

# UNOFFICIAL COPY

Tax Identification Number(s):

15-12-219-033-0000 and 15-12-219-038-0000



Doc#: 0617244118 Fee: \$38.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/21/2006 04:44 PM Pg: 1 of 8

RECORDING REQUESTED BY, AND WHEN  
RECORDED MAIL DOCUMENT TO:

FIRST AMERICAN TITLE INSURANCE COMPANY  
1900 Midwest Plaza West  
801 Nicollet Mall  
Minneapolis, MN 55402-2504  
Attn: Jennifer Du Mond  
Phone: (612) 305-2000

TAX STATEMENTS SHOULD BE MAILED TO:

Name: ASP Realty, Inc  
c/o New Albertsons, Inc.  
Address: 250 Parkcenter Blvd., P.O. Box 20  
City, State, Zip Code: Boise, ID 83726  
Attn.: Dept. 70428-Corporate Tax

Exempt under provisions of Paragraph  
35 ILCS 200/31-45, Property Tax Code.

June 1, 2006 *Patricia M. ...*  
Date Buyer, Seller, or Representative

Space Above This Line for Recorder's Use  
(Unit No. 3223) (IL)

## WARRANTY DEED

Date: June 1, 2006

For valuable consideration, American Stores Properties LLC, a limited liability company under the laws of Delaware, successor to American Stores Properties, Inc., a corporation under the laws of Delaware, Grantor, whose address is 250 Parkcenter Blvd., P.O. Box 20, Boise, Idaho 83726, by these presents does hereby grant, sell, warrant and convey to ASP Realty, Inc., a corporation under the laws of Delaware, Grantee, whose address is 250 Parkcenter Blvd., P.O. Box 20, Boise, Idaho 83726, real property in Cook County, Illinois, described as follows:

See Exhibit A attached hereto and made a part hereof,

together with all hereditaments and appurtenants belonging thereto (collectively, the "Property"), subject to the following encumbrances:

See Exhibit B attached hereto and made a part hereof,

to have and to hold the same, unto Grantee, in fee simple, forever.

EXEMPTION APPROVED  
DEPUTY VILLAGE CLERK, VILLAGE OF RIVER FOREST

*Debra Macgregor*

NCS-5 V 3223-IL-MPLS  
8/1/06

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Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple and that Grantor has good right and lawful authority to sell and convey the Property. Grantor hereby warrants the title to the Property. Grantor warrants that the Property is free of all encumbrances except those described on Exhibit B.

In the case of any breach of Grantor's warranties herein contained, whether such warranties are express or implied, the liability of Grantor shall be limited to Grantor's interest in the Property hereby conveyed (immediately prior to the conveyance described in this Warranty Deed) and all amounts (collectively, "Indemnified Amounts") which are recovered from the non-affiliated transferors prior to Grantor in the Property's chain of title ("Prior Transferors") or pursuant to any title insurance policies for the Property existing prior to the date of this Warranty Deed ("Pre-Existing Title Policy").

Grantor irrevocably assigns to Grantee all of Grantor's right, title and interest in and to all Indemnified Amounts, including without limitation all claims, actions, rights of recovery and indemnity, losses, damages, expenses and fees (including, without limitation, reasonable attorneys' fees and court costs), at law, in equity or by contract, which Grantor may now or hereafter have against any and all Prior Transferors or under any Pre-Existing Title Policy, and Grantor hereby irrevocably designates and appoints Grantee as Grantor's attorney-in-fact, coupled with an interest, with respect to all Indemnified Amounts.

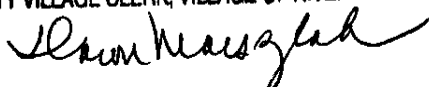
Notwithstanding any provision herein to the contrary, the warranties and covenants contained herein shall be solely for the benefit of and enforceable by Grantee hereunder and for no other party including heirs, successors and assigns of Grantee and under no circumstances shall such warranties and covenants be deemed to run with the land.

Without limiting the foregoing provisions of this Warranty Deed, if Grantee makes any claim against Grantor as the result of any alleged breach of any covenants or warranties in this Warranty Deed, upon Grantor's receipt of Grantee's written notice of such breach to the address set forth below, Grantor shall either (i) make and diligently pursue all claims against the Prior Transferors and against any title insurance company under any applicable Pre-Existing Title Policy, or (ii) permit Grantee, in the name of Grantor, to make any or all such claims, in all cases at the sole cost and expense of Grantee, including without limitation counsel selected and retained by Grantee as is reasonably acceptable to Grantor. If Grantor is named by any third-party in any proceeding in connection with any such claim, Grantee (at Grantee's sole cost) shall with counsel reasonably acceptable to Grantor defend and procure the dismissal of Grantor from such proceeding (subject to the requirements of law in connection with pursuing the claims against the Prior Transferors and the title insurance company, as applicable).

Grantor's address for notice pursuant to the immediately foregoing paragraph is:

Albertson's LLC  
250 East Park Center Blvd., West Plaza  
Boise, ID 83706

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DEPUTY VILLAGE CLERK, VILLAGE OF RIVER FOREST



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IN WITNESS WHEREOF, Grantor has executed and delivered this Warranty Deed to Grantee as of the date first written above.

GRANTOR:

AMERICAN STORES PROPERTIES LLC

By: ASP REALTY, INC., its sole member

No  
Corporate Seal

By: *Patrick Madigan*

Print Name: Patrick Madigan

Title: \_\_\_\_\_

**AUTHORIZED SIGNATOR**

Property of Cook County Clerk's Office

**EXEMPTION APPROVED**  
DEPUTY VILLAGE CLERK, VILLAGE OF RIVER FOREST

*Debra Newsom*

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STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this 2nd day of June, 2006, by Patrick Madigan, the Authorized Signatory of ASP Realty, Inc., a Delaware corporation, the sole member of AMERICAN STORES PROPERTIES LLC, a Delaware limited liability company, as successor to American Stores Properties, Inc., a Delaware corporation, on behalf of the limited liability company.



Kimmy K. Schmidt  
Notary Public

EXEMPTION APPROVED  
DEPUTY VILLAGE CLERK, VILLAGE OF RIVER FOREST  
Heaven Harszfeld

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Unit No. 3223

## EXHIBIT A

### Legal Description

**Parcel 1:**

Lot 1 in Aspi's Plat of Consolidation of part of the West 1/2 of the Northeast 1/4 of Section 12, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 2:**

Non-exclusive easement for the benefit of Parcel 1 as created by Declaration of Restrictions and Grant of Easements recorded November 3, 1998 as document 98991841, made by and between the Village of River Forest and American Stores Properties, Inc., for the purpose of ingress and egress by vehicular and pedestrian traffic and for vehicular parking upon, over, across and through the common area of grantors land as shown on site plan attached thereto as Exhibit "A".

7525 W. Lake Street, River Forest, Illinois

Permanent Index No.: 15-12-219-033-0000, 15-12-219-038-0000

**EXEMPTION APPROVED**

DEPUTY VILLAGE CLERK, VILLAGE OF RIVER FOREST



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## EXHIBIT B

### Permitted Exceptions

1. Real estate taxes and special assessments that are not delinquent as of the date of this Warranty Deed.
2. Easements, covenants, conditions and restrictions that do not interfere with the current use and occupancy of the Property.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

#3223

## PLAT ACT AFFIDAVIT

State of New York


County of New York } ss.

Susan McMillan being duly sworn on oath, states that she resides at Base, Idaho. That the attached deed is not in violation of 765 ILCS 205/1 for one of the following reasons:

1. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed;
  - OR -
  - the conveyance falls in one of the following exemptions as shown by Amended Act which became effective July 17, 1959.
2. The division or subdivision of the land into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access.
3. The divisions of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access.
4. The sale or exchange or parcels of land between owners of adjoining and contiguous land.
5. The conveyance of parcels of land or interests therein for use as right of way fro railroads or other public utility facilities, which does not involve any new streets or easements of access.
6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land increased with a public use.
8. Conveyances made to correct descriptions in prior conveyances.
9. The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act into no more than two parts and not involving any new streets or easements of access.
10. The sale of a single lot of less than 5.0 acres from a larger tract when a survey is made by an Illinois registered surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land. Amended by P.A. 80-318, 1 eff. October 1, 1977.

CIRCLE THE NUMBER ABOVE WHICH IS APPLICABLE TO THE ATTACHED DEED.

Affiant further state that she makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.



SUBSCRIBED and SWORN to before me

this 2nd day of June, 2006.

Pamela L. Springer

PAMELA L. SPRINGER  
Notary Public, State of New York  
No. 01SP5013941  
Qualified in Nassau County  
Commission Expires July 15, 2007

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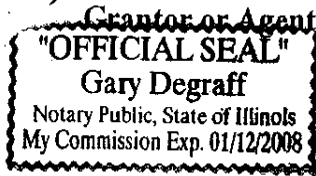
## STATEMENT BY GRANTOR AND GRANTEE

The **Grantor** or his Agent affirms that, to the best of his knowledge, the name of the **Grantee** shown on the Deed or Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated \_\_\_\_\_, 20\_\_\_\_

Signature: *[Handwritten Signature]*

Subscribed and sworn to before me  
by the said \_\_\_\_\_  
this 21 day of June, 2006  
Notary Public *[Handwritten Signature]*

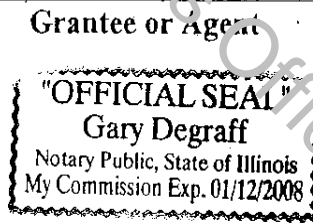


The **Grantee** or his Agent affirms and verifies that the name of the **Grantee** shown on the Deed or Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated \_\_\_\_\_, 20\_\_\_\_

Signature: *[Handwritten Signature]*

Subscribed and sworn to before me  
by the said \_\_\_\_\_  
this 21 day of June, 2006  
Notary Public *[Handwritten Signature]*



**Note:** Any person who knowingly submits a false statement concerning the identity of a **Grantee** shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attached to Deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

Revised 10/02-cp