UNOFFICIAL COPY



Doc#: 0725644058 Fee: \$32.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 09/13/2007 04:14 PM Pg: 1 of 5

SPECIAL WARRANTY DEED

REAL STATE STATES NO. 50150, NO. 50150, OTHER PROPERTY OF DES PLAINES

THIS INDENTURE is made this _____ day of ______, 2007 between Winthrop 1701 SRG, LLC, an Illinois limited liability company, of the County of Cook and State of Illinois ("Grantor") and CRP-2 Chicago Infill II, LLC, a Delaware limited liability company ("Grantee"), of Two International Place, Suite 2500, Boston, Massachusetts 02110. For and in consideration of the sum of Ten and No Dollars and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, Grantor REMISES, RELEASES, ALIENS AND CONVEYS to Grantee and to its successors and assigns, FOREVER, all of the following described real estate, situated in Cook County in the State of Illinois, known and described as follows:

Lot 3 and the North 50 feet of Lot 4 in Anderson Miller Des Plaines Industrial Park Unit Number 3, being a resubdivision of Lots 2, 3, 4 and part of Lots 5 and 6 in Grewe's Subdivision of that part of the Northwest Fractional Quarter and the West Half of the West Half of the Northeast Quarter of Section 30, Township 41 North, Range 12 East of the Third Principal Meridian, lying North of a line 14.70 feet North of the East and West center line of the North Half of said section (except the right of way of the Des Plaines Valley Railway) and except that part taken for Oakton Street by document number 10627381; together with the East 102 feet of Lot 1 and that part of Lot 6 lying northerly of a 19 foot switch track easement in George H. Gol's Subdivision of that part of the South Half of the North Half of Section 30, Township 41 North Range 12 East of the Third Principal Meridian, lying West of the right of way of the Des Plaines Valley Railroad, as shown on plat recorded September 10, 1928 as document 10142179, in Cook County, Illinois.

PIN: 09-30-100-064

Commonly known as: 1701 South Winthrop Drive, Des Plaines, Illinois

Together with all and singular the hereditaments and appurtenances thereunts belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainder; rents issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either in law or equity, of, in and to the above described premises with the hereditaments and appurtenances; TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the Grantee and its successors and assigns forever.

And the Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, WILL WARRANT AND DEFEND, subject to those exceptions set forth on attached **Exhibit A**.

LC

0725644058 Page: 2 of 5

UNOFFICIAL COPY

IN WITNESS WHEREOF, Grantor has caused its name to be signed to this Special Warranty Deed the day and year first above written.

Winthrop 1701 SRG, LLC, an Illinois limited liability company

By:

CED Management, LLC, an Illinois limited <u>liability</u> company, its Manager

Memher

STATE OF ILLINOIS) SS COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that Payed Local and a member of CED Management, LLC, an Illinois limited liability company, which is the maracer of Winthrop 1701 SRG, LLC, 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 the said instrument as his own free and voluntary act, and as the free and voluntary act of said companies, for the uses and purposes set forth.

Given under my hand and notarial seal this 6 day of 5, 2007.

SEAL

This document was prepared by:

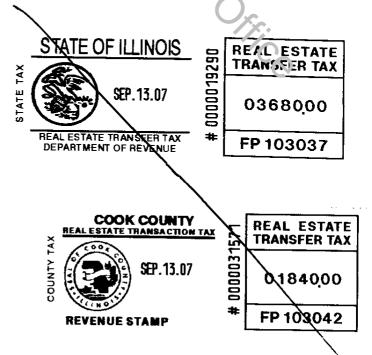
Michael B. Viner, Esq. Much Shelist et al. 191 North Wacker Drive, Suite 1800 Chicago, Illinois 60606

After recording mail to:

Dennis K. Moyer, Esq. Goulston & Storrs 2001 K Street, NW, Suite 1100 Washington, DC 20006

Send subsequent tax bills to:

CRP-2 Chicago Infill II, LLC Two International Place, Suite 2500 Boston, Massachusetts 02110 OFFICIAL SEAL
MARIBETH POBINSON
NOTARY PUBLIC - 87/15 OF ILLINOIS
MY COMMISSION EX PIRES 04/02/09

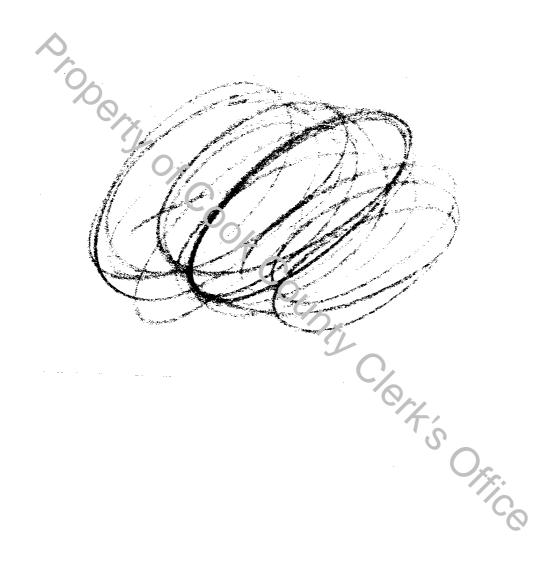


0725644058 Page: 3 of 5

UNOFFICIAL COPY

EXHIBIT A

Subject to the following exceptions:



UNOFFICIAL COPY

1701 S. Winthrop Dr.

EXHIBIT A

Subject to the following exceptions:

Real Estate taxes not yet due and payable.

Terms, provisions, conditions and limitations of Environmental No Further Remediation Letter recorded November 30, 2000 as document Number 00938640.

Coverants and Restrictions contained in Trustee's Deed from Evanston Trust and Savings Bank, a corporation of Illinois, as Trustee under Trust Agreement dated May 4, 1964 and known as Trust Number 592, to Ruth Hansen, dated January 2, 1966 and recorded April 15, 1966 as document 19796929, relating to construction, parking areas, outside storage, signs must be for information and identity only, landscaping, arched roof construction, and all from yard and side yard set back requirements of buildings to be erected on the land.

Easement reserved in Truste's Deed from Evanston Trust and Savings Bank, a corporation of Illinois, as Truste's under Trust Agreement dated May 4, 1964 and known as Trust Number 592, to Ruth Harsen, dated January 2, 1966 and recorded April 15, 1966 as Document 19796929, reserving to itself, its successors and assigns, easements, in perpetuity, in its discretion, to use, install, repair, replace and maintain utilities, including sanitary sewer, storm sewer, gas, electricity, telephone, and water facilities, and for ingress and egress over, under, and across these portions of land. The South 10 feet, the East 10 feet and the West 15 feet (within the 50 foot building line). (Affects the North 50 feet of Lot 4)

Building line, as shown on plat of resubdivision recorded December 9, 1964 as document 19329309, 50 feet on the West line of the land.

Easement for switch tracks and utilities over the Northerly 12.5 feet of the land, as shown on plat of said resubdivision.

Easement for public utilities over the East 10 feet of the land, as shown on plat of said resubdivision.

Covenants and Restrictions contained in Deed recorded January 19, 1965 as document 19361153, relating to construction, parking over, storage, sign, landscaping, etc. Note: Said instrument contains no provision for a forfeiture of or reversion of title in case of breach of condition. (Affects Lot 3)

Reservation of easement for utilities, sewers, and ingress and egress over the North 12 ½ feet, the East 10 feet and the West 15 feet of the land, as contained in Deed recorded January 19, 1965 as document 19361153.

0725644058 Page: 5 of 5

UNOFFICIAL COPY

Easement for railroad, if any, as contained in Deed recorded as Document 19361153, assigned by Evanston Trust and Savings Bank to Chicago and Northwestern Railway Company by document 19838872.

Existing unrecorded leases, and rights of parties in possession under such unrecorded leases.

Property of Cook County Clark's Office