



Doc#: 0622242134 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/10/2006 01:26 PM Pg: 1 of 5

Prepared by:

Christopher Vidovic
Hagan & Vidovic LLP
200 E. Randolph Drive
Suite 4322
Chicago, IL 60601

WARRANTY DEED

THIS WARRANTY DEED, made as of August 3, 2006 between HUMANA HEALTH PLAN, INC., a Kentucky corporation, whose address is 500 West Main Street, Louisville, Kentucky 40202 ("Grantor"), and BEVERLY CENTER, LLC, an Illinois limited liability company, whose address is 3842 N. Greenview, Chicago, Illinois 60613 ("Grantee").

WITNESSETH:

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, grants, sells and conveys to Grantee, its successors and assigns, the lots, tracts or parcels of land in the City of Chicago, County of Cook, State of Illinois, described in "Exhibit A" subject to the matters in "Exhibit B".

TO HAVE AND TO HOLD such premises with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining (including without limitation all hereditaments, privileges, tenements and appurtenances belonging or appertaining to such premises, all right, title and interest of Grantor in and to all open or proposed highways, streets, roads, avenues, alleys, easements, strips, gores and rights-of-way in, on across in front of, contiguous to, abutting or adjoining such premises) to Grantee and Grantee's successors and assigns forever, Grantor covenanting that, except for the matters set forth in Exhibit B, such premises are free and clear from any encumbrance done or suffered by Grantor and that Grantor will warrant and defend the title to such premises to Grantee and Grantee's successors and assigns forever against the lawful claims and demands of all persons claiming by, under or through Grantor.

Box 400-CTCC

827808602MM(1)


Property of Cook County Clerk's Office

Handwritten initials

UNOFFICIAL COPY

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed on the date first written above.

**HUMANA HEALTH PLAN, INC.,
A Kentucky corporation**

By:  (Seal)
Name: Ralph M. Wilson
Title: Vice President and
Assistant General Counsel

Property of Cook County Clerk's Office

STATE OF ILLINOIS
STATE TAX
AUG.-8.06
REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE

0000005881

REAL ESTATE TRANSFER TAX
04500.00
FP 103024

COOK COUNTY
REAL ESTATE TRANSACTION TAX
COUNTY TAX
AUG.-8.06
REVENUE STAMP

0000003886

REAL ESTATE TRANSFER TAX
02250.00
FP 103022

CITY OF CHICAGO
CITY TAX
AUG.-8.06
REAL ESTATE TRANSACTION TAX
DEPARTMENT OF REVENUE

0000003989

REAL ESTATE TRANSFER TAX
33750.00
FP 103023

UNOFFICIAL COPY

COMMONWEALTH OF KENTUCKY)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RALPH M. WILSON, the Vice President and Assistant General Counsel of HUMANA HEALTH PLAN, INC., 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 he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 3 day of August, 2006.



Janet T. Harper, Notary Public
State at Large
Kentucky
My Commission Expires Sept. 28, 2009

Janet T. Harper
Notary Public

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EXHIBIT A TO WARRANTY DEED

LOTS 25 TO 39, INCLUSIVE, (EXCEPT OF A PORTION OF LOT 38, DEDICATED FOR PUBLIC ALLEY) IN BLOCK 2 IN JOHN JENSEN AND SONS' BEVERLY HIGHLANDS, BEING A SUBDIVISION OF THE SOUTH 9.25 ACRES OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 25-07-116-022-0000
25-07-116-023-0000
25-07-116-024-0000
25-07-116-025-0000
25-07-116-026-0000
25-07-116-027-0000
25-07-116-028-0000
25-07-116-029-0000
25-07-116-030-0000
25-07-116-031-0000
25-07-116-032-0000
25-07-116-033-0000
25-07-116-034-0000
25-07-116-035-0000
25-07-116-036-0000

Property Address: 9831 South Western Avenue
Chicago, Illinois

UNOFFICIAL COPY

EXHIBIT B TO WARRANTY DEED

1. TAXES FOR THE YEAR(S) 2006 AND SUBSEQUENT YEARS NOT YET DUE AND PAYABLE.
2. EXISTING UNRECORDED LEASES IN FAVOR OF THE FOLLOWING TENANTS:
ADVOCATE HEALTH CENTERS, INC. AND SOUTHWESTERN MEDICAL CENTER, INC., S.C.
3. TERMS AND CONDITIONS CONTAINED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED SEPTEMBER 9, 1985 AND FILED SEPTEMBER 12, 1985 AS LR3461799 MADE BY BEVERLY BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 9, 1984 AND KNOWN AS TRUST NUMBER 8-7668, EVERGREEN PLAZA ASSOCIATES, AN ILLINOIS LIMITED PARTNERSHIP, BEVERLY BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 4, 1979 AND KNOWN AS TRUST NUMBER 8-6349, AMERICAN NATIONAL BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 24, 1969 AND KNOWN AS TRUST NUMBER 28069 AND BEVERLY BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 28, 1984 AND KNOWN AS TRUST NUMBER 8-7685 FOR THE BENEFIT OF OWNERS OF SHOPPING CENTER NORTH AND ADJOINING THE LAND, RELATING TO PROHIBITION OF PREGNANCY TERMINATIONS, MEDICAL EMERGENCY SERVICES, AND MORALLY CONTROVERSIAL MEDICAL PROCEDURES; NUISANCE AND QUIET ENJOYMENT; PROHIBITION OF ACTIVITY PRIMARILY DIRECTED TO PROVIDING SERVICES TO INDIVIDUALS RECEIVING ASSISTANCE FROM THE ILLINOIS DEPARTMENT OF PUBLIC AID; MEDICAL SERVICES; PROVISIONS FOR PURCHASE BY SHOPPING CENTER OWNER IF RESTRICTIONS HEREIN AFFECT FUTURE MARKET VALUE TO A PERCENTAGE LISTED THEREIN; CESSATION OF COVENANTS AND RESTRICTIONS ON CERTAIN EVENTS RELATING TO SHOPPING CENTER PROPERTY; FUTURE NEGOTIATIONS AT 10TH AND 15TH ANNIVERSARIES; REMEDIES INCLUDING LIEN ON LAND FOR FEES, COSTS AND EXPENSES OF LITIGATION ASSOCIATED WITH INJUNCTION OF RESTRAINING ORDER TO PREVENT PREGNANCY TERMINATIONS.

NOTE: SAID INSTRUMENT CONTAINS NO PROVISION FOR A FORFEITURE OF OR REVERSION OF TITLE IN CASE OF BREACH OF CONDITION.