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Doc#: 0509742116
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 04/07/2005 10:15 AM Pg: 1 of 5

JS5069884/25016245
SPECIAL 2 of 3

WARRANTY DEED

Statutory (Illinois)

MAIL TO:

Peter E. Goschi
Goschi & Goschi, Ltd.
120 S. LaSalle Street #1720
Chicago, IL 60603

NAME AND ADDRESS OF TAXPAYER:

125 Commerce Drive Venture
c/o Goschi & Goschi, Ltd.
120 S. LaSalle Street #1720
Chicago, IL 60603

RECORDER'S STAMP

THE GRANTOR, Park Realty Associates LLC, a Limited Liability Company, of the Village of Barrington, County of Cook, State of Illinois, for and in consideration of Ten and No/100 DOLLARS and other good and valuable considerations in hand, paid by the Grantee, the receipt hereof is hereby acknowledged, and pursuant to the authority of the Members of said limited liability company, by these presents does REMISE, RELEASE, ALIEN and CONVEY 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 14th day of February, 2005 and known as Trust Number 05-8128, 500 West Madison Street, Suite 3630, Chicago, Illinois 60661, all interest in the following described real estate ("Real Estate") situated in the County of Cook, in the State of Illinois, to wit:

LOT 63 IN WOODFIELD BUSINESS CENTER TWO WEST,
BEING A SUBDIVISION OF PART OF THE NORTHEAST
QUARTER OF SECTION 10, TOWNSHIP 41 NORTH, RANGE
10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK
COUNTY, ILLINOIS.

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Together with all and singular and 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 hereditaments and appurtenances: TO HAVE AND TO HOLD the Real Estate with the appurtenances, upon the trusts and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide the Real Estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide the 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 the 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 the Real Estate, or any part thereof, to lease the 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

BOX 333-CT1

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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 the 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 the Real Estate or any part thereof, and to deal with the 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 relations to the Real Estate, or to whom the 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 the Real Estate, or be obliged to see that the terms of this trust have been compiled 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 the Real Estate shall be conclusive evidence in favor of every person (including the Registrar of Titles 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.

And the said grantor(s) hereby expressly waive(s) and release(s) any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

SUBJECT TO: Permitted Exceptions as identified in Exhibit A attached hereto and by this reference incorporated herein.



The above described Real Estate, personal property, fixtures and systems are being sold "AS IS, WHERE IS, WITH ALL FAULTS". Grantor makes no representations, warranties or guaranties with respect to the condition of the Real Estate, personal property, fixtures and systems, express or implied, or arising by operation of law, including but not limited to, any warranty of condition, habitability, merchantability or fitness for a particular use, occupancy or purpose concerning or with respect of the Real Estate, personal property, fixtures and systems, except for the warranties and representations made by Grantor in the Purchase and Sale Agreement dated January 17, 2005 executed by Grantor and Grantee.


Permanent Index Number: 07-10-204-009-0000
Property Address: 125 Commerce Drive, Schaumburg, Illinois 60173
Dated this 1st day of March, 2005

IN WITNESS WHEREOF, Grantor has caused its name to be signed to these present by its duly authorized Member referenced herein.


PARK REALTY ASSOCIATES LLC

By: *Robert M. Simenson*
Robert M. Simenson, as Trustee for the Robert M. Simenson 1994 Declaration of Trust dated September 28, 1994, One of Its Members


VILLAGE OF SCHAUMBURG
REAL ESTATE TRANSFER TAX
4484 

STATE TAX

STATE OF ILLINOIS
APR. - 6.05
REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE
116285_1:04-1230

0000084769
REAL ESTATE TRANSFER TAX
0217500
FP 102808

COUNTY TAX

COOK COUNTY
REAL ESTATE TRANSACTION TAX
APR. - 6.05
REVENUE STAMP

0000084978
REAL ESTATE TRANSFER TAX
0108750
FP 102802

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STATE OF ILLINOIS)
) ss:
County of Lake)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Robert M. Simenson, Trustee of the Robert M. Simenson 1994 Declaration of Trust dated September 28, 1994, personally known to me to be the Trustee of the Robert M. Simenson Trust, which is a member of Park Realty Associates LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such he signed, sealed and delivered the said instrument as the free and voluntary act and deed of said Trust and company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 24th day of February, 2005.

Michael L. Ralph, Jr.
Notary Public

My commission expires on 6/4/2008.



COOK COUNTY - ILLINOIS TRANSFER STAMP

* If Grantor is also Grantee you may want to strike Release & Waiver of Homestead Rights.

NAME and ADDRESS OF PREPARER:
Michael L. Ralph, Jr.
175 E. Hawthorn Parkway - Suite 345
Vernon Hills, IL 60061

EXEMPT UNDER PROVISIONS OF PARAGRAPH
SECTION 4,
REAL ESTATE TRANSFER ACT
DATE: _____

Signature of Buyer, Seller or Seller Representative

** This conveyance must contain the name and address of the Grantee for tax billing purposes: (55 ILCS 5/3-5020) and name and address of the person preparing the instrument: (55 ILCS 5/3-5022)

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EXHIBIT A PERMITTED EXCEPTIONS

1. Rights of vendors and holders of security interests of personal property installed upon the Real Estate by tenants and rights of tenants to remove trade fixtures at the expiration of the terms of the leases of the current tenants.
2. Non-delinquent general taxes and assessments for the year 2004 and subsequent years.
3. The leases of Mimaki USA, Inc., and GN Resound North America Corporation, Inc., as defined in Exhibit C of the Purchase and Sale Agreement dated January 17, 2005 between Grantor and Grantee.
4. Provisions contained in the Declaration of Protective Covenants for Woodfield Business Center-Two, dated June 23, 1983 and recorded July 14, 1983 as Document 26687855, as amended by First Amendment recorded November 16, 1992 as Document 92855930.
5. Non-Exclusive Easement, reserved for and granted to the Illinois Bell Telephone Company, the Commonwealth Edison Company, the Northern Illinois Gas Company, Cablenet of Illinois, Inc., and the Village of Schaumburg, Cook County, Illinois and their successors and assigns, over the land, to install, lay, construct, renew, operate, and maintain underground conduits and cables, sewers and water mains, with all necessary manholes, water valves, and other equipment for the purpose of serving the subdivision and other property with the telephone, electric, sewer, gas and water service; the right to enter upon the lots at all times to install, lay, construct, renew, operate and maintain, within said easement area, said conduits, cables, manholes, water valves and other equipment; and the right is granted to cut down and remove, or trim and keep trimmed, any trees, shrubs, or saplings that interfere, or threaten to interfere, with any of the said public utility easements. all installations shall be underground or on the surface, but not overhead, as shown on the plat of Woodfield Business Center Two-West recorded February 9, 1983 as document number 26501312.

(Affects the Northwesterly 20 feet and Southwesterly 10 feet of the land)

5. Easement provisions, contained in plat of Woodfield Business Center Two-West recorded February 9, 1983 as Document Number 26501312, that no permanent buildings or other structures are to be erected or maintained upon aforesaid easement strips of land, but owners of lots in the subdivision shall take subject to the rights of the public utilities and to the rights of the owners of other lots in the aforementioned subdivision.

(Affects the land 20 feet over the Northwesterly line and 10 feet over the Southwesterly line of the land)

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6. Covenants and restrictions as shown on plat of Woodfield Business Center Two-West recorded February 9, 1983 as Document Number 26501312 as follows:

The areas delineated as "Storm Water Detention Area" are reserved for the benefit of the owners of real property in said subdivision, National Boulevard Bank, as Trustee under Trust Agreement dated March 20, 1981 and known as Trust Number 6758, as owner, on behalf of its grantees successors and assigns and on behalf of the owners of property in the subdivision, covenants and agrees to improve and maintain the areas delineated in accordance with the provisions of documents to be hereafter recorded.

7. A 30 foot building set back line, as shown on plat of Woodfield Business Center Two-West recorded February 9, 1983 as Document 26501312 over the Westerly line of Lot 63.

8. Easement for public utilities, as shown on plat of Woodfield Business Center Two-West recorded February 9, 1983 as Document 26501312, 20 feet over the Northwesterly line and 10 feet over the Southwesterly line of lot 63.

9. Encroachment of the Northeastly wall located on the land, onto property East and adjoining by .10 of a foot to .02 of a foot and onto property North and adjoining by .15 of a foot, as disclosed by survey dated February 21, 2005, order number 05-014B by Haeger Engineering LLC.

10. Acts of Grantee and anyone claiming by, through or under Grantee.