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Doc#: 0626833009 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/25/2006 07:29 AM Pg: 1 of 5

8267534 DRAEM 1072

Space Above This Line For Recorder's Use

SPECIAL WARRANTY DEED WITH RESTRICTIVE COVENANT

THIS IS A DEED dated September 18, 2006, effective September 21, 2006, by Equilon Enterprises LLC, a Delaware limited liability company, with an address of 12700 Northborough, Suite 100, Houston, Texas 77067 (hereinafter "Grantor"), to Metropolitan Bank Group, Inc., an Illinois corporation, with an address of 1110 West 35th Street, Chicago, Illinois 60609 (hereinafter "Grantee").

GRANTOR, for good and valuable consideration received, hereby grants and conveys to Grantee the following described real property commonly known as 2 E. Higgins, Hoffman Estates, Cook County, IL 60195 (hereinafter "Premises");

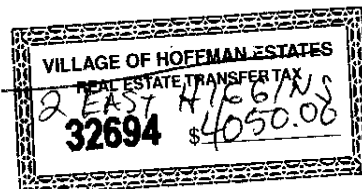
See attached Exhibit "A" for legal description

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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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 517 Mall Dr., Schaumburg, IL 60173 (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.

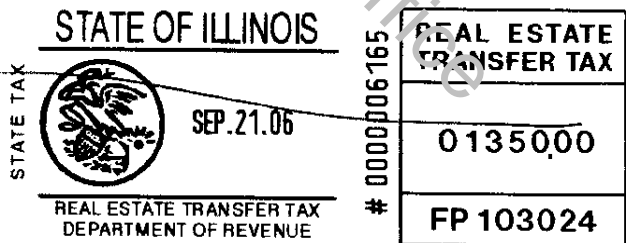
Subject to all of the foregoing, Grantor covenants with Grantee that Grantor will warrant and defend title to the Premises against the lawful claim of all persons claiming by, through or under Grantor, but not otherwise.

Permanent Index Number (PIN): 07-15-200-023-0000/
Address of Premises: 2 E. Higgins, Hoffman Estates, Cook County, IL 60195

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)

18, The within and foregoing instrument was acknowledged before me on September 18, 2006 by Charles T. Badrick, Manager, 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:

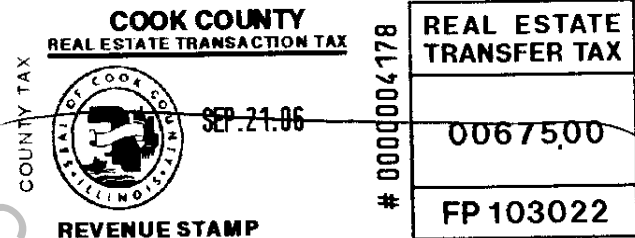
Kelly H. Knupp
Notary's Signature

AGREED TO AND ACCEPTED:

Metropolitan Bank Group, Inc.



By: [Signature]
Name: Scott Yelvington
Title: Chief Operating Officer
Date: September 21, 2006



State of Illinois)
County of Cook)

Before me Debra M. Kurowski (here insert the name and character of the officer) on this day personally appeared Scott Yelvington, 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 21ST 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:
Metropolitan Bank Group, Inc.
1110 West 35th Street
Chicago, Illinois 60609

When Recorded Mail to:
NICK GEROVNIS
MARTIN KARCAZES
101 N. CLARK #550
CHICAGO IL 60601

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Exhibit A

STREET ADDRESS: 2 EAST HIGGINS

CITY: HOFFMAN ESTATES

COUNTY: COOK

TAX NUMBER: 07-15-200-023-0000

LEGAL DESCRIPTION:

A PORTION OF LOT 14 OF BLOCK 1 IN HOFFMAN ESTATES NUMBER ONE BEING A SUBDIVISION OF PART OF SECTIONS 14 AND 15, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED AUGUST 5, 1955, AS DOCUMENT 1612242, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 14 OF BLOCK 1 IN HOFFMAN ESTATES NO. 1; THENCE NORTHWARD ALONG THE WEST LINE OF LOT 14 OF BLOCK 1 (WHICH IS ALSO THE EASTERLY LINE OF ROSELLE ROAD, AS THE SAME EXISTED ON NOVEMBER 15, 1957) SAID COURSE BEING A BEARING OF NORTH 3 DEGREES 7 MINUTES 51 SECONDS EAST A DISTANCE OF ONE HUNDRED FIFTY FEET; (150) THENCE SOUTH 86 DEGREES 52 MINUTES 9 SECONDS EAST A DISTANCE OF ONE HUNDRED FIFTY FEET; THENCE SOUTH 3 DEGREES 7 MINUTES 51 SECONDS WEST A DISTANCE OF ONE HUNDRED NINETY-SIX AND EIGHTY NINE HUNDREDTHS (196.89) FEET TO THE SOUTH LINE AFOREMENTIONED LOT 14 OF BLOCK 1 (WHICH IS ALSO THE NORTHERLY LINE OF HIGGINS ROAD AS THE SAME EXISTED ON NOVEMBER 15, 1957); THENCE ALONG SAID SOUTH LINE (WHICH IS ALSO THE NORTHERLY LINE OF HIGGINS ROAD AS THE SAME EXISTED ON NOVEMBER 15, 1957) NORTH 69 DEGREES 30 MINUTES 39 SECONDS WEST A DISTANCE OF ONE HUNDRED FIFTY-SEVEN AND SIXTEEN HUNDREDTHS (157.16) FEET TO THE POINT OF BEGINNING.

(EXCEPT THAT PART OF LOT 14 OF BLOCK 1 IN HOFFMAN ESTATES NUMBER ONE, BEING A SUBDIVISION OF PART OF SECTIONS 14 AND 15, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED AUGUST 5, 1955 AS DOCUMENT 1612242, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 14, THENCE ON AN ASSUMED BEARING OF NORTH 0 DEGREES 16 MINUTES 25 SECONDS EAST ALONG THE WEST LINE OF LOT 14, ALSO BEING THE EAST LINE OF ROSELLE ROAD 150.00 FEET TO THE GRANTOR'S NORTH LINE, THENCE SOUTH 89 DEGREES 43 MINUTES 35 SECONDS EAST ALONG GRANTOR'S NORTH LINE, 13.00 FEET; THENCE SOUTH 0 DEGREES 16 MINUTES 25 SECONDS WEST, 131.00 FEET; THENCE SOUTH 51 DEGREES 54 MINUTES 51 SECONDS EAST, 62.18 FEET TO THE SOUTH LINE OF LOT 14, ALSO BEING THE NORTHERLY LINE OF HIGGINS ROAD; THENCE NORTH 72 DEGREES 37 MINUTES 02 SECONDS WEST ALONG THE SOUTH LINE OF LOT 14, 65.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, TAKEN IN CASE NO. 96L50594)

PIN

07-15-200-023-0000

2 E. HIGGINS

Hoffman Estates, IL