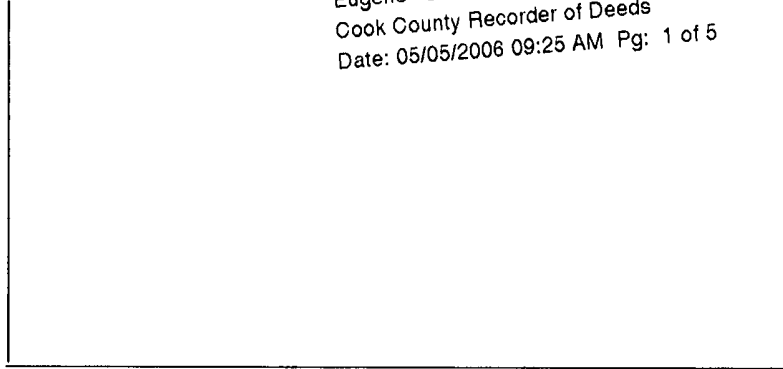


# UNOFFICIAL COPY



Doc#: 0612535076 Fee: \$32.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/05/2006 09:25 AM Pg: 1 of 5



Space Above This Line For Recorder's Use

## SPECIAL WARRANTY DEED

THIS IS A DEED dated April 11, 2006, effective ~~April~~ <sup>May</sup> 3, 2006, by Equilon Enterprises LLC, a Delaware limited liability company, with an address of 12700 SAINT S.J Northborough, Suite 100, Houston, Texas 77067 (hereinafter "Grantor"), to ~~St~~ Sebastian, Inc., an Illinois corporation, with an address of 10001 South Ridgeland, Chicago Ridge, Cook County, Illinois 60415 (hereinafter "Grantee").

GRANTOR, for good and valuable consideration received, hereby grants and conveys to Grantee the following described real property commonly known as 10001 South Ridgeland, Chicago Ridge, Cook County, Illinois 60415 (hereinafter "Premises");

See attached Exhibit "A" for legal description

together with all rights, privileges and appurtenances thereto and all buildings and land improvements thereon, LESS AND EXCEPT:

All right, title and interest in and to any oil, gas and other minerals (including without limitation, helium, lignite, sulfur, phosphate and other solid, liquid and gaseous substances), regardless of the nature thereof and whether similar or dissimilar, and the right to explore for, develop and produce same, as well as the right to lease the Premises herein conveyed for such purposes, and all mineral and royalty rights whatsoever in, on or under and pertaining to the Premises but without the right to use, or right of any ingress to or egress from the surface of the Premises herein conveyed for exploration or producing purposes, all of said interests having been saved, retained, reserved and excepted in a previous conveyance of the Premises.

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TO HAVE AND TO HOLD the Premises unto Grantee and Grantee's heirs, administrators, executors, successors and assigns forever, but

SUBJECT to the following:

Encroachments, protrusions, easements, changes in street lines, rights-of-way, and other matters that would be revealed by a current on-the-ground survey and inspection of the Premises;

Recorded leases, agreements, easements, rights-of-way, covenants, conditions and restrictions as the same may be of present force and effect;

Zoning regulations, ordinances, building restrictions, regulations and any violations thereof;

The lien for real property taxes and any liens for special assessments, which in each case, as of the date hereof, are not delinquent or yet due and payable.

As additional consideration furnished by Grantee, and as an inducement to Grantor to grant and convey the Premises, Grantee hereby further agrees and covenants as follows:

1. Subject to section numbered 3 immediately below, for a period of ten (10) years, beginning on the effective date of this Deed, Grantee agrees that if the Premises is used for the sale of motor fuel, the motor fuel must be purchased from Grantor, or Grantor's successors or assigns, and the Premises must be operated pursuant to the terms and conditions of Grantor's standard Supply Agreement or its replacement (the covenants, agreements and restrictions in this section numbered 1 are hereinafter collectively referred to as the "Brand Covenant").

2. Grantee shall use, improve, lease, sell, encumber or transfer the Premises subject to the Brand Covenant. Grantee may not assign its rights or obligations under the Brand Covenant without the prior written consent of Grantor. The Brand Covenant runs with the land or leasehold interest, as applicable, will appear as a recorded item in the property records of the Premises, and is for the benefit of, and binds, the successors in interest and assigns of Grantee. Grantor's failure to enforce any breach of the Brand Covenant is not a waiver of the Brand Covenant or of any subsequent breach thereof. All purchasers, lessees, and possessors of all or any portion of the Premises and their respective heirs, successors, and assigns will be deemed by their purchase, lease, or possession to be in accord with, and shall agree to the terms of, the Brand Covenant.

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3. Grantee will be excused from complying with the Brand Covenant if Grantor elects to do a market withdrawal in accordance with the Petroleum Marketing Practices Act, 15 USC 2801, et seq., from a geographic area that includes the Premises.

4. If Grantee fails to comply with the Brand Covenant for any reason whatsoever, Grantor may pursue any and all actions to enforce the terms of the Brand Covenant and pursue any and all remedies available at law or in equity.

Subject to all of the foregoing, Grantor covenants with Grantee that Grantor will warrant and defend title to the Premises against the lawful claim of all persons claiming by, through or under Grantor, but not otherwise.

Permanent Index Number (PIN): 24-08-301-010-0000

EXECUTED by Grantor as of the date first herein specified.

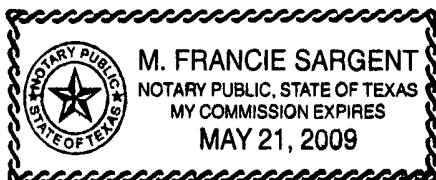
EQUILON ENTERPRISES LLC

By: Charles T. Badrick  
Charles T. Badrick  
Manager, Real Estate Contracts

STATE OF TEXAS            )  
  )        SS  
COUNTY OF HARRIS        )

The within and foregoing instrument was acknowledged before me on April 11, 2006 by Charles T. Badrick, Manager, Real Estate Contracts, for Equilon Enterprises LLC, a Delaware limited liability company, on behalf of the company.

WITNESS my hand and official seal:



M. Francie Sargent  
Notary's Signature

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AGREED TO AND ACCEPTED:

~~SAINT~~ ~~Sebastian, Inc~~

By: Sebastian Joseph

Name: SEBASTIAN JOSEPH


Title: PRESIDENT

Date: ~~April~~ 3, 2006  
March

State of Illinois )

County of COOK )

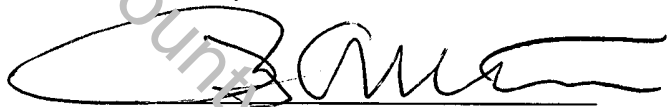
§

STATE TAX	STATE OF ILLINOIS	# 0000005179	REAL ESTATE TRANSFER TAX
			0085050
	REAL ESTATE TRANSFER TAX DEPARTMENT OF REVENUE		FP 103024

MAY - 3.06

Before me Patrick Mitchell (here insert the name and character of the officer) on this day personally appeared Sebastian Joseph known to me (or proved to me on the oath of Sebastian Joseph) 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.

Given under my hand and seal of office this 3rd day of March, 2006.



Notary's Signature

Prepared by:

Joseph A. Girardi  
Henderson & Lyman  
Suite 240  
175 W. Jackson  
Chicago, IL 60604


Mail Subsequent Tax Statements to:

St. Sebastian, Inc.  
10001 South Ridgeland  
Chicago Ridge, Illinois 60415

"OFFICIAL SEAL"
FATRICK A. MITCHELL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/22/2006

When Recorded Mail to:

Patrick Mitchell  
3525 W Peterson 218  
Chicago IL 60659  
25-179

COUNTY TAX	COOK COUNTY REAL ESTATE TRANSACTION TAX	# 000003178	REAL ESTATE TRANSFER TAX
			0042525
	REVENUE STAMP		FP 103022

MAY - 3.06

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## EXHIBIT A

### LEGAL DESCRIPTION OF PREMISES

LOT 3 (EXCEPT THE NORTH 226.44 FEET THEREOF) IN BLOCK 2 IN IPEMA'S SUBDIVISION NO. 2, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

PIN: 24 08-301-010-0000

PROPERTY: 10001 South Ridgeland  
Chicago Ridge, Illinois 60415

Property of Cook County Clerk's Office