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Doc#: 0625133170 Fee: \$32.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/08/2008 01:33 PM Pg: 1 of 5

0625133170

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## SPECIAL WARRANTY DEED WITH RESTRICTIVE COVENANT

THIS IS A DEED dated September 1, 2006, effective September 6, 2006, by Equilon Enterprises LLC, a Delaware limited liability company, with an address of 12700 Northborough, Suite 100, Houston, Texas 77067 (hereinafter "Grantor"), to Tanya Enterprise, LLC, an Illinois limited liability company, with an address of 987 Oakhurst Lane, Riverwoods, Illinois 60015 (hereinafter "Grantee").

GRANTOR, for good and valuable consideration received, hereby grants and conveys to Grantee the following described real property commonly known as 3401 W. Peterson Avenue, Chicago, Cook County, Illinois 60679 (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.

Box 400-CTCC

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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.

IN ADDITION TO THE FOREGOING, Grantor grants the Premises to Grantee subject to the following covenants and restrictions.

Additional consideration furnished by Grantee, as an inducement to Grantor to convey the Premises to Grantee at a reduced purchase price, is Grantee's covenant and agreement that the following covenants and restrictions shall be observed during the period of ten (10) years after the date of recording of this Special Warranty Deed With Restrictive Covenant. No motor vehicle fuels whatsoever, including but not limited to petroleum products, shall be advertised, stored, sold or distributed on the Premises, or any part thereof; provided, however, the term "motor vehicle fuels" shall not include lubricants, additives, solvents, cleaners, or anti-freeze (the "Restrictive Covenant"). The Restrictive Covenant shall expire automatically at the end of such ten (10) year term without need for filing a release or for other action of either Grantor or Grantee. Grantee hereby acknowledges that the terms, conditions and duration of the Restrictive Covenant are fair and reasonable. Grantee hereby agrees that, in the event the Restrictive Covenant is violated, Grantor (i) may elect to enforce the Restrictive Covenant by an action in equity to obtain an injunction against any violation of the Restrictive Covenant; and (ii) may pursue any other remedy available at law or in equity for any breach of the Restrictive Covenant.

The Premises and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered and conveyed subject to the Restrictive Covenant. The Restrictive Covenant shall run with the land, and pass with each and every portion of the Premises, and shall

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apply to and bind the respective successors in interest thereof. The Restrictive Covenant is imposed upon the entire Premises.

The Restrictive Covenant is for the benefit of the real property commonly known as 5155 Kimball Avenue, Chicago, IL 60606 (the "Benefited Property"), and the remedies set forth above may be enforced by Grantor and by any successor to Grantor's interest in the Benefited Property.

All purchasers, lessees, and possessors of all or any portion of the Premises shall be deemed by their purchase, leasing, or possession of the Premises to have agreed to the foregoing. Grantee's acceptance of the deed to the Premises evidences Grantee's acceptance of and agreement to the Restrictive Covenant, and Grantee acknowledges that Grantee has received adequate and sufficient consideration for Grantee's acceptance of and agreement to the Restrictive Covenant. Any failure to enforce or waiver of any breach of the Restrictive Covenant shall not constitute a waiver of the Restrictive Covenant or of any subsequent breach thereof or any remedy that may be exercised for breach thereof. The exercise of any remedy for any breach of the Restrictive Covenant shall not preclude the exercise of any other remedy for any breach of the Restrictive Covenant.

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): 13-02-403-047-0000

Address of Premises: 3401 W. Peterson Avenue, Chicago, Illinois 60659

EXECUTED by Grantor as of the date first herein specified.

EQUILON ENTERPRISES LLC

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

CITY OF CHICAGO		REAL ESTATE TRANSFER TAX
CITY TAX	 SEP.-7.06	12750.00
		FP 103023
REAL ESTATE TRANSACTION TAX DEPARTMENT OF REVENUE		# 0000004747

STATE OF TEXAS        )  
                                  )        SS  
COUNTY OF HARRIS    )

The within and foregoing instrument was acknowledged before me on September 1, 2006 by Charles T. Badrick, Mgr. Real Estate Contracts for Equilon Enterprises

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LLC, a Delaware limited liability company, on behalf of the company.

WITNESS my hand and official seal:



Kelly H. Knupp  
Notary's Signature

AGREED TO AND ACCEPTED:

Tanya Enterprises, LLC

By: [Signature]  
Name: Charles P. Gryll  
Title: Agent  
Date: September 6, 2006

STATE OF ILLINOIS	
STATE TAX	SEP. -7.06
REAL ESTATE TRANSFER TAX DEPARTMENT OF REVENUE	
# 0000006076	0170000
	FP 103024

State of Illinois )  
County of Cook )

§

COOK COUNTY REAL ESTATE TRANSACTION TAX	
COUNTY TAX	SEP. -7.06
REVENUE STAMP	
# 0000004086	<del>0085000</del>
	FP 103022

Before me Debra M. Kurowski (here insert the name and character of the officer) on this day personally appeared Charles P. Gryll, known to me (or proved to me on the oath of \_\_\_\_\_) 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 6th day of September, 2006.



Debra M. Kurowski  
Notary's Signature

Prepared by:

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

Mail Tax Bills to:

Tanya Enterprises, LLC  
987 Oakhurst Lane  
Riverwoods, Illinois 60015

When Recorded Mail to:

Charles P. Gryll  
6703 N. Cicero Avenue  
Linwood, IL 61712

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## EXHIBIT A

### LEGAL DESCRIPTION OF PREMISES

Lots One (1), Two (2), Three (3) and Four (4) (EXCEPT the West 1 foot) in Block Five (5) in OLIVER SALINGER and COMPANY'S KIMBALL BOULEVARD ADDITION to NORTH EDGEWATER, a Subdivision of the North Half (N ½) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) and that part of the North Half (N. ½) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Fractional Section Two (2), Township Forty (40) North, Range Thirteen (13) East of the Third Principal Meridian, lying West of the North Shore Channel, in Cook County, Illinois.

PIN: 13-02-403-047-0000

PROPERTY: 3401 W. Peterson Avenue  
Chicago, Illinois 60659