July 22, 1997 as Document 97528232.
- 10. Easement in favor of Commonwealth Edison, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded/filed as Document No. 97785399, affecting the land.
- 11. Utility Easement to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the Plat recorded/filed as Document No. 97874579, affecting the land.
- 12. Stormwater Detention Area as shown on Plat of Subdivision recorded November 21, 1997 as Document 97874579.
- 13. Terms, conditions and restrictions contained in that certain Cross Access Agreement

recorded November 21, 1997 as Document 97874579.

- 14. The Plat of Subdivision recorded November 21, 1997 as Document 97874579 and all terms, conditions and provisions contained thereon.
- 15. Terms, conditions, covenants and restrictions as set forth in the Cross Access Easement Agreement recorded December 22, 2000 as Document 0001006774.

Property of Cook County Clark's Office