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SPECIAL WARRANTY DEED (ILLINOIS)

AFTER RECORDING, MAIL TO:

Sidley Austin LLP
One South Dearborn Street
Chicago, Illinois 60603
Attn: Lee M. Smolen, Esq.

NAME AND ADDRESS OF PREPARER:

Shefsky & Froelich Ltd.
111 East Wacker Drive, Suite 2800
Chicago, Illinois 60601
Attn: Thomas R. Jappas, Esq.



Doc#: 0725444033 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/11/2007 11:53 AM Pg: 1 of 6

Dodi Schaumburg L.L.C., an Illinois limited liability company (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by 140-200 S. Roselle Road, LLC, a Delaware liability company ("Grantee"), whose mailing address is 875 North Michigan Avenue, 41st Floor, Chicago, Illinois 60611, and for other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, by these presents does GRANT, SELL, and CONVEY, unto Grantee, its successors and assigns forever, that certain real property located in Cook County, Illinois, as more particularly described on Exhibit "A" attached hereto, incorporated herein, and made a part hereof for all purposes, together with and expressly assigning to Grantee any and all rights appertaining thereto, including, without limitation, any and all of the improvements located thereon (said real property, together with any and all of the related improvements, rights, and appurtenances belonging or appertaining thereto, and any and all of the improvements located thereon, being herein collectively referred to as the "Property").

Tax Parcel Number(s): See Exhibit "A" attached hereto, incorporated herein, and made a part hereof.

Commonly Known As: 140-200 South Roselle Road, Schaumburg Illinois 60193

TO HAVE AND TO HOLD the Property unto Grantee, its legal representatives, successors and assigns forever; and Grantor does covenant, promise and agree to and with Grantee and its successors, that Grantor has not done or suffered to be done, anything whereby the Property is, or may be, in any manner encumbered or charged, except herein recited; and that Grantor will WARRANT AND DEFEND the Property unto Grantee, its legal representatives, successors and assigns, against every person lawfully claiming by, through, or under Grantor, but not otherwise; provided, that this conveyance and the covenants and warranties of Grantor herein contained are subject to those matters set forth in Exhibit "B" attached hereto, incorporated herein, and made a part hereof.

SIGNATURE PAGE FOLLOWS

First American Title Order # 298199 2065
TJ DEL

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IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed as of the ___ day of August, 2007.

GRANTOR:

Dodi Schaumburg L.L.C., an Illinois limited liability company

By: Dodi Schaumburg Management, Inc., an Illinois corporation, its Manager

Edward J. Kroll

By: Edward J. Kroll, Vice President

8/29-07
VILLAGE OF SCHAUMBURG
REAL ESTATE TRANSFER TAX
12048 \$21,700.00

COOK COUNTY
REAL ESTATE TRANSACTION TAX
COUNTY TAX
SEP. 11. 07
REVENUE STAMP

REAL ESTATE
TRANSFER TAX
1085000
FP 103042
0000037513

STATE OF ILLINOIS
STATE TAX
SEP. 11. 07
REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE

REAL ESTATE
TRANSFER TAX
2170000
FP 103037
0000019032

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, LORI A. KREVIS, a Notary Public in and for the County and State aforesaid, do hereby certify that Edward J. Kroll, the Vice President of Dodi Schaumburg Management, Inc., an Illinois corporation and Manager of Dodi Schaumburg L.L.C., an Illinois limited liability company, 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 and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21 day of August, 2007.



Lori A. Krevis
Notary Public

My Commission Expires: 10/29/2008

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 1 IN TOWN SQUARE RESUBDIVISION, BEING A RESUBDIVISION OF LOT 2 OF TOWN SQUARE SHOPPING CENTER SUBDIVISION AND LOTS 1 AND 2 OF WILK'S SUBDIVISION, AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22 TOWNSHIP 41 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING AND BEING IN THE VILLAGE OF SCHAUMBURG, COOK COUNTY ILLINOIS.

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 CONTAINED IN THE DECLARATION OF EASEMENTS AND PROTECTIVE COVENANTS FOR TOWN SQUARE SHOPPING CENTER RECORDED APRIL 25, 1996 AS DOCUMENT 96328988 AND AMENDED BY FIRST AMENDMENT RECORDED AS DOCUMENT 97377291 AND RE-RECORDED AS DOCUMENT 00553312 BY SECOND AMENDMENT RECORDED AS DOCUMENT 98630985 AND BY THIRD AMENDMENT RECORDED SEPTEMBER 21, 2005 AS DOCUMENT 0526450057.

PIN: 07-22-301-046-0000

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EXHIBIT B

PERMITTED EXCEPTIONS

1. Final installment taxes for the year 2006, and taxes for the years 2007 and subsequent years which are not yet due or payable.
2. Lease made by Dodi Schaumburg L.L.C., landlord, to Dominick's Finer Foods Inc., tenant demising the land for a term of years as disclosed by memorandum of lease recorded January 26, 1998 as document 98064977, and all rights thereunder of and all acts done or suffered thereunder by said lessee and the terms and conditions contained therein.
3. Terms, provisions, easements, covenants and restrictions contained in Declaration of Easements and Protective Covenants for Town Square Shopping Center recorded May 1, 1996 as document 96328988 as amended by first amendment recorded as document 97377291 and re-recorded as document 00553312, by second amendment recorded July 21, 1998 as document 98630985, and by third amendment recorded September 21, 2005 as document 0526450057.
4. Terms and conditions contained in easement agreement between the Village of Schaumburg and Town Square Condominium Association recorded September 3, 1996 as document 96672139, as shown on Survey noted infra.
5. Grant of perpetual easement for ingress and egress over that portion of the land described on Exhibit "C" attached to said instrument recorded August 26, 1975 as document 23199323 made by American National Bank and Trust Company of Chicago as trustee under trust 30587 to Lake-Cook Farm Supply Company, a corporation of Illinois and the terms and provisions contained therein, as shown on Survey noted infra.
6. License agreement and grant of easements recorded March 25, 1986 as document 86113878 made by First National Bank of Highland Park, as trustee under trust 2251 to Village of Schaumburg for the construction of an extended sanitary sewer, a license of five feet for access to maintain a sound attenuation wall, and a license for access to maintain a storm sewer. Partial release recorded as document 96672140, as shown on Survey noted infra.
7. Terms and provisions contained in easement agreement granted by NBD Bank as trustee under trust 2251-HP in favor of NBD Bank as trustee under trust 3632-HP for the purpose of a non-exclusive easement for pedestrian and vehicular access and ingress and egress recorded April 21, 1995 as document 95265841 and the terms and provisions contained therein, as shown on Survey noted infra.
8. Terms, provisions, conditions and limitations of the Town Square Shopping center Redevelopment Agreement recorded November 6, 1995 as document 95759595 as amended.
9. Notice of requirements for storm water detention, as disclosed by instrument recorded February 26, 1996 as document 96144084.
10. Public utility and storm sewer easements, and easement in favor of Ameritech, Northern Illinois Gas Company, and Commonwealth Edison, their respective successors and assigns, to install, V 2 Special Warranty Deed (Town Square)

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operate and maintain all equipment necessary for the purpose of serving the land and other property together with right of access to said equipment as created by plat recorded as document 96847770 and the terms and provisions contained therein, as shown on Survey noted infra.

11. Terms and conditions contained in Declaration of Covenants, Easements, Conditions and Restrictions made by Dodi Schaumburg L.L.C., recorded February 17, 1998 as document 98125948.

12. Rights of tenants, as tenants only, under written, unrecorded leases with no rights of first refusal or options to purchase all or any portion of the land.

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Property of Cook County Clerk's Office