

**SPECIAL WARRANTY  
DEED**  
(Corporation to Corporation)



AFTER RECORDING RETURN TO:  
Attn: Christine A. Renner  
LandAmerica - Nat'l Commercial Svcs.  
10 South LaSalle Street, Suite 2500  
Chicago, IL 60603 041-29358

NAME & ADDRESS OF TAXPAYER:  
Steak N Shake Operations, Inc.  
500 Century Building  
36 S. Pennsylvania Street  
Indianapolis, Indiana 46204

THIS INDENTURE, made as of this 6th day of September, 2002, between OPUS NORTH CORPORATION, an Illinois corporation ("Grantor"), and STEAK N SHAKE OPERATIONS, INC., an Indiana corporation, having an address of 500 Century Building, 36 S. Pennsylvania Street, Indianapolis, Indiana 46204 ("Grantee"), WITNESSETH, that Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Grantee, the receipt whereof is hereby acknowledged, and pursuant to authority given by the Board of Directors of said corporation, by these presents does GRANT, BARGAIN AND SELL unto Grantee, and to its successors and assigns, FOREVER, all the following described Real Estate (the "Premises") situated in the County of Cook, the State of Illinois, known and described as follows, to wit:

Parcel 1: Outlot 1 in Willow Creek Center, being a resubdivision of part of the Northeast 1/4 and the Southeast 1/4 of Section 22, Township 42 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded December 23, 1999 as Document 09192216, in the Village of Glenview, Cook County, Illinois, said plat having been amended by Certificate of Revision and Correction recorded December 29, 1999 as Document 09204789, and further amended by Affidavit recorded April 12, 2001 as Document 0010296621.

Parcel 2: Easements for ingress, egress and parking, utilities, construction, maintenance and reconstruction and monument sign as set forth in Operation and Easement Agreement between Dayton Hudson Corporation and Opus North Corporation, recorded April 20, 1998 as Document 98312944, and as amended by First Amendment to Operation and Easement Agreement dated December 22, 1999 recorded December 29, 1999 as Document 09204790, and Assignment of Operation and Easement Agreement and Assumption Agreement dated March 30, 2001 and recorded April 12, 2001 as Document 0010296624.

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Permanent Index No.: 04-22-202-014

Premises Address: Vacant land located South of Willow Road and West of Ravine Way, Glenview, Cook County, Illinois

together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise 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 Grantor, either in law or equity, of, in and to the Premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the Premises, with the appurtenances, unto Grantee, its successors and assigns forever.

And Grantor, for itself and its successors, does covenant, promise and agree to and with Grantee, its successors and assigns that it has not done or suffered to be done anything whereby the Premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that it WILL WARRANT AND DEFEND the Premises against all persons lawfully claiming, or to claim the same, by, through or under it, subject to those matters set forth in Exhibit A attached hereto and made a part hereof.

*[Signature page follows.]*

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In Witness Whereof, said Grantor has caused its name to be signed to these presents by its \_\_\_\_\_ President the day and year first above written.

OPUS NORTH CORPORATION, an Illinois corporation

CM

By: John M. Crocker, Jr.  
Name: John M. Crocker, Jr.  
Its: President

Property of COOK COUNTY

STATE OF ILLINOIS  
COUNTY OF COOK

}  
} ss.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John M. Crocker, Jr., personally known to me to be the \_\_\_\_\_ President of OPUS NORTH CORPORATION, an Illinois corporation, and 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 acknowledged that as such \_\_\_\_\_ President, he signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 5<sup>th</sup> day of September, 2002.

Guadalupe Garcia  
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 3/11/03



PREPARED BY:  
D. Albert Daspin  
Holland & Knight LLC  
One Mid America Plaza, Suite 1000  
Oakbrook Terrace, Illinois 60181-4710

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## Exhibit A

### PERMITTED EXCEPTIONS

1. General taxes for the year 2001 and subsequent years.
2. Amended and Restated Declaration of Protective Covenants for Glenview North Shore Park recorded August 1, 1996 as Document 96590155 and amended by First Amendment to Amended and Restated Declaration of Protective Covenants for Glenview North Shore Park recorded January 12, 1998 as Document 98027733 and Second Amendment recorded August 1, 2001, as Document 0010696675.
3. Amended and Restated Annexation Agreement made by and between the Village of Glenview, Missionary Sisters Servants of the Holy Spirit and Marathon U.S. Realities, Inc., recorded August 1, 1996 as Document 96590154.
4. Easement in favor of Ameritech, the Commonwealth Edison Company, Nicor Gas, Chicago Cable TV and the Village of Glenview, and their respective successors and assigns, and the provisions relating thereto contained in the Plat recorded as Document No. 98201977, affecting the west 16 feet of Lots R-2 and R-3, the north 15 feet of Lots R-1 and R-2, and 15 feet along the east line of Lots R-1 and R-2 some of which falls in Ravine Way.
5. Declaration of Protective Covenants for North Shore Corporate Park recorded April 15, 1998 as Document 98299149.
6. Tenants' rights in the common areas defined in the unrecorded leases listed below and to those portions of said leases which address prohibited uses and tenant exclusives:
  - A. Memorandum of Lease by and between Opus North Corporation and OfficeMax, Inc., dated March 13, 2000, recorded April 14, 2000, as Document No. 00268013.
  - B. Lease made by Kohl's Department Stores, Inc., a Delaware corporation and Opus North Corporation dated February 26, 1998, a Memorandum of which was recorded April 23, 1998, as Document No. 98326512.

Note: Said leases do not include any possessory rights in or to Outlot 1.

7. Rights of the adjoining owner(s) to the concurrent use of, and terms, provisions, covenants and restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons), contained in the Operation and Easement Agreement between Dayton Hudson Corporation and Opus North Corporation, recorded April 20, 1998 as Document 98312944 which does not contain a reversionary or forfeiture clause. First Amendment to Operation and Easement Agreement recorded December 29, 1999, as Document No. 09204790 by and between Dayton Hudson Corporation and Opus North Corporation. Assignment of Operation and Easement Agreement and Assumption

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Agreement recorded April 12, 2001, as Document 0010296624, by and between Opus North Corporation and PERA Willow Creek, Inc.

8. Terms, provisions, covenants and restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons), contained in the Declaration of Proration of Cost Allocation under OEA made by Opus North Corporation, and dated as of December 22, 1999, recorded December 29, 1999, as Document Number 09204791 which does not contain a reversionary or forfeiture clause.

9. Terms, provisions, covenants and restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons), contained in the Declaration of Water Main Easement made by Opus North Corporation, an Illinois corporation and dated December 23, 1999, recorded December 29, 1999, as Document 09204792, which does not contain a reversionary or forfeiture clause.

10. Terms, provisions, covenants and restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons), contained in the Declaration of Restrictive Use made by Opus North Corporation, an Illinois corporation and dated as of December 22, 1999, recorded December 29, 1999, as Document 09204793, which does not contain a reversionary or forfeiture clause.

11. Terms, provisions, covenants and restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons), contained in the Declaration of Restrictive Use made by Opus North Corporation and dated as of December 22, 1999, recorded December 29, 1999 as Document 09204794, which does not contain a reversionary or forfeiture clause.

12. Restrictions, covenants, building lines, and easements shown on the Plat of Subdivision recorded December 23, 1999 as Document 09192216, said plat having been amended by Certificate of Revision and Correction recorded December 29, 1999 as Document 09204789, and further amended by Affidavit recorded April 12, 2001 as Document 0010296621.

13. Restrictive Covenant Agreement made by Opus North Corporation and PERA Willow Creek, Inc., dated as of March 30, 2001 and recorded April 12, 2001 as Document 0010296623 and the terms and conditions contained therein.

14. Rights of the public, state, county and municipality in which the Premises is located in and to that part of the land used for road purposes, as shown on survey prepared by Joseph A. Schudt & Associates, dated April 5, 2002, Job No. 0219-215.



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15. Restrictive Covenant Agreement by and between Opus North Corporation and IHOP Realty Corp. dated as of August 1, 2002 and recorded August 8, 2002 as Document 0020872386.

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