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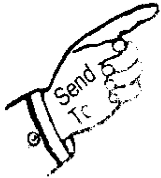


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Eugene "Gene" Moore Fee: \$38.00
Cook County Recorder of Deeds
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Above Space for Recorder's use only



SPECIAL WARRANTY DEED IN TRUST

THIS SPECIAL WARRANTY DEED IN TRUST, made and entered into as of the date set forth below by BRE/ENTERPRISE DRIVE, L.L.C., a Delaware limited liability company, created and existing under and by virtue of the laws of the State of Delaware and duly authorized to transact business in the State of Illinois ("Grantor"), to NORTH STAR TRUST COMPANY, a corporation duly organized and existing under the laws of the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois as Trustee under the provisions of a certain Trust Agreement dated the 30th day of December, 2004 and known as Trust No. 04-7869 ("Grantee"),

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents does GRANT, BARGAIN and SELL unto Grantee, and to its heirs and assigns, FOREVER, all of the following described real estate, situated in the County of Cook, State of Illinois, known and described as follows, to wit:

Legal Description on **Exhibit A** attached hereto and made a part

Permanent Index Number: 15-30-205-004

Address of Real Estate: 2205-2255 Enterprise Drive, Westchester, Illinois 60154

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

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1ST AMERICAN TRUST COMPANY #

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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, unto the Grantee, its heirs and assigns forever.

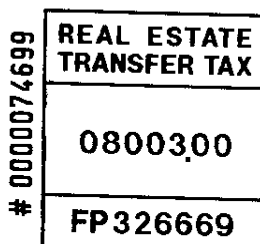
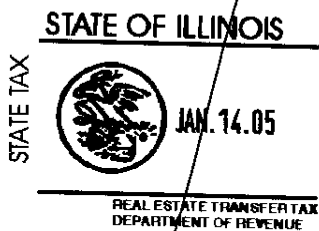
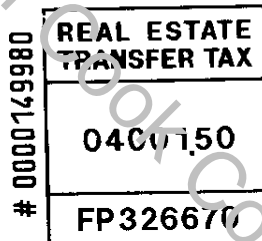
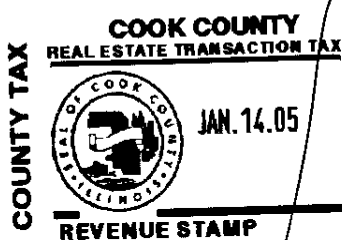
And the Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and it WILL WARRANT AND DEFEND, the said premises against all persons lawfully claiming, or to claim the same, by, through or under it, subject only to those matters set forth on **Exhibit B** attached hereto and incorporated herein, none of which shall be re-imposed hereby; and provided however that the warranty set forth herein is limited as set forth in that certain Purchase and Sale Agreement dated as of November 11, 2004 between Grantor, Grantee and others, including, without limitation, Sections 3.D, 13.I and 13.K.

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles

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of said county) relying upon or claiming under any such conveyance, lease or other instrument, (a) That at the time of delivery thereof the trust created by this Indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions, and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.



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IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed In Trust as of the 10th day of January, 2005

BRE/ENTERPRISE DRIVE L.L.C., a Delaware limited liability company

By: *Marshall Findley*

Name: Marshall Findley

Title: vice president

STATE OF NEW YORK)
) SS.

COUNTY OF NEW YORK)

This instrument was acknowledged before me on January 7, 2005 by Marshall Findley, as the Vice President of BRE/Enterprise Drive, L.L.C., a Delaware limited liability company, who is known to me to be the same person whose name is subscribed to the foregoing Instrument, and who appeared before me this day in person and acknowledged that s/he signed and delivered said Instrument as such Vice President as his/her free and voluntary act and deed, and as the free and voluntary act and deed of said entity for the uses and purposes set forth herein.

GIVEN under my hand and Notarial Seal, this 7th day of January, 2005.

TRANSFER STAMP

CERTIFICATION OF COMPLIANCE

Village of Westchester

1-14-05

E. Downs

MY COMMISSION EXPIRES:

Mary Allen Connally

Notary Public

MARY ALLEN CONNALLY
Notary Public, State of New York
No. 01CO6037222
Qualified in New York County
Commission Expires 2/14/2006

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EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF LOTS 1 AND 2, LYING NORTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 2, THAT IS 32.50 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES, 56 MINUTES, 35 SECONDS EAST TO A POINT ON THE WEST RIGHT OF WAY OF ENTERPRISE DRIVE, IN ENTERPRISE CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 4, 1989 AS DOCUMENT 89357915, IN COOK COUNTY, ILLINOIS.

PIN: 15-30-205-004

ADDRESS: 2205-2255 Enterprise Drive, Westchester, Illinois 60154

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EXHIBIT B

PERMITTED EXCEPTIONS

1. GENERAL TAXES FOR THE YEAR(S) 2004, 2005 AND SUBSEQUENT YEARS NOT YET DUE AND PAYABLE.
2. COVENANTS, RESTRICTIONS AND EASEMENT CONTAINED IN DEED DATED APRIL 10, 1944 AND RECORDED MAY 11, 1944 AS DOCUMENT 13281647 RELATING TO LAND USE, BUILDING TYPE AND COST, ETC.
3. EASEMENT IN FAVOR OF THE VILLAGE OF WESTCHESTER, ITS SUCCESSORS AND ASSIGNS, FOR A PERMANENT ROADWAY AND PERMANENT WATER LINE OVER AND ACROSS THAT PORTION OF THE LAND AS SET FORTH AND DEFINED IN GRANT OF EASEMENT RECORDED NOVEMBER 20, 1981 AS DOCUMENT 26065905, TOGETHER WITH THE TERMS AND PROVISIONS CONTAINED THEREIN.
4. TERMS, PROVISIONS, CONDITIONS AND EASEMENTS CONTAINED IN RECIPROCAL EASEMENT AGREEMENT MADE BY AND BETWEEN CENTRAL NATIONAL BANK IN CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 7, 1979 AND KNOWN AS TRUST NUMBER 24100, AND HOWARD LAVATY AND JOSEPH VADOVICKY, AND THE VILLAGE OF WESTCHESTER DATED NOVEMBER 19, 1981 AND RECORDED NOVEMBER 20, 1981 AS DOCUMENT 26065906.
5. EASEMENT IN FAVOR OF THE VILLAGE OF WESTCHESTER, ITS SUCCESSORS AND ASSIGNS, FOR A PERMANENT ROADWAY AND PERMANENT WATER LINE OVER AND ACROSS THAT PORTION OF THE LAND AS SET FORTH AND DEFINED IN GRANT OF EASEMENT RECORDED DECEMBER 17, 1981 AS DOCUMENT 26087773, TOGETHER WITH THE TERMS AND PROVISIONS CONTAINED THEREIN.
6. TERMS, PROVISIONS, CONDITIONS AND EASEMENTS CONTAINED IN RECIPROCAL EASEMENT AGREEMENT MADE BY AND BETWEEN THE CATHOLIC BISHOP OF CHICAGO, CENTRAL NATIONAL BANK IN CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 7, 1979 AND KNOWN AS TRUST NUMBER 24100, HOWARD LAVATY, AND THE VILLAGE OF WESTCHESTER DATED NOVEMBER 20, 1981 AND RECORDED MARCH 10, 1982 AS DOCUMENT 26167419.

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7. EASEMENTS FOR INGRESS, EGRESS AND WATER MAIN AS DEPICTED ON PLAT OF SUBDIVISION RECORDED MARCH 11, 1982 AS DOCUMENT 26168966.
8. EASEMENT IN FAVOR OF THE VILLAGE OF WESTCHESTER, COMMONWEALTH EDISON COMPANY, ILLINOIS BELL TELEPHONE COMPANY AND NORTHERN ILLINOIS GAS COMPANY, THEIR SUCCESSORS AND ASSIGNS FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF FACILITIES USED IN CONNECTION WITH THE OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, SOUNDS AND SIGNALS AND GAS, TOGETHER WITH RIGHTS OF ACCESS THERETO IN, UNDER, ACROSS, ALONG AND UPON THAT PORTION OF THE LAND AS SET FORTH AND DEFINED IN GRANT OF EASEMENT RECORDED MARCH 22, 1982 AS DOCUMENT 26178145.
9. EASEMENT IN FAVOR OF NORTHERN ILLINOIS GAS COMPANY ITS SUCCESSORS AND ASSIGNS FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF GAS MAINS AND NECESSARY GAS FACILITIES, TOGETHER WITH RIGHTS OF ACCESS THERETO IN, UNDER, ACROSS, ALONG AND UPON THAT PORTION OF THE LAND AS DESCRIBED IN INSTRUMENT RECORDED MAY 7, 1986 AS DOCUMENT 86181041.
10. EASEMENT IN FAVOR OF COMMONWEALTH EDISON COMPANY AND ILLINOIS BELL TELEPHONE COMPANY THEIR SUCCESSORS AND ASSIGNS FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF FACILITIES USED IN CONNECTION WITH THE UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, SOUNDS AND SIGNALS, TOGETHER WITH RIGHTS OF ACCESS THERETO IN, UNDER, ACROSS, ALONG AND UPON THAT PORTION OF THE LAND AS SHOWN ON THE SKETCH ATTACHED AS EXHIBIT "A" TO GRANT OF EASEMENT RECORDED MARCH 29, 1988 AS DOCUMENT 88128850.
11. BUILDING SETBACK LINE AS DEPICTED ON THE PLAT OF ENTERPRISE CENTRE SUBDIVISION RECORDED AUGUST 4, 1989 AS DOCUMENT 89357915.
12. EASEMENTS FOR INGRESS, EGRESS AND UTILITIES AS DEPICTED ON THE PLAT OF ENTERPRISE CENTRE SUBDIVISION RECORDED AUGUST 4, 1989 AS DOCUMENT

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89357915, TOGETHER WITH THE EASEMENT PROVISIONS AND RESTRICTIONS CONTAINED THEREIN.

13. 30 FOOT EASEMENT FOR INGRESS AND EGRESS AND UTILITIES RECORDED AS DOCUMENT 16754958 AND AS SHOWN ON THE PLAT OF ENTERPRISE CENTRE SUBDIVISION RECORDED AUGUST 4, 1989 AS DOCUMENT 89357915.
14. SURVEY MADE BY W.C. DOLAND ENGINEERING, INC. DATED JANUARY 31, 2001 UPDATED SEPTEMBER 9, 2004 DISCLOSES THE FOLLOWING ENCROACHMENTS:
 - a. BUILDING #2255 OVER 30 FOOT EASEMENT RECORDED AS DOCUMENT 16754958 FOR A DISTANCE OF ABOUT 232 FEET
 - b. DELETED
 - c. SIDEWALK LOCATED MAINLY NORTH OF THE LAND OVER AND ONTO THE LAND AT THE NORTHEAST CORNER BY AN UNDISCLOSED AMOUNT
15. EXISTING UNRECORDED LEASES AND RIGHTS OF PARTIES IN POSSESSION UNDER SUCH UNRECORDED LEASES
16. ALL ZONING, BUILDING AND OTHER GOVERNMENTAL AND QUASI-GOVERNMENTAL LAWS, CODES, VARIANCES, PERMITS AND REGULATIONS
17. ANY MINERAL RIGHTS LEASED, GRANTED OR RETAINED BY PRIOR OWNERS