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2001-12-05 11:40:48

Cook County Recorder 27.00

MAIL RECORDED DOCUMENT TO:

Shawn K. Hankins, Esq.
Kirk, Ehlers, Hankins & Brooks
7646 W. 159th Street
Orland Park, Illinois 60462



PERMANENT INDEX NUMBER:

27-10-301-009-0000

PROPERTY ADDRESS:

50 Orland Square Drive
Orland Park, Illinois 60462-3276

SPECIAL WARRANTY DEED

THIS INDENTURE, made as of November 26, 2001 between LASALLE BANK NATIONAL ASSOCIATION, a national banking association, (the "Grantor"), and CARPET INTERIORS, INC. an Illinois corporation, (the "Grantee"), WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars paid by the Grantee, the receipt whereof is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY to the Grantee, and to its successors and assigns, FOREVER, all the following described real estate, situated in the County of Cook and State of Illinois known and described as follows:

See legal description on Exhibit A hereto

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the Grantee, its successors and assigns forever.

And Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND DEFEND, subject only to the Permitted Exceptions as set forth on Exhibit B hereto.

This conveyance is expressly made subject to the restrictive covenant attached hereto as Exhibit C.

BOX 333-CTI

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IN WITNESS WHEREOF, said Grantor has caused its name to be signed the day and year first above written.

LASALLE BANK NATIONAL
ASSOCIATION

By: Kelly Stradinger
Name: Kelly Stradinger
Title: Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

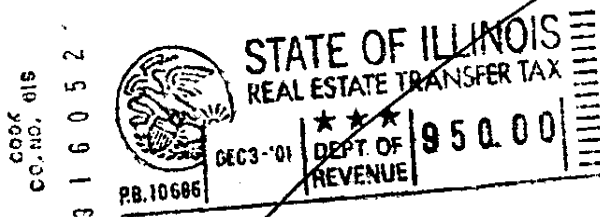
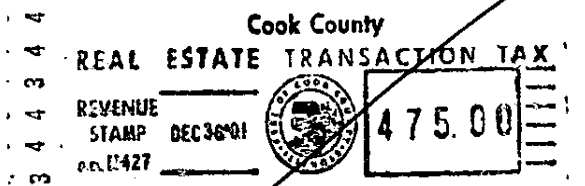
I, the undersigned a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kelly Stradinger, personally known to me to be the Vice President of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officer, _____ signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act and deed of LaSalle Bank National Association, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 29 day of November, 2001.

Carol Krinski
Notary Public

Commission Expires: July 12, 2005

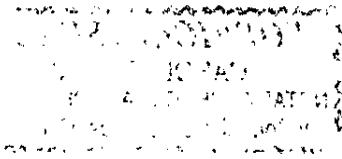
This instrument was prepared by Valeria St. Vicina Bailey, Esq., 135 South LaSalle Street, Suite 925, Chicago, Illinois 60603.



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EXHIBIT B

PERMITTED EXCEPTIONS

1. COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD PROVIDED THEY DO NOT UNREASONABLY INTERFERE WITH GRANTEE'S INTENDED USE OF THE PREMISES;
2. PUBLIC AND UTILITY OF RECORD AND ROADS AND HIGHWAYS, IF ANY;
3. SPECIAL TAXES OR ASSESSMENTS FOR IMPROVEMENTS NOT YET COMPLETED AS OF SEPTEMBER 20, 2001;
4. INSTALLMENTS NOT DUE AS OF SEPTEMBER 20, 2001 OR ANY SPECIAL TAX OR ASSESSMENT FOR IMPROVEMENTS THERETOFORE COMPLETED;
5. GENERAL TAXES FOR THE YEAR 2001 AND SUBSEQUENT YEARS;
6. MATTERS ARISING BY, THROUGH OR UNDER GRANTEE; AND
8. ANY OTHER EXCEPTIONS AS APPROVED BY GRANTEE.

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EXHIBIT C

Restrictive Covenant

The conveyance of the premises conveyed hereby shall be subject to the express conditions and agreements in the restrictive covenant set forth as follows:

(a) In consideration of Grantor selling the premises conveyed hereby at the agreed upon purchase price, Grantee, on behalf of itself and its successors and assigns, agrees that for a period commencing with the date of this Special Warranty Deed and ending July 1, 2002, the premises conveyed hereby shall not be used or occupied, in whole or in part, for any retail or commercial bank, savings and loan, credit union, financial institution which accepts deposits and/or makes loans, or for any other similar purpose.

(b) Grantor or any successor or assign shall have the right to enforce, by any proceeding at law or in equity, the restrictive covenant imposed hereby. Any owner or occupant of the property found to be in violation by a court of competent jurisdiction of any of the foregoing shall also be liable for reasonable attorney's fees incurred by the Grantor or any successor or assign in prosecuting such action. The amount of such attorney's fees together with court costs, if unpaid, shall constitute a lien against the premises conveyed hereby, enforceable in accordance with applicable law. Failure by Grantor, or any successor or assign, to enforce the covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(c) Invalidation of any portion of this restrictive covenant by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

(d) If and to the extent that any portion of this restrictive covenant would otherwise be unlawful or void for violation of (i) the rule restricting restraints on alienation, or (ii) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and endure for the maximum period of time as permitted by applicable law or as deemed permissible by a court of competent jurisdiction.

(e) All the easements, rights, covenants, agreements, reservations, restrictions and conditions herein contained shall run with the land and shall inure to the benefit of and be binding upon Grantee, Grantor and each subsequent holder of any interest in any portion of the premises conveyed hereby and their grantees, heirs, successors, personal representatives and assigns with the same full force and effect for all purposes as though set forth at length in each and every conveyance of the premises conveyed hereby or any part thereof.

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EXHIBIT A

Legal Description

PARCEL 1:

UNIT D-1 IN ORLAND SQUARE PLANNED DEVELOPMENT BEING A SUBDIVISION OF PART OF THE SOUTH WEST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 2, 1976 AS DOCUMENT 23506357, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NON-EXCLUSIVE EASTMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, IN AND UPON RING ROAD AND ACCESS ROADS SITUATED BETWEEN THE RING ROAD AND PUBLIC ROADS AS ESTABLISHED BY GRANT OF EASEMENT DATED APRIL 16, 1976 AND RECORDED JUNE 2, 1976 AS DOCUMENT 23506359, FROM LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 10, 1975 AND KNOWN AS TRUST NUMBER 48700, TO TALMAN FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, IN COOK COUNTY, ILLINOIS.

STREET ADDRESS: 50 Orland Square Drive
Orland Park, Illinois 60462-3276

PIN: 27-10-301-009

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