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2000-05-12 13:24:15

Cook County Recorder

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Recording Requested by:

And When Recorded Return to:

00342940

Freeborn & Peters
Suite 3000
311 South Wacker Drive
Chicago, Illinois 60606-6677
Attn: Gereid P. Callaghan, Esq.

(Space Above this Line for County Recorder's Use Only)

Special Warranty Deed (Melrose Business Center)

THIS INDENTURE, made this 1912 day of April, 2000, between OPUS NORTH CORPORATION, a corporation created and existing under and by virtue of the laws of the State of Illinois ("Grantor"), and VILLAGE OF MELROSE PARK, a municipal corporation created and existing under and by virtue of the laws of the State of Illinois ("Grantee"), WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto Grantee, and its heirs, successors and assigns, FOREVER, all the real estate, situated in the County of Cook and State of Illinois known and described on Exhibit A attached hereto and incorporated herein by reference, subject to the reservation of rights by Grantor, on behalf of itself, and its successors and assigns, as described on Exhibit B attached hereto and incorporated herein by reference.

Together with all and singular the hereditaments and appurtentages 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 or whatsoever, of Grantor, either in law or in 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 Grantee, and its successors and assigns forever.

And Grantor, for itself, and its successors, does covenant, promise and agree, to and with Grantee, its heirs 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 to: (i) those matters shown on **Exhibit C** attached hereto and incorporated herein by reference; and (ii) all other matters whether or not of record (but only to the extent not done or suffered by Grantor, or persons claiming by, through or under Grantor).

Exempt under provisions of Peregraph b Section 4, Real Estato Temper Act.

41900

Date

Buyer, Seller, or Representative

00342940

Permanent Real Estate Index Number(s): See Exhibit A attached hereto and incorporated herein by reference.

Address(es) or real estate: The property described on Exhibit A attached hereto and incorporated herein by reference is located at 1600 North 25th Avenue, Melrose Park, Illinois.

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

GRANTOR:

Property of Cook County Clark's Office OPUS NORTH CORPORATION, an

This Deed was prepared by:

W. Craig Fowler, Esq. O'Brien, O'Rourke & Hogan **Suite 2900** 10 South LaSalle Street Chicago, Illinois 60603 (312) 739-3500

00342940

Acknowledgment

STATE OF ILLINOIS

55.
COUNTY OF COOK
I, Myisty A. Pevez, a notary public in and for said
County, in the State aforesaid, DO HEREBY CERTIFY that \\\OM\\ (\) \\\\ \\\\\\\\\\\\\\\\\\\\\\\\\\\
personally known to me to be the WesiGent of OPUS NORTH CORPORATION
an Illinois corporation, and personally known to me to be the same person whose name is
subscribed to the foregoing jastrument, appeared before me this day in person and acknowledged
Illat as such TYCOLL WALL signed and delivered the said instrument nursuant to
authority, given by the Board of Directors of said corporation as (1)\ free and voluntary act, and
is the free and voluntary act and deed of said corporation, for the uses and purposes therein set
Forth.
GIVEN and a market a second of the
GIVEN under my hand and official seal this OH day of April, 2000
Mista ()
Notary Public
rotary rubite
Printed Name: Christy A. Perer
Resident of:
Commission Expires: 11 24 2002
{"OFFICIAL SEAL"
CHRIST, A. PEREZ
NOTARY PUBLIC, STATE OF ILLINOIS

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Exhibit A to Special Warranty Deed -- Legal Description of Land

The East 30 feet of Lot 2 in the Chase Subdivision, a Resubdivision of part of Lots 1, 2 and 3 in Owner's Division of part of the East 70 acres of the Northeast quarter of Section 4, Township 39 North, Range 12 East of the Third Principal Meridian, South of the Indian Boundary Line, in Cook County, Illinois

Commonly known as: 1600 North 25th Avenue, Melrose Park, Illinois

Real Estate Tax No.: 15-04-209-013-0000

Tax No.

Cook County Clerk's Office

00342340

Exhibit B to Special Warranty Deed -- Reservation of Rights

Grantor, on behalf of itself and its successors and assigns, hereby forever reserves the right to three (3) full access driveways in the western right-of-way of 25th Avenue, Melrose Park, Illinois, over and across the property which is the subject of this Special Warranty Deed, as described in, and to the extent allowed under, that certain Illinois Department of Transportation Highway Permit (District Serial No. 1-99-0374).

Property of Cook County Clark's Office

Exhibit C to Special Warranty Deed -- Permitted Encumbrances

- Taxes and assessments which are a lien, but which are not yet billed (as of the 1. date of this Special Warranty Deed), or are billed but are not yet delinquent (as of the date of this Special Warranty Deed), and any assessments not shown on the public record; provided, however, that Grantor will remain contractually obligated to Grantee for the payment of Grantor's pro rata share of all taxes and assessments through the date which is one day prior to the date of this Special Warranty Deed, and Grantor will pay such pro rata share to Grantee within thirty (30) days after Grantee has delivered a copy of each relevant tax bill to Grantor.
- 2. Any laws, regulations or ordinances (including, without limitation, zoning, building and environmental matters) as to the use, occupancy, subdivision or improvement of the subject property adopted or imposed by any governmental agency.
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 Clarks

 Office 3. Acts done or suffered by, through or under, or judgments against, Grantee.

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