

UNOFFICIAL COPY



Doc#: 0431539069
Eugene "Gene" Moore Fee: \$44.00
Cook County Recorder of Deeds
Date: 11/10/2004 01:01 PM Pg: 1 of 11

365612 183

STEWART TITLE COMPANY
2055 W. Army Trail Road, Suite 110
Addison, IL 60101
630-889-4000

Property of Cook County Clerk's Office

WARRANTY DEED

Stewart Title of Illinois
2055 West Army Trail Road
Suite 110
Addison, IL

File Number 365612

STEWART TITLE OF ILLINOIS
2 N. LUGALE STREET
SUITE 1920
CHICAGO, IL 60604

After recording return to:
STEWART NATIONAL TITLE SERVICES
Attn: Susan D. Ashley
1980 Post Oak Blvd., Suite 610
Houston, TX 77056

UNOFFICIAL COPY

LAKESIDE BANK, AN ILLINOIS STATE CHARTERED BANK,
AS TRUSTEE UNDER THE LAKESIDE BANK TRUST
DATED SEPTEMBER 9, 2004,
AKA TRUST NO. 10-2743
9901 S. Halsted
Chicago, IL 60628

SEND TAX STATEMENTS TO:
LAKESIDE BANK, AN ILLINOIS STATE CHARTERED BANK,
AS TRUSTEE UNDER THE LAKESIDE BANK TRUST
DATED SEPTEMBER 9, 2004,
AKA TRUST NO 10-2743
9901 S. Halsted
Chicago, IL 60628

Prepared by:
EXXON MOBIL CORPORATION
3225 Gallows Road
Law Department
Fairfax, VA 22037-0001
(703) 846-2348 or 846-1228



-SPACE ABOVE THIS LINE FOR RECORDER'S USE -

WARRANTY DEED

THE GRANTOR, EXXONMOBIL OIL CORPORATION, formerly known as Mobil Oil Corporation, a New York corporation, having an office at 3225 Gallows Road, Fairfax, VA 22037-0001, and duly authorized to transact business in the State of Illinois ("Grantor") for and in consideration of the sum of Five Hundred Forty Six Thousand and 00/100 Dollars (\$546,000.00) cash to it in hand paid, and pursuant to the authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS to LAKESIDE BANK, AN ILLINOIS STATE CHARTERED BANK, AS TRUSTEE UNDER THE LAKESIDE BANK TRUST DATED SEPTEMBER 9, 2004, AKA TRUST NO. 10-2743, having an address of 9901 S. Halsted, Chicago, IL 60628 ("Grantee"), the following described Real Estate situated in the County of Cook and the State of Illinois, subject to the further provisions of this Deed, all that certain tract or parcel of land (the "Real Estate" or "Property"), being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Permanent Real Estate Index Number(s): 25-09-300-057-0000 ¹ 25-09-300-052-0000

Address(es) of Real Estate: 9901 S. Halsted, Chicago, IL 60628

This conveyance is made by Grantor and accepted by Grantee subject to Grantor's right to re-enter as described herein and all valid and existing leases, easements, encumbrances, rights-of-way, covenants, restrictions, reservations and exceptions of record, including all

04330147

10769

365612

UNOFFICIAL COPY

building and zoning ordinances, laws, regulations and restrictions by municipal or other governmental authority applicable to the Property.

Grantee acknowledges that the Property has been used as an automobile service station for the storage, sale, transfer and distribution of products, including, without limitation, motor vehicle fuel and petroleum products which contain petroleum hydrocarbons and used oil and that such substances may have been released or discharged on the Property.

The Grantee for itself, its successors and assigns, covenants and agrees that neither the Property herein conveyed nor any part thereof separately or in conjunction with other property shall at any time from the date of this deed forward be used for residential, hospital, or primarily medical clinic uses; child care, playground, non-vocational school or agricultural uses nor shall the Property nor any portion thereof be used for the construction or installation of basements or any water wells for drinking or irrigation purposes; that these covenants and agreements shall run with the land herein conveyed and that similar restrictive covenants shall be inserted in any deed or lease or other instrument conveying or demising the Property herein conveyed or any part thereof.

Grantor has conducted an environmental site assessment to determine the presence of petroleum hydrocarbons in the soil, water, or groundwater on and under the Property. The written reports setting forth the results of such assessment has been provided to Grantee. The report reflects the reported levels of petroleum hydrocarbons in the soil and groundwater on the Property as of the date of the report. As used in this Deed, the term "Baseline Condition" in reference to the Property means the levels of petroleum hydrocarbons established in the most recent report setting forth the results of Grantor's environmental assessments, as such levels may be reduced by Grantor's remediation activities. If further testing or remediation of petroleum hydrocarbons is required by any governmental authority with jurisdiction over the environmental condition of the Property, the Baseline Condition shall be modified as Grantor reasonably deems appropriate based on the results of such additional testing.

Grantor will undertake remediation of the Baseline Condition as necessary at its sole cost and expense as required under applicable laws, regulations or government orders. Grantor will have no obligation for remediation or investigation of the Baseline Condition beyond that which is required by applicable Governmental Authorities. Grantee will be responsible for investigation and remediation of any petroleum hydrocarbons or other contamination released or discharging or migrating the Property after the date of this Deed. If, after the date of this Deed but before Grantor has completed its remediation of the Baseline Condition a release or discharge of petroleum hydrocarbons or other contaminants occurs beyond the Baseline Condition on the Property Grantee shall promptly notify Grantor and the appropriate governmental authorities. Grantee will pay to Grantor its prorata share of Grantor's increased cost of remediation attributable to such release or discharge.

Grantee will assign to Grantor any and all right, claim or interest which the Grantee or the Property may have to payment or reimbursement by any third party or any governmental authority in connection with remediation of the Baseline Condition.

Grantor reserves the exclusive right to negotiate with any third party or governmental authority regarding any investigation or remedial work by Grantor pursuant to this Deed or which a third party or governmental authority may require.

During the period in which Grantor is performing remediation or monitoring activities on the Property, Grantor and Grantee will provide to each other copies of all reports, correspondence,

UNOFFICIAL COPY

notices and communications sent to or received from any governmental authority regarding the environmental condition of the Property and any remediation of the Property.

Grantor's remediation responsibilities shall inure to the benefit of the Grantee and the lending institution holding the first mortgage to finance Grantee's purchase of the Property, but not to subsequent purchasers, assigns, or successors of Grantee or its lender; provided, however, Grantor's remediation responsibilities may be assigned by Grantee and its lender with the consent of Grantor which will not be unreasonably withheld.

Grantor reserves the right of access to the Property, at no cost to Grantor, for Grantor, Grantor's employees, agents, and contractors for the purpose of conducting investigation and remediation operations. Grantor will not be liable to Grantee, its successors, assigns, tenants or users for any direct or consequential damage, injury, or loss resulting from such access. Grantee shall be responsible for the expense of repairing and replacing Grantor's investigation and remediation equipment damaged by Grantee or by its contractors, invitees or employees.

In consideration of this Deed, the conveyance of the Property to Grantee, and the promises of Grantor to remediate the Baseline Condition of the Property and to indemnify Grantee as provided in Sections 10 and 20 of the Terms and Conditions of Sale dated January 28, 2004, ("Grantor's Obligations"), Grantee agrees to accept the conveyance of the Property in its present condition and, if Grantor fulfills its obligations, to make no claim regarding the environmental condition of the Property. Grantee and its successors and assigns hereby release Grantor from any and all known claims, demands, liabilities and causes of action (including claims under the Comprehensive Environmental Response Compensation and Liability Act of 1980 as amended, (CERCLA) and the Resource Conservation and Recovery Act of 1976, as amended (RCRA) and other environmental laws) (collectively, "Claims") for injury, death, destruction, loss or damage to the person or property of Grantee, its employees and agents, and its successors and assigns, arising out of (i) the environmental condition of the Property and the improvements and the equipment on the Property, and (ii) releases or discharges of petroleum hydrocarbons on the Property caused by Grantor or Grantor's operations on the Property before the date of this Deed. This release does not include:

- (a) Grantor's Obligations; and
- (b) Claims by third parties and Governmental Authorities relating to releases or discharges of petroleum hydrocarbons on the Property caused by Grantor or by Grantor's operations before the date of this Deed and releases or discharges included in the definition of Baseline Condition.

Grantee shall indemnify Grantor from all Claims asserted by any third party or Governmental Authority for injury, death, destruction, loss or damage to persons, property, or natural resources, arising out of any release or discharge of hazardous substances on the Property after the date of this Deed which are not included in the definition of Baseline Condition.

The conditions, covenants and other provisions set out in this Deed shall be covenants running with the land and shall be binding upon and (except as expressly provided otherwise) shall inure to the benefit of the parties, their subsidiaries, affiliates, legal representatives, heirs, successors and assigns, as applicable.

UNOFFICIAL COPY

Ad valorem taxes and special assessments, if any, against the Property for the year in which the Effective Date occurs will be pro-rated between Grantor and Grantee as of the Effective Date, and Grantee hereby assumes and agrees to pay same.

TO HAVE AND TO HOLD the Property, together with the appurtenances, estate, title and interest thereto, unto Grantee, Grantee's successors, heirs and assigns, forever, subject to the provisions hereof, and in lieu of all other warranties, express or implied, Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend the title to the Property unto Grantee, Grantee's successors, heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, Grantor has signed this deed this 26 day of October, 2004, but EFFECTIVE as of this 27th day of October, 2004, ("Effective Date").

GRANTOR:
EXXONMOBIL OIL CORPORATION

Witness:

Christie Cravens

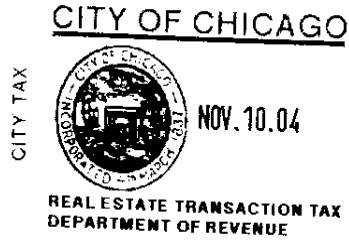
By:

D.J. Fisher
D.J. Fisher, Real Estate Specialist
and Agent and Attorney-in-Fact

Name: Christie Cravens

Print Name: Scott Sweet

Commonwealth of Virginia §
County of Fairfax §



REAL ESTATE TRANSFER TAX
02047.50
FP 102807

Before me the undersigned authority, this day personally appeared D.J. Fisher to me well known and under oath, and known to me to be the individual described in and who executed the foregoing instrument/document, and to me known to be a Real Estate Specialist and the agent and attorney in fact of ExxonMobil Oil Corporation (formerly known as Mobil Oil Corporation), a New York corporation, the corporation described in the foregoing instrument/document, and which by its said Real Estate Specialist and agent and attorney-in-fact executed the same, and acknowledged that he executed said instrument/document as the act and deed of ExxonMobil Oil Corporation by virtue of an Incumbent Power of Attorney instrument dated January 14, 2004.

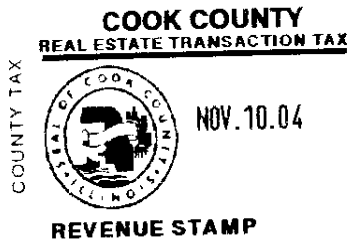
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this the 26th day of October, 2004.

Kelly Ann Shea

Print Name: Kelly Ann Shea
Notary Public, Commonwealth of Virginia
My Commission Expires: 5/31/08

REAL ESTATE TRANSFER TAX
02047.50
FP 102807

0000011806

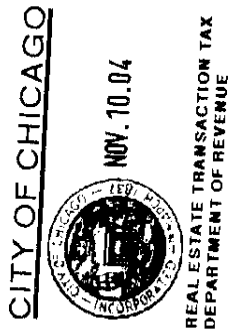


REAL ESTATE TRANSFER TAX
002730.0
FP 102810

0000022497

REAL ESTATE TRANSFER TAX
005460.0
FP 102804

0000022497



CITY TAX



STATE TAX

UNOFFICIAL COPY

GRANTEE:

LAKESIDE BANK, AN ILLINOIS STATE
CHARTERED BANK AS TRUSTEE
UNDER THE LAKESIDE BANK TRUST
DATED SEPTEMBER 9, 2004,
AKA TRUST NO. 10-2743

WITNESSES:

Print Name: _____

Print Name: _____

By: *Vincent D. Tolve*
Name: VINCENT D. TOLVE
Title: VICE PRESIDENT & TRUST OFFICER

SEE RIDER ATTACHED HERETO
AND MADE A PART HEREOF.

ATTEST:

WITNESSES

Print Name: _____

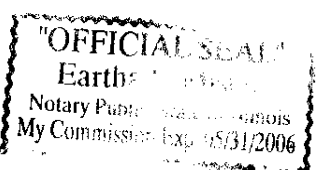
Print Name: _____

By: *Philip Calciatore*
Name: PHILIP CALCIATORE
Title: ASST. TRUST OFFICER

STATE OF ILLINOIS §
 §
COUNTY OF Cook §

Before me, *the undersigned*, a Notary Public in and for Cook County,
_____, on this day personally appeared *Kandice Zachary*, known to me 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this the
28TH day of October, 2004.



Eartha L. Mister
Print Name: EARTHA L. MISTER
Notary Public, State of ILLINOIS
My Commission Expires: _____

UNOFFICIAL COPY

GRANTEE:

LAKESIDE BANK, AN ILLINOIS STATE
CHARTERED BANK, AS TRUSTEE
UNDER THE LAKESIDE BANK TRUST
DATED SEPTEMBER 9, 2004,
AKA TRUST NO. 10-2743

WITNESSES:

Print Name: _____

Print Name: _____

By: *Vincent Jolve*
Name: VINCENT J. TOLVE
Title: VICE PRESIDENT & TRUST OFFICER

SEE RIDER ATTACHED HERETO
AND MADE A PART HEREOF.

ATTEST:

WITNESSES

Print Name: _____

Print Name: _____

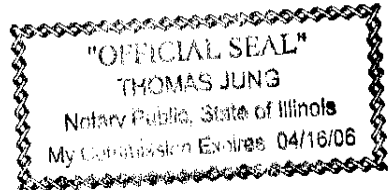
By: *Philip Cacciadore*
Name: PHILIP CACCIADORE
Title: Sum VP

STATE OF ILLINOIS §
 §
COUNTY OF COOK §

Before me, THOMAS JUNG, a Notary Public in and for COOK County,
_____, on this day personally appeared VINCENT J TOLVE known to me 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this the
28th day of OCTOBER, 2004.

Thomas Jung
Print Name: THOMAS JUNG
Notary Public, State of ILLINOIS
My Commission Expires: 4/16/06



UNOFFICIAL COPY

CERTIFICATE

This is to certify that the attached copy of the Incumbent Power of Attorney, dated January 14, 2004 is a true and reproduced copy of a certified copy of the original executed, attested, sealed and acknowledged Incumbent Power of Attorney instrument which is on file in the Law Department of ExxonMobil Oil Corporation (formerly known as Mobil Oil Corporation) in Fairfax, Virginia; that on October 26, 2004, D. J. Fisher is the

(check one)

- Asset Management Manager
- Vice President
- Maintenance & Repair/Programs Manager
- Maintenance & Repair Field Manager
- Development Manager
- Network Development Coordinator
- Construction Project Coordinator
- Real Estate & Outsource Service Provider Alliance Manager
- Real Estate Specialist

of ExxonMobil Oil Corporation; that said Incumbent Power of Attorney is in effect on said date and that the execution and delivery of Special Warranty Deed is authorized by said Incumbent Power of Attorney.

Executed this 20th day of October, 2004.

EXXONMOBIL OIL CORPORATION,
a New York corporation

(Corporate Seal)

By:

M. J. Collins
M. J. Collins
Assistant Secretary

THE COMMONWEALTH OF VIRGINIA:

to-wit:-

COUNTY OF FAIRFAX:

BEFORE ME, the undersigned authority, on this day personally appeared M. J. Collins, known to me to be the person whose name is subscribed on the foregoing instrument as Assistant Secretary for EXXONMOBIL OIL CORPORATION, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of October, 2004.



Sally Ann Shea
Notary Public
My commission expires: 9/31/04

UNOFFICIAL COPY



Lakeside Bank

55 WEST WACKER DRIVE • CHICAGO, ILLINOIS 60601-1699 • (312) 435-5100

GENERAL RIDER

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of **LAKESIDE BANK**, Trustee, while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the **LAKESIDE BANK**, Trustee, or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said **LAKESIDE BANK**, Trustee, not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the **LAKESIDE BANK**, either individually or in its capacity as Trustee or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said **LAKESIDE BANK**, Trustee, in this instrument contained either expressed or implied, all such personal liability, if any, being expressly waived and released.

UNOFFICIAL COPY

EXHIBIT "A" TO SPECIAL WARRANTY DEED FROM
EXXONMOBIL OIL CORPORATION TO
LAKESIDE BANK, AN ILLINOIS STATE CHARTERED BANK, AS TRUSTEE UNDER
THE LAKESIDE BANK TRUST
DATED SEPTEMBER 9, 2004,
AKA TRUST NO. 10-2743
9901 S. Halsted
Chicago, IL 60628

That part of Lots 43 and 44 in Block 24 in Washington Heights (hereinafter described), lying East of the following described line: Beginning in the South line of Lot 43 aforesaid 71.3 feet East of the West line of Section 9, Township 37 North, Range 14 East of the Third Principal Meridian, and extending to the North line of Lot 44 aforesaid 71.5 feet East of said Section line, in East Washington Heights, a subdivision of the West half of the Northwest Quarter and the Southwest Quarter of Section 9, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

And

That part of Lots 45, 46, 47 and 48 in Block 24 in East Washington Heights (hereinafter described), lying East of the following described line: Beginning in the South line of Lot 45 aforesaid, 71.5 feet East of the West line of Section 9, Township 37 North, Range 14, East of the Third Principal Meridian, and extending to the North line of Lot 48 aforesaid, 72 feet East of said Section line, in East Washington Heights, a subdivision of the West half of the Northwest Quarter and the Southwest Quarter of Section 9, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Subject to existing easements, rights of way, restrictions, covenants and conditions of record.