

# UNOFFICIAL COPY



Doc#: 0507718046  
Eugene "Gene" Moore Fee: \$46.00  
Cook County Recorder of Deeds  
Date: 03/18/2005 11:35 AM Pg: 1 of 12

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## SPECIAL WARRANTY DEED

*dm* 3-3-05  
Section 74.04 A (1) of I  
TranMin Park Village Code  
requiring review of documents. D8

STATE OF ILLINOIS )

COUNTY OF COOK )

KNOW ALL MEN BY THESE PRESENTS:

THAT, THRIVENT FINANCIAL FOR LUTHERANS, a Wisconsin corporation ("Grantor"), for and in consideration of the sum of FOUR MILLION TWO HUNDRED TWENTY-FIVE THOUSAND and No/100ths Dollars (\$4,225,000.00) and other good and valuable consideration in hand paid to Grantor by BASSWOOD PARTNERS, an Illinois limited partnership ("Grantee"), whose mailing address is c/o Chody Real Estate Corp., 1125 Remington Road, Schaumburg, Illinois 60173, the receipt and sufficiency of such consideration being hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee that certain real property being more particularly described in Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements and fixtures situated thereon (collectively, the "Property"); subject to those matters more particularly described in Exhibit B attached hereto and made a part hereof for all purposes (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any way belonging, unto Grantee, its successors and assigns forever, subject to the Permitted Exceptions; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or claim the same, or any part thereof, by, through, or under Grantor, but not otherwise.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT GRANTEE IS ACQUIRING THE PROPERTY "AS IS" AND "WHERE IS", AND WITH ALL FAULTS AND THAT, EXCEPT AS TO THE SPECIAL WARRANTY OF TITLE SET FORTH ABOVE AND EXCEPT FOR

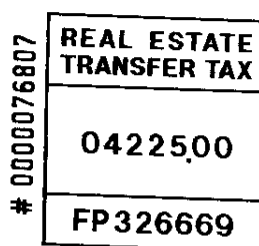
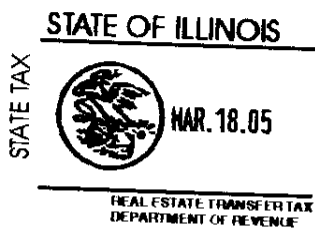
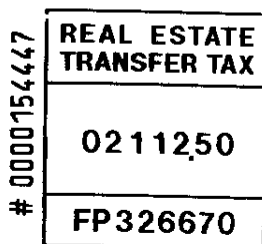
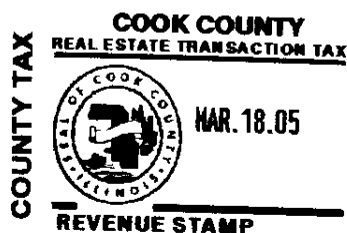
1st AMERICAN TITLE order # NCS 128 260 MPB

204  
DEC

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THE REPRESENTATIONS AND WARRANTIES OF GRANTOR EXPRESSLY SET FORTH IN SECTION 6.1 OF THE PURCHASE AND SALE AGREEMENT BETWEEN GRANTOR AND GRANTEE DATED AS OF DECEMBER 28, 2004 AS AMENDED BY THAT CERTAIN AMENDMENT TO PURCHASE AND SALE AGREEMENT DATED FEBRUARY 7, 2005, AND THAT CERTAIN SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT DATED FEBRUARY 14, 2005 (COLLECTIVELY "**PURCHASE AGREEMENT**") (AS SUCH REPRESENTATIONS AND WARRANTIES **ARE LIMITED BY THE LAST FOUR PARAGRAPHS OF SAID SECTION 6.1** OF THE PURCHASE AGREEMENT), GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, IN THIS SPECIAL WARRANTY DEED WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION, EXPENSES, VALUE OF THE PROPERTY OR IMPROVEMENTS THEREON, HANDICAPPED ACCESSIBILITY LAW COMPLIANCE, PRESENCE/ABSENCE OF HAZARDOUS MATERIALS, ELECTRIC AND MAGNETIC FIELDS OR ABOVE/BELOW GROUND STORAGE TANKS, OR ANY OTHER MATTER OR THING AFFECTING OR RELATED TO THE PROPERTY (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF HABITABILITY, WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE), WHICH MIGHT BE PERTINENT IN CONSIDERING THE MAKING OF THE PURCHASE OF THE PROPERTY, AND GRANTEE, BY ITS ACCEPTANCE HEREOF, DOES HEREBY RELEASE AND FOREVER DISCHARGE GRANTOR AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIM, OBLIGATION AND LIABILITY (WHETHER BASED IN TORT, UNDER CONTRACT OR OTHERWISE) ATTRIBUTABLE, IN WHOLE OR IN PART, TO ANY SUCH REPRESENTATION AND/OR ALLEGED REPRESENTATION.

[SIGNATURE PAGE FOLLOWS]




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IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of  
March \_\_\_\_, 2005.

“GRANTOR”

THRIVENT FINANCIAL FOR LUTHERANS,  
a Wisconsin corporation

By:   
Mark Swenson  
Its: Vice President

Property of Cook County Clerk's Office

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STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

On March 10, 2005 before me, a Notary Public, personally appeared  
MARK SWANSON,

personally known to me                       proved to me on the basis of  
satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Jennifer L. Kent  
Signature of Notary

CAPACITY CLAIMED BY SIGNER:

- |  |   |
|--|---|
| <input type="checkbox"/> Individual (s)  | <input type="checkbox"/> Attorney-in-Fact     |
| <input type="checkbox"/> Partner(s)  | <input type="checkbox"/> Subscribing Witness  |
| <input type="checkbox"/> Trustee(s)  | <input type="checkbox"/> Guardian/Conservator |
| <input checked="" type="checkbox"/> Corporate<br>Officer <u>VICE PRESIDENT</u> | <input type="checkbox"/> Other: _____         |

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies): Thrivent Financial for Lutherans, a Wisconsin corporation

Grantee's Address:

Basswood Partners  
c/o Chody Real Estate Corp.  
1126 Remington Road  
Schaumburg, Illinois 60173

Recording Requested By:  
When Recorded Mail To:

Fox, Hefter, Swibel, Levin & Carroll, LLP  
321 North Clark Street  
Suite 3300  
Chicago, Illinois 60610  
Attn: Amanda A. Schwob, Esq.

Document Prepared By:

Oppenheimer Wolff & Donnelly LLP  
3300 Plaza VII, 45 S. Seventh Street  
45 South Seventh  
Minneapolis, Minnesota 55402-1609  
Attn: Matthew W. Lasley, Esq.

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## EXHIBIT A

### LEGAL DESCRIPTION:

#### PARCEL 1:

That part of the East 1/2 of the Southwest 1/4 of Section 20, Township 40 North, Range 12 East of the Third Principal Meridian, described as follows:

Commencing at a point on the West line of the East 1/2 of the Southwest 1/4 of Section 20, 414.05 feet North of the Southwest corner thereof;

Thence North 89 degrees 58 minutes 10 seconds East, at right angles to said West line, 55.00 feet to a point on a line 55.00 feet (measured perpendicularly) East from and parallel with said West line, said point being the point of beginning;

Thence North 00 degrees 01 minutes 50 seconds West along said parallel line (being also the East line of North Charles Street) a distance of 421.00 feet;

Thence South 89 degrees 58 minutes 10 seconds West a distance of 55.00 feet to a point on the aforementioned West line of the East 1/2 of the Southwest 1/4;

Thence North 00 degrees 01 minutes 50 seconds West along said West line a distance of 287.00 feet to a point in the southeasterly line of the Northern Illinois Toll Highway;

Thence North 25 degrees 22 minutes 36 seconds East along said southeasterly line a distance of 548.00 feet;

Thence South 28 degrees 59 minutes 10 seconds West a distance of 155.34 feet to a point on a line drawn parallel with the aforementioned West line of the East 1/2 of the Southwest 1/4 of Section 20;

Thence South 00 degrees 01 minutes 50 seconds East along said parallel line a distance of 192.00 feet;

Thence South 44 degrees 58 minutes 10 seconds West a distance of 70.23 feet;

Thence South 00 degrees 01 minutes 50 seconds East, parallel with the aforementioned West line of the East 1/2 of the Southwest 1/4, a distance of 335.70 feet;

(Continued)

**UNOFFICIAL COPY****LEGAL DESCRIPTION CONTINUED**

Thence South 63 degrees 24 minutes 16 seconds West, a distance of 156.52 feet to a point on a line drawn perpendicular to the aforementioned West line of the East 1/2 of the Southwest 1/4 from the aforementioned point on said West line which is 414.05 feet North of the Southwest corner thereof;

Thence South 89 degrees 58 minutes 10 seconds West along the last described line a distance of 217.12 feet to the point of beginning;

In Cook County, Illinois.

**EASEMENT PARCEL 2:**

Easements for the benefit of Parcel 1 created and granted by Deed from Olympus Properties, Inc., an Illinois corporation to Michael Goldstein dated October 10, 1997 recorded October 20, 1997 as Document Number 97776324, creating and granting to the owner of Parcel 1 the following described storm and sanitary easement, sanitary sewer easement, and storm sewer easement, for the purpose of maintaining and operating pipelines and conduits for said uses described therein, over the following described property ("Parcels E-1, E-2 & E-3"):

**"Parcel E-1 Storm and Sanitary Easement"**

A strip of land, 15.00 feet wide, in the East 1/2 of the Southwest 1/4 of Section 20, Township 40 North, Range 12 East of the Third Principal Meridian, described as follows:

Commencing at the intersection of the West line of the East 1/2 of the Southwest 1/4 of Section 20 with the Southeasterly line of the Northern Illinois Toll Highway;

Thence North 79 degrees 22 minutes 36 seconds East along said Southeasterly line a distance of 548.80 feet;

Thence South 28 degrees 59 minutes 10 seconds West a distance of 155.34 feet to a point on a line drawn parallel with the aforementioned West line of the East 1/2 of the Southwest 1/4 of Section 20;

Thence South 00 degrees 01 minutes 50 seconds East along said parallel line a distance of 100.87 feet to the point of beginning;

Thence North 14 degrees 43 minutes 08 seconds East a distance of 179.37 feet to a point on a line drawn parallel with and 55.00 feet (measured perpendicularly) Southerly from the aforementioned Southeasterly line of the

(Continued)

*Address 3333 Charles St  
Franklin Pk, Office*

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## LEGAL DESCRIPTION CONTINUED

## Northern Illinois Toll Highway;

Thence North 79 degrees 22 minutes 36 seconds East along said parallel line a distance of 16.60 feet;

Thence South 14 degrees 41 minutes 08 seconds West a distance of 243.45 feet to a point on the aforementioned line drawn parallel with the West line of the East 1/2 of the Southwest 1/4;

Thence North 00 degrees 01 minutes 50 seconds West along said parallel line a distance of 58.92 feet to the point of beginning;

In Cook County, Illinois.

## "Parcel E-2 Sanitary Sewer Easement":

A strip of land, 10.00 feet wide, in the East 1/2 of the Southwest 1/4 of Section 20, Township 40 North Range 12 East of the Third Principal Meridian, described as follows: .

Commencing at the intersection of the West line of the East 1/2 of the Southwest 1/4 of Section 20 with the Southeasterly line of the Northern Illinois Toll Highway;

Thence North 79 degrees 22 minutes 36 seconds East along said Southeasterly line a distance of 518.90 feet;

Thence South 28 degrees 59 minutes 10 seconds West a distance of 155.34 feet to a point on a line drawn parallel with the aforementioned West line of the East 1/2 of the Southwest 1/4 of Section 20;

Thence South 00 degrees 01 minutes 50 seconds East along said parallel line a distance of 192.00 feet;

Thence South 44 degrees 58 minutes 10 seconds West a distance of 30.56 feet to the point of beginning;

Thence South 06 degrees 35 minutes 09 seconds West a distance of 243.45 feet to a point on a line drawn parallel with the aforementioned West line of the East 1/2 of the Southwest 1/4 of Section 20;

Thence North 00 degrees 01 minutes 50 seconds West along said parallel line a distance of 86.79 feet;

Thence North 06 degrees 35 minutes 09 seconds East a distance of 144.62 feet;

Thence North 44 degrees 58 minutes 10 seconds East a distance of 16.10 feet to the point of beginning;

(Continued)

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## LEGAL DESCRIPTION CONTINUED

In Cook County, Illinois.

"Parcel E-3 Storm Sewer Easement":

A strip of land, 10.00 feet wide, in the East 1/2 of the Southwest 1/4 of Section 20, Township 40 North, Range 12 East of the Third Principal Meridian, described as follows:

Commencing at the intersection of the West line of the East 1/2 of the Southwest 1/4 of Section 20 with the Southeasterly line of the Northern Illinois Toll Highway:

Thence North 79 degrees 22 minutes 36 seconds East along said southeasterly line a distance of 548.80 feet;

Thence South 28 degrees 59 minutes 10 seconds West a distance of 155.34 feet to a point on a line drawn parallel with the aforementioned West line of the East 1/2 of the Southwest 1/4 of Section 20;

Thence South 00 degrees 01 minutes 50 seconds East along said parallel line a distance of 192.00 feet;

Thence South 44 degrees 58 minutes 10 seconds West a distance of 20.90 feet to the point of beginning;

Thence South 02 degrees 17 minutes 44 seconds East a distance of 418.72 feet;

Thence South 17 degrees 51 minutes 59 seconds West a distance of 116.61 feet;

Thence North 72 degrees 26 minutes 01 seconds West a distance of 10.00 feet;

Thence North 17 degrees 51 minutes 59 seconds East a distance of 96.68 feet;

Thence South 47 degrees 17 minutes 45 seconds West a distance of 145.87 feet;

Thence South 72 degrees 55 minutes 04 seconds East a distance of 44.16 feet;

Thence South 17 degrees 04 minutes 51 seconds West a distance of 10.00 feet;

Thence North 72 degrees 55 minutes 09 seconds West a distance of 54.45 feet;

Thence North 53 degrees 23 minutes 33 seconds West a distance of 64.69

(Continued)



**UNOFFICIAL COPY****LEGAL DESCRIPTION CONTINUED**

feet;  
 Thence South 89 degrees 56 minutes 54 seconds West a distance of 112.32  
 feet;  
 Thence North 00 degrees 03 minutes 06 seconds West a distance of 40.55 feet  
 to a point on a line drawn perpendicular to the aforementioned West line of the  
 East 1/2 of the Southwest 1/4 from a point on said West line which is 414.05  
 feet North of the Southwest corner thereof;  
 Thence North 89 degrees 58 minutes 10 seconds East along the last described  
 line a distance of 10.00 feet;  
 Thence South 00 degrees 03 minutes 06 seconds East a distance of 30.55  
 feet;  
 Thence North 89 degrees 56 minutes 54 seconds East a distance of 119.92  
 feet;  
 Thence North 06 degrees 25 minutes 27 seconds East a distance of 33.32  
 feet;  
 Thence North 63 degrees 24 minutes 16 seconds East a distance of 11.93  
 feet;  
 Thence South 06 degrees 25 minutes 27 seconds West a distance of 41.68  
 feet;  
 Thence South 53 degrees 23 minutes 33 seconds East a distance of 58.64  
 feet;  
 Thence North 47 degrees 17 minutes 45 seconds East a distance of 167.39  
 feet;  
 Thence North 02 degrees 17 minutes 44 seconds West a distance of 406.28  
 feet;  
 Thence North 44 degrees 58 minutes 10 seconds East a distance of 13.62 feet  
 to the point of beginning;  
 In Cook County, Illinois.

**END OF LEGAL DESCRIPTION**

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## EXHIBIT B TO SPECIAL WARRANTY DEED

### Permitted Exceptions

1. *Deleted.*
  2. Rights of the public or quasi-public utilities and the Village of Franklin Park in and to the land for the use, operation, maintenance, repair and servicing of any poles, conduits, sewers, etc., and other utility facilities and appurtenances located therein.
  3. Rights of the public or quasi-public utilities, if any, in the land.
  4. Reservation of Easement contained in deed dated March 10, 1982 and recorded March 19, 1982 as Document 26177361 from LaSalle National Bank, as Trustee under Trust Number 42261, Grantor, and Mercedes-Benz of NA America, Inc., a corporation of Delaware, Grantee, reserving and retaining for itself, successors, lessees and assigns, an easement for the erection, construction, extension, altering, operating, etc., thereon, and the terms, conditions and provisions contained therein, affecting the west 35 feet and part of the northerly 55.0 feet of the land and other property.
  5. Nothing contained herein should be construed as insuring the right of access to and from the land by means of the Easement recorded September 26, 1978 as Document 26644749.
  6. Possible easement for overhead utility wires over the east 10.00 feet of the land, as disclosed by survey prepared by Chicago Guarantee Survey Company dated May 19, 1995, Order No. 9503005, revised June 1, 1995, and also as disclosed by Deed recorded September 26, 1978 as Document 24644747 and Deed recorded April 4, 1996 as Document 96259598.
  7. Matters that would be disclosed by a survey of the Real Property.
  8. Terms, provisions, conditions and limitations of Ordinance No. 7980G 8, relating to the acceptance of the dedication of public streets to the Village of Franklin Park, a copy of which was recorded November 21, 1979 as Document 25251292.
  9. Memorandum of Permanent Easement Agreement recorded October 2, 1998 as Document 98910427, referencing that certain Permanent Easement Agreement dated October 23, 1997 made by and between Windsor Outdoor, Inc., an Illinois corporation, as Assignee of OAC, Inc., an Illinois corporation, and Gold Realty Group Corporation, to, among other things, construct, install, operate and maintain outdoor advertising sign structures, and the terms and provisions contained therein.
- Memorandum of Amendment to Permanent Easement Agreement dated as of October 15, 1999 and recorded December 20, 1999 as Document 09181209.

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Assignment and Assumption of Easement dated as of August 31, 1998 and recorded June 15, 2001 as Document 0010526303 made by and between OAC, Inc., as Assignor, and Windsor Outdoor, Inc., Assignee.

Memorandum of Third Amendment to Permanent Easement Agreement dated as of October 18, 2001 and recorded December 5, 2001 as Document 0011143017.

Third Amendment to Permanent Easement Agreement dated as of October 18, 2001 and recorded December 5, 2001 as Document 0011143018.

Assignment and Assumption of Easements dated as of November 20, 2001 and recorded December 5, 2001 as Document 0011143019 made by and between Windsor Outdoor, Inc., Assignor, and Viacom Outdoor, Inc., a Delaware corporation, Assignee.

(For further particulars, see record.)

10. (a) Terms, provisions, and conditions relating to the Easement described as Parcel 2 contained in the instrument creating said Easement.
- (b) Rights of the adjoining owners to the concurrent use of said Easement.