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Prepared by & Return to: Melissa Rollins
Land America NCS
4111 Executive Pkwy., Suite 304
Westerville, OH. 43081



Doc#: 0402346063
Eugene "Gene" Moore Fee: \$38.00
Cook County Recorder of Deeds
Date: 01/23/2004 11:05 AM Pg: 1 of 8

Mail Future Tax Bills to:
Speedway SuperAmerica LLC
500 Speedway Drive, Enon OH 45323

City of Burbank

\$ 3,019.24 THREE THOUSAND NINETEEN &
01-22-04 *Pat Subo* 24/100

Real Estate Transaction Stamp

BILL OF SALE

AND

INSTRUMENT OF CONVEYANCE

Bill of Sale and Instrument of Conveyance dated as of June ~~30~~ 2003, from Wilmington Trust Company, a Delaware banking corporation and William J. Wade, not in their respective individual capacities but solely as owner trustees under a Trust Agreement dated as of September 15, 1987 (herein, together with the respective permitted successors and assigns, collectively referred to as "Seller") in favor of Speedway SuperAmerica LLC, a Delaware limited liability company referred to as "Buyer".

KNOW ALL MEN BY THESE PRESENTS, that Seller for and in consideration of the payment to it or for its account by Buyer for the Leased Station in the amount of \$356,520.04 and other good and valuable consideration and other property, the receipt of which is hereby acknowledged, has sold, granted, bargained, conveyed, assigned, transferred and delivered, pursuant to the Lease Agreement, dated as of September 15, 1987, and by these presents sells, grants, bargains, conveys, assigns, transfers and delivers to Buyer, its successors and assigns all its estate, right, title and interest in and to the property described in Schedule 1 hereto (such property being hereinafter called the "Leased Station").

TO HAVE AND TO HOLD the same unto Buyer, its successors and assigns forever.

BUT EXCLUDING THEREFROM the Land described in Schedule 2 hereto.

Seller does hereby assign to Buyer all of Seller's right, title and interest in and to all manufacturers', distributors', or contractors' warranties, if any, on the property described in Schedule 1 hereto, including without limitation the underground storage tanks, tank linings and product lines.

Seller hereby warrants that Seller hereby conveys such title to the Buyer as Seller had received in the Leased Station, free and clear of Lessor Liens as defined in the said Lease Agreement and subject to such encumbrances described in Schedule 3 hereto.

Seller acknowledges, as stated above, that the payment to Seller for the Leased Station has been made and, accordingly, that this is a fully executed Deed and that Buyer's title to said Leased Station is no way subject to defeasance or forfeiture by reason of any alleged failure of consideration to be received by Seller hereunder.

Notwithstanding anything contained herein or in any other Transaction Document to the contrary, it is expressly understood and agreed by the parties hereto that (a) this Agreement is executed and delivered by Wilmington Trust Company and William J. Wade, not individually or personally but solely as Owner Trustees, in the exercise of the powers and authority conferred and vested in them under the Trust Agreement, (b) each of the representations, undertakings and agreements herein made on the part of the Owner Trustees is made and intended not as personal representations, undertakings and agreements by Wilmington Trust Company and William J. Wade but is made and intended for the purpose for binding only the Trust Estate and (c) under no circumstances shall Wilmington Trust Company and William J. Wade be personally liable for the

METROPOLITAN TITLE CO

Box 45

38 50

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payment of any indebtedness or expenses of the Owner Trustees or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Owner Trustees under this Agreement or the other related documents.

IN WITNESS WHEREOF, the undersigned Seller has caused this Deed to be duly executed the day and year first above written.

Witnesses as to Seller

Barbara E. Baumgardner
Barbara E. Baumgardner
Patricianne Stewart
Patricianne Stewart
Witnesses as to Seller

Tracy McLamb
Tracy McLamb
Tira L. Henry
Tira L. Henry

STATE OF Delaware)
COUNTY OF New Castle) SS.

Before me, the undersigned Notary Public, personally appeared the above named William J. Wade, not in his respective individual capacity, but solely as Owner Trustee under a Trust Agreement dated as of September 15, 1987, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal this 18 day of June, 2003.

Barbara A. Wheeler
Notary Public
NOTARIAL SEAL
BARBARA A. WHEELER
Notary Public - State of Delaware
Date of Appointment: 6-20-02
My Commission Expires: June 20, 2004

My Commission Expires: _____

STATE OF Delaware)
COUNTY OF New Castle) SS.

Before me, a notary public, this June 18, 2003, personally appeared Wilmington Trust Company, not in its respective individual capacity, but solely as Owner Trustee under a Trust Agreement dated as of September 15, 1987, by, **Monica M. Henry**, who acknowledged execution of the foregoing instrument for and on behalf of Wilmington Trust Company, not in its respective individual capacity, but solely as Owner Trustee under a Trust Agreement dated as of September 15, 1987, and, having been first duly sworn, stated that the representations therein are true.

Sherry L. Keating
Notary Public

My Commission Expires: June 28, 2003

SHERRY L. KEATING
NOTARY PUBLIC-DELAWARE
My Commission Expires June 28, 2003

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SCHEDULE 1
to Bill of Sale & Instrument of Conveyance

DESCRIPTION OF LEASED STATION

Address: Harlem Ave. & 79th St.
Burbank, IL

	<u>Quantity</u>	<u>I t e m</u>
1.	1	Building 45' x 75' Masonry Construction
2.	1	Lusterlite Canopy, 101' x 241' with Lighting
3.	7	Tanks. Make: Xerxes; Type: Fiberglass Sizes: (7) 12,000
4.	12	Gilbarco Model MPD-1 Multiproduct Dispensers
5.	4	Gilbarco Model H111B Dispensers
6.	16	Pump Islands
7.	1	10' x 13' Trash Enclosure
8.	x	Concrete Paving
9.	x	Asphalt Paving
10.	x	Fence
11.	8	Red Jacket Submerged Turbine Pumps
12.	8	Yard Lights and Poles
13.	1	66' Flag Pole
14.	1	ECO-Windy 1/2 H.P. Air Compressor
15.	x	Curbing and Drainage Structures
16.	x	Landscaping
17.	x	Set Custom Cabinets
18.	1	Snack Center Cabinet
19.	x	Gondolas & Store Shelving
20.	1	29' x 11'7" Volrath Walk-in Cooler with Shelving
21.	2	Gilbarco Model TCR-G Gasoline Console

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SCHEDULE 1
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DESCRIPTION OF LEASED STATION

Address: Harlem Ave. & 79th St.
Burbank, IL

<u>Quantity</u>	<u>I t e m</u>
22.	4 DTS Model 2100 Cash Register
23.	3 Bunn Coffee Maker
24.	1 Kelvinator 6' Cold Deli Case
25.	1 Fogel 2-Door Storage Refrigerator
26.	1 Plymold Booth
27.	7 2 Tidel and 5 Armour Safes
28.	x Lot Store Room Shelving
29.	1 Manitowoc Ice Maker
30.	1 Kelvinator 3-Door Display Freezer
31.	1 Kol-Pac Walk-in Storage Freezer
32.	2 3-M Intercoms
33.	4 Pay Phones
34.	2 8' x 10' ID/Price Sign & Pole
35.	2 American Sign Canopy Signs
36.	4 Benco Canopy Signs
37.	1 Omega Alarm System
38.	1 5' x 6' "Moving S" Sign
39.	2 5' x 8' Benco Lighted Reader Sign
40.	2 5' x 5' General Indicator Sign

Additional detail and specifications for the above appear in the complete set of "as built" plans and specifications maintained by the Lessee in accordance with Section 10(e) of the Lease.

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 SCHEDULE 2
 to Bill of Sale and
 Instrument of Conveyance

LEGAL DESCRIPTION

PARCEL 1:

THE EAST 164.5 FEET OF THE WEST 214.5 FEET OF THE NORTH 300 FEET OF THE SOUTH 350 FEET OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS; EXCEPT THAT PART OF THE EAST 64.5 FEET OF THE WEST 114.5 FEET OF THE SOUTH 383 FEET OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 30, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH WEST CORNER OF SAID EAST 64-1/2 FEET OF THE WEST 114-1/2 FEET OF THE SOUTH 383 FEET OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF THE SAID SECTION 30, THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTH WEST 1/4 OF SAID SECTION 30, A DISTANCE 64.5 FEET; THENCE NORTH ALONG THE EAST LINE OF SAID EAST 64-1/2 FEET OF THE WEST 114-1/2 FEET OF THE SAID WEST 1/2 OF THE SOUTH WEST 1/4 A DISTANCE OF 50 FEET; THENCE WEST ALONG A LINE PARALLEL TO SAID SOUTH LINE OF SAID SOUTH WEST 1/4, A DISTANCE OF 14.5 FEET TO A POINT OF TANGENCY OF A CURVE CONCAVE TO THE NORTH EAST HAVING A RADIUS OF 50 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 75.45 FEET TO THE WEST LINE OF SAID EAST 64-1/2 FEET OF THE WEST 114-1/2 FEET OF THE SOUTH 383 FEET OF THE WEST 1/2 OF THE SAID SOUTH WEST 1/4, THENCE SOUTH ALONG THE SAID WEST LINE 100.0 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE SOUTH 33 FEET TAKEN OR USED FOR WEST 79TH STREET) AS CONVEYED TO THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS OF THE STATE OF ILLINOIS BY WARRANTY DEED RECORDED MAY 12, 1954 AS DOCUMENT NUMBER 15904381, ALSO EXCEPTING THEREFROM A PART OF THE EAST 164.5 FEET OF THE WEST 214.5 FEET OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 30, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 214.5 FEET OF SAID SECTION AND THE NORTH LINE OF 79TH STREET (AS DEDICATED BY DOCUMENT NUMBER 16884944 DATED MAY 18, 1956); THENCE WEST ALONG THE SAID NORTH LINE A DISTANCE OF 114.5 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC OF A CIRCLE CONCAVE TO THE NORTH EAST HAVING A RADIUS OF 50 FEET, A DISTANCE OF 78.5 FEET TO A POINT OF TANGENCY ON THE EAST LINE OF HARLEM AVENUE (AS DEDICATED BY DOCUMENT NO. 10487999, DATED SEPTEMBER 24, 1929); THENCE NORTH ALONG THE SAID EAST LINE OF HARLEM AVENUE, A DISTANCE OF 40 FEET TO A POINT OF TANGENCY; THENCE SOUTHEASTERLY ALONG AN ARC OF A CIRCLE CONCAVE TO THE NORTH EAST HAVING A RADIUS OF 70 FEET, A DISTANCE OF 109.9 FEET TO A POINT OF TANGENCY ON A LINE LYING 20 FEET NORTH OF AND PARALLEL WITH THE AFORESAID NORTH LINE OF 79TH STREET, SAID

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SCHEDULE 2
to Bill of Sale and
Instrument of Conveyance

LEGAL DESCRIPTION (continued)

POINT LYING 94.5 FEET WEST OF THE EAST LINE OF THE WEST 214.5 FEET OF AFORESAID SECTION; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 94.5 FEET TO A POINT ON THE EAST LINE OF THE WEST 214.5 FEET OF SAID SECTION, SAID POINT BEING 20 FEET NORTH OF THE POINT OF BEGINNING (AS MEASURED ALONG SAID EAST LINE); THENCE SOUTH ALONG THE SAID EAST LINE A DISTANCE OF 20 FEET TO THE POINT OF BEGINNING.

PIN 19-30-300-013

PARCEL 2:

THAT PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 (EXCEPT THE SOUTH 50.0 FEET THEREOF) OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS; LYING EAST OF THE WEST 214.50 FEET OF SAID SOUTH WEST 1/4, WEST OF THE EAST LINE OF THE WEST 329.50 FEET OF SAID SOUTH WEST 1/4, SOUTHERLY AND WESTERLY OF A CURVED LINE CONVEX TO THE SOUTH WEST RADIUS 963.0 FEET, COMMENCING AT A POINT 122.0 FEET NORTH OF THE SOUTH LINE AND 1085.0 FEET EAST OF THE WEST LINE OF AFORESAID 1/4 SECTION AND RUNNING TO A POINT 122.0 FEET EAST OF THE WEST LINE AND 1085.0 FEET NORTH OF THE SOUTH LINE OF SAID SOUTH WEST 1/4 OF SECTION 30, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND, THAT PART OF THE EAST 115 FEET OF THE WEST 329.5 FEET OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 38-NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF 79TH STREET (AS DEDICATED BY DOCUMENT NUMBER 16584944, DATED MAY 18, 1956) AND THE EAST LINE OF THE WEST 329.5 FEET OF SAID SECTION; THENCE WEST ALONG SAID NORTH LINE OF 79TH STREET A DISTANCE 115 FEET TO A POINT, SAID POINT LYING ON THE EAST LINE OF THE WEST 214.5 FEET OF THE AFORESAID SECTION; THENCE NORTH ALONG THE EAST LINE OF THE WEST 214.5 FEET OF THE SECTION A DISTANCE OF 20 FEET TO A POINT; THENCE EAST ALONG A LINE PARALLEL AND 20 FEET NORTH OF THE AFORESAID NORTH LINE OF 79TH STREET A DISTANCE OF 79.5 FEET TO A POINT, SAID POINT LYING 20 FEET NORTH OF THE NORTH LINE OF 79TH STREET AND 35.5 FEET WEST OF THE EAST LINE OF THE WEST 329.5 FEET OF THE AFORESAID SECTION; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 35.5 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF THE WEST 329.5 FEET OF THE SAID SECTION, SAID POINT LYING 18.82 FEET NORTH OF THE POINT OF BEGINNING (AS MEASURED ALONG SAID EAST LINE) THENCE SOUTH ALONG SAID EAST LINE A DISTANCE OF 18.82 FEET TO THE POINT OF BEGINNING.

PIN 1430300-017

Leased station address: 79th St. & Harlem Ave.
Burbank, IL

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SCHEDULE 3 to Bill of Sale and Instrument of Conveyance

PERMITTED ENCUMBRANCES

1. Covenants, conditions and restrictions contained in a deed recorded on June 18, 1954 as Document 15937984 relating to the maintenance of streets and sidewalks, cost, maintaining, extending, enlarging and repairing sewer system, and the location of buildings to be erected on the land.
2. Terms, provisions, conditions and limitations as contained in the ordinance by board of trustees of South Stickney District, Cook County, Illinois establishing charges and rates for the use and service of the sewerage system of the South Stickney Sanitary District, recorded August 17, 1954 as Document 15991259.
3. Easement in favor of Northern Illinois Gas, for the installation, maintenance, repair, relocation, removal and renewal of gas mains granted by Document 17068261 and recorded on November 19, 1957, and the terms and conditions thereof.
4. Title to that portion of the property within the bounds of any roads or highways.
5. Easement in favor of Northern Illinois Gas, for the installation, maintenance, repair, relocation, removal and renewal of gas mains granted by Document 21387569 and recorded on February 3, 1971, and the terms and conditions thereof.
6. Covenants, conditions and restrictions contained in a Deed recorded on February 19, 1980 as Document 25636537 relating to the land conveyed therein not be used in connection with the sale, at retail or wholesale of motor fuel for highway use of a period of 10 years from date thereof.
7. Unrecorded Water Line Easement affects part of Parcel 2. East 10 feet of West 224.50 of North 210 feet of the South 550.00.

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SCHEDULE 3 to Bill of Sale and Instrument of Conveyance

PERMITTED ENCUMBRANCES (continued)

- 8. An unrecorded 15' non-exclusive utility easement granted by Chicago Title and Trust Company, a Trustee, to Commonwealth Edison Company and Illinois Bell Telephone Company under Grant of Easement dated September 1, 1987, covering the following described parcel:

Being part of the West half of the Southwest Quarter of Section 30, Township 38 North, Range 13 East of the Third Principal Meridian of Cook County, Illinois and more particularly described as follows:

Commencing at the Point of Intersection of the East line of the West 329.50 feet of said section and the North line of 79th Street (as dedicated by Document 16584944, dated May 18, 1956);

Then North along aforesaid East line, a distance of 18.82 feet to a cross cut in concrete drive approach;

Then North 87°46'38" West, a distance of 7.50 feet to the "True Point of Beginning" for the centerline of a 15.00 foot non-exclusive utility easement; said easement being 7.50 feet each side of described centerline;

Thence North 00°00'00" East, a distance of 288.69 feet to a point;

Thence North 89°43'45" West, a distance of 100.00 feet to a point;

Thence North 00°00'00" East, a distance of 311.70 feet to the "Point of Ending" for said easement, continuing and shortening the side line so as to terminate at the property line.

Leased station address: 79th St. & Harlem Ave.
Burbank, IL

REAL ESTATE TRANSFER TAX	0030200	FP351021
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0000015945



COUNTY TAX

REAL ESTATE TRANSFER TAX	0060400	FP351009
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0000014952

