

# UNOFFICIAL COPY



This instrument prepared by:  
Beverly Klug  
Equilon Enterprises LLC  
12700 Northborough Drive, Suite 300  
Houston, Texas 77067

Doc#: 0335633167  
Eugene "Gene" Moore Fee: \$34.00  
Cook County Recorder of Deeds  
Date: 12/22/2003 11:02 AM Pg: 1 of 6

After recording, return to:  
3158 W. 95<sup>th</sup> Street, L.L.C.  
c/o Richard B. Michaels  
Attorney at Law  
309 W. Washington Street, Suite 500  
Chicago, Illinois 60606

## SPECIAL WARRANTY DEED WITH RESTRICTIVE COVENANT

THIS IS A SPECIAL WARRANTY DEED dated December 12, 2003, and effective Dec 17, 2003, by **EQUILON ENTERPRISES LLC**, a Delaware limited liability company, with offices at 12700 Northborough, Ste. 300, Attn: Real Estate Administration, Houston, Texas 77067, (herein called "Grantor") to **3158 W. 95<sup>th</sup> STREET. L.L.C.**, an Illinois limited liability company, with an address of 309 W. Washington Street, Suite 500, Chicago, Illinois 60606 (herein called "Grantee").

GRANTOR, for good and valuable consideration received, hereby grants to Grantee the following described Property (the "Property") situated at **3158 West 95th Street, in the City of Evergreen Park, County of Cook, State of Illinois;**

See Attached Exhibit A for Description

Together with all rights, privileges and appurtenances thereto LESS AND EXCEPT: All right, title and interest in and to any oil, gas and other minerals (including without limitation, helium, lignite, sulfur, phosphate and other solid, liquid and gaseous substances), regardless of the nature thereof and whether similar or dissimilar, and the right to explore for, develop and produce same, as well as the right to lease the Property herein conveyed for such purposes, and all mineral and royalty rights whatsoever in, on or under and pertaining to the Property but without the right to use, or right of any ingress to or egress from the surface of the Property herein conveyed for exploration or producing purposes.

TO HAVE AND TO HOLD the same unto Grantee and Grantee's heirs, administrators, executors, successors and assigns forever; but

SUBJECT to the following:

Encroachments, protrusions, easements, changes in street lines, rights-of-way and other matters that would be revealed by a current on the ground survey and inspection of the Property.

Recorded leases, agreements, easements, rights-of-way, covenants, conditions and restrictions as the same may be of present force and effect. Zoning regulations, ordinances, building restrictions, regulations and any violations thereof.

The lien for real property taxes for the current year, and any liens for special assessments which, as of the date hereof, are not due and payable.

8174 994 DRAWN 1/13

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**BOX 333-CR**

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IN ADDITION TO THE FOREGOING, Grantor grants the Property to Grantee subject to the following covenants and restrictions.

Additional consideration furnished by Grantee, as an inducement to Grantor to enter into this Agreement and sell the Property at a reduced purchase price, is Grantee's covenant and agreement that the following covenants and restrictions shall be observed during the period of ten (10) years after the date of recording of this Special Warranty Deed. No motor vehicle fuels whatsoever, including but not limited to petroleum products, shall be advertised, stored, sold or distributed on the Property, or any part thereof. The term "motor vehicle fuels" shall not include lubricants, additives, solvents, cleaners, or anti-freeze (the "Restrictive Covenant," whether one or more). The Restrictive Covenant shall expire automatically at the end of such ten (10) year term without need for filing a release, or other action of either Grantor or Grantee. Grantee hereby acknowledges that the terms, conditions and duration of the Restrictive Covenant are fair and reasonable. Grantee hereby agrees that, in the event the Restrictive Covenant is violated, Grantor (i) may elect to enforce the Restrictive Covenant by an action in equity to obtain an injunction against any violation of the Restrictive Covenant; and (ii) may pursue any other remedy available at law or in equity for any breach of the Restrictive Covenant.

There shall be no basement on the Premises, no potable drinking water well shall be installed on the Premises and an asphalt cap shall be maintained on the Premises to prevent access to the native soils.

The Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered and conveyed subject to the Restrictive Covenant. The Restrictive Covenant shall run with the land, and pass with each and every portion of the Property, and shall apply to and bind the respective successors in interest thereof. The Restrictive Covenant is imposed upon the entire Property. The Restrictive Covenant is for the benefit of the real property more particularly described on Exhibit 1 to The Special Warranty Deed with Restrictive Covenant (the "Benefited Property"), and the remedies set forth above may be enforced by Grantor and by any successor to Grantor's interest in the Benefited Property.

All purchasers, lessees, and possessors of all or any portion of the Property shall be deemed by their purchase, leasing, or possession of the Property to have agreed to the foregoing. Grantee's acceptance of the deed to the Property evidences Grantee's acceptance of and agreement to the Restrictive Covenant, and Grantee acknowledges that Grantee has received adequate and sufficient consideration for Grantee's acceptance of and agreement to the Restrictive Covenant. Any failure to enforce or waiver of any breach of the Restrictive Covenant shall not constitute a waiver of the Restrictive Covenant or of any subsequent breach thereof or any remedy that may be exercised for breach thereof. The exercise of any remedy for any breach of the Restrictive Covenant shall not preclude the exercise of any other remedy for any breach of the Restrictive Covenant.

SUBJECT to the foregoing, Grantor covenants with Grantee that Grantor will warrant and defend title to the Property against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise.

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EXECUTED by Grantor as of the date first herein specified.

GRANTOR

**EQUILON ENTERPRISES LLC**  
a Delaware limited liability company

By: Charles T. Badrick

Name: Charles T. Badrick

Title: Attorney-in-fact

Date: December 12, 2003

AGREED AND ACCEPTED:

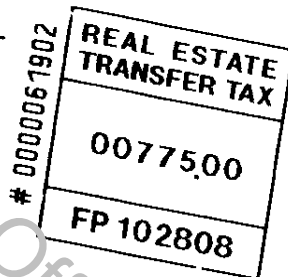
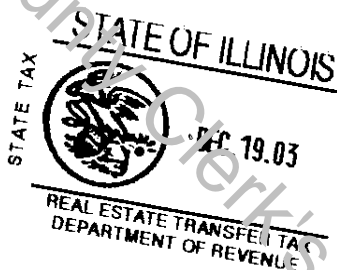
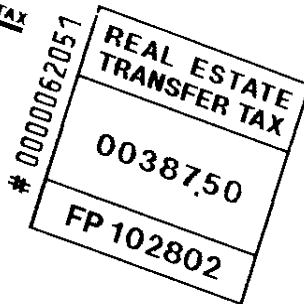
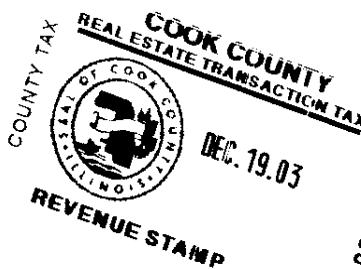
**3158 W. 95<sup>th</sup> STREET, L.L.C.,**  
an Illinois limited liability company

By: Constantine Danos

Name: Constantine Danos

Title: Sole Member

Date: 12/17/03



Village of Evergreen Park

3,875.00  
Kelly A. Kuzo  
Real Estate Transaction Stamp

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State of Texas )  
 ) §  
County of Harris )

The within and foregoing instrument was acknowledged before me this 12th day of December, 2003, by Charles T. Badrick who is the Attorney-in-fact of EQUILON ENTERPRISES LLC, a Delaware limited liability company, on behalf of the company.

Witness my hand and official seal.

*Beverly J. Klug*  
NOTARY PUBLIC

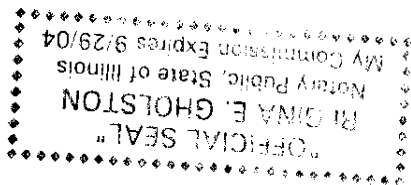


State of ILLINOIS )  
 ) §  
County of COOK )

Before me CONSTANTINE DANDOS (here insert the name and character of the officer) on this day personally appeared \_\_\_\_\_, known to me (or proved to me on the oath of \_\_\_\_\_) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

(Seal)

Given under my hand and seal of office this 17th day of December 2003



*Rhina E. Gholston*

**UNOFFICIAL COPY****EXHIBIT A****PROPERTY DESCRIPTION****PARCEL 1:**

LOTS 21, 22 AND 23 IN BLOCK 1 (EXCEPT THAT PART OF SAID LOTS 21, 22 AND 23 IN BLOCK 1 LYING SOUTH OF A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO EXCEPT THAT PART OF SAID LOTS 21, 22 AND 23 IN BLOCK 1 LYING NORTH OF A LINE 164.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 1) IN H. A. CALLAND'S ADDITION TO EVERGREEN PARK, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 1, EXCEPT THAT PART OF LAST DESCRIBED PART OF LOTS 21, 22 AND 23 IN BLOCK 1 IN H. A. CALLAND'S ADDITION, AFORESAID, LYING SOUTH AND WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 21, DISTANT 50 FEET NORTH OF MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 1; THENCE WEST ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 1 A DISTANCE OF 12.80 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 70.00 FEET AND TANGENT TO LAST DESCRIBED LINE, A DISTANCE OF 30.58 FEET TO A POINT OF COMPOUND CURVATURE; THENCE CONTINUING NORTHWESTERLY ALONG A CURVED LINE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 25.00 FEET A DISTANCE OF 28.35 FEET TO A POINT DISTANT 50.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 1; THENCE NORTH ALONG A LINE PARALLEL TO AND 50 FEET EAST OF SAID WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 1, A DISTANCE OF 85.75 FEET TO A POINT IN THE SOUTH LINE OF THE EAST AND WEST ALLEY, BEING ALSO THE NORTH LINE OF AFORESAID LOT 23, ALL IN COOK COUNTY, ILLINOIS

**PARCEL 2:**

LOTS 15, 16, 17, 18, 19 AND 20 (EXCEPT THAT PART OF SAID LOTS TAKEN FOR WIDENING OF 95TH STREET) IN BLOCK 1 IN H. A. CALLAND'S ADDITION TO EVERGREEN PARK BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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## EXHIBIT 1

### TO SPECIAL WARRANTY DEED WITH RESTRICTIVE COVENANT BENEFITED PROPERTY

Attn: County Tax Assessor's Office

The address below has been listed solely for the purpose of increasing the enforceability of a recorded covenant restricting the future use of the property that is being sold.

The title to the property listed below has not changed, nor has there been a change in the name of the entity responsible for the property's tax obligations.

Therefore, there should be no property tax notice changes entered for this property.

The property benefited by the restrictive covenant is:

2635 W. 87th/Talman Evergreen Park, Illinois Equilon Cost Center #137033

Property of Cook County Clerk's Office