

# UNOFFICIAL COPY



Doc#: 0800218077 Fee: \$34.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 01/02/2008 03:28 PM Pg: 1 of 6

This Instrument Prepared By:

Locke Lord Bissell & Liddell LLP  
2200 Ross Avenue, Suite 2200  
Dallas, Texas 75201  
Attn: Jonetta Brooks, Esq.

Permanent Real Estate Index Number: 29-24-200-068-0000

Address of Real Estate: 1725 East-West Road, Calumet City, Illinois 60409

*NCS-  
275155 B  
DEC 2007*

## SPECIAL WARRANTY DEED

STATE OF CHICAGO

§  
§  
§

KNOW ALL BY THESE PRESENTS:

COUNTY OF COOK

**THIS INDENTURE**, made as of December 01, 2007, between **1727-37 EAST-WEST ROAD HOLDINGS, LLC**, a Maryland limited liability company ("**Grantor**"), whose address is c/o CWCapital Asset Management LLC, 701 13<sup>th</sup> Street, NW, Suite 1000, Washington, DC 20005, Attention: Eric Deskins, and **NORTHAMPTON TOWNE CENTRE LLC**, a New York limited liability company ("**Grantee**"), whose address is 6961 Peachtree Industrial Blvd., Norcross, Georgia 30092, and whose U.S. taxpayer identification number is 41-2140197, witnesseth that:

**GRANTOR**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its successors and assigns forever, the real property situated in Cook County, Illinois, more particularly described on **Exhibit A** attached hereto and incorporated by reference herein (the "**Land**") together with (i) all buildings, structures, fixtures, improvements erected or located on the Land, or affixed thereto (the "**Improvements**"); and (ii) all tenements, hereditaments, rights, privileges, interests, easements and appurtenances belonging or in any way relating to the Land and/or the Improvements (collectively, the "**Property**").

This conveyance is made and accepted subject to the encumbrances described in **Exhibit B** attached hereto and made a part hereof (hereinafter called the "**Permitted Encumbrances**").

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**GRANTOR DOES HEREBY WARRANT** the title to the Property against the claims of all persons claiming by, through or under it, and will defend the same against the lawful claims of all such persons claiming by, through or under it, but not otherwise.

**GRANTEE** hereby assumes the payment of 2007 ad valorem taxes on the herein described Property.

BY ITS ACCEPTANCE HEREOF, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE AS SET OUT IN THIS DEED), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS OR SUBSTANCES. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR AND ACCEPTS THE PROPERTY AND WAIVES ALL OBJECTIONS OR CLAIMS AGAINST GRANTOR (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS OTHER THAN AS SET FORTH IN THIS SPECIAL WARRANTY DEED, REPRESENTATIONS OR INFORMATION PERTAINING

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TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE FOR THE PROPERTY HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY GRANTOR AND PURCHASED BY GRANTEE SUBJECT TO THE FOREGOING.

[Signature Pages Follow]

REAL ESTATE TRANSFER TAXEE  
 35725  
 12/27/07  
 Calumet City • City of Homes \$5,400.00

REAL ESTATE TRANSFER TAXEE  
 35726  
 12/27/07  
 Calumet City • City of Homes \$5,400.00

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IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument to be effective as of the day first written above.

**GRANTOR:**

**1727-37 EAST-WEST ROAD HOLDINGS, LLC,**  
a Maryland limited liability company

Witnesses:

Dustin Swartz

DUSTIN SWARTZ  
Printed Name

ADALBERTO O. HERNANDEZ

ADALBERTO O. HERNANDEZ  
Printed Name

By: U.S. Bank N.A., successor to State Street Bank and Trust Company, as Trustee for the Registered Holders of J.P. Morgan Commercial Mortgage Finance Corp., Mortgage Pass Through Certificate Series 1998-C6, sole member

By: CWCapital Asset Management LLC, solely in its capacity as Special Servicer to the Trust

By: Michael McGregor  
Name: Michael McGregor  
Title: Vice President

STATE OF MARYLAND §  
  §  
COUNTY OF MONTGOMERY §

The foregoing instrument was acknowledged before me on December 21, 2007, by Michael McGregor, the Vice President of CWCapital Asset Management LLC, solely in its capacity as Special Servicer for U.S. Bank N.A., successor to State Street Bank and Trust Company, as Trustee for the Registered Holders of J.P. Morgan Commercial Mortgage Finance Corp., Mortgage Pass Through Certificate Series 1998-C6, on behalf of such Trustee as sole member of Grantor. The above named individual X is personally known to me or \_\_\_ has produced the following identification which is current or has been issued within the past five years and bears a serial or other identifying number and did not take an oath.

Yvonne M. Jones  
Notary Public, State of Maryland

My Commission Expires:

10-24-09

Print Name of Notary

**YVONNE M. JONES**  
**NOTARY PUBLIC STATE OF MARYLAND**  
My Commission Expires October 24, 2009

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## EXHIBIT A

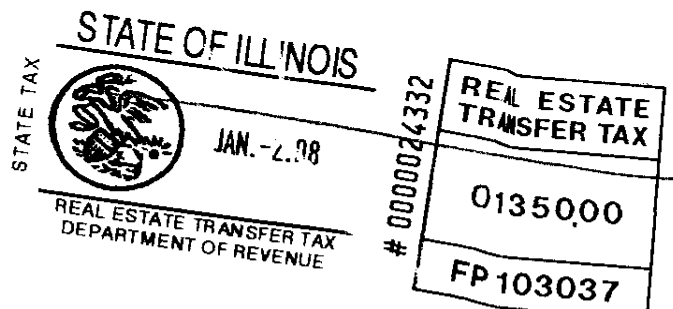
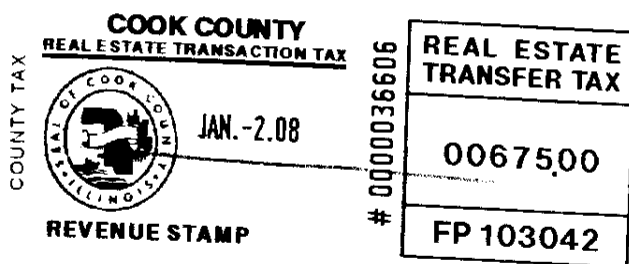
### LEGAL DESCRIPTION

Parcel 1:

Lot 5 in Oakview Shopping Center Subdivision, being a part of the northwest 1/4 of Section 24 and part of the resubdivision of Lot 2 in River Oaks West Unit No. 2, being a subdivision of part of the northwest 1/4 of Section 24, all in Township 36 North Range 14 East of the Third Principal Meridian, in Cook County Illinois.

Parcel 2:

Non-exclusive easement for the benefit of Parcel 1 as set forth in the operation and easement agreement between Dayton Hudson Corporation and E. K. Limited Partnership recorded August 12, 1992 as document 92599324 as amended by first amendment recorded April 1, 2002 as document 0020363913 and Declaration of Allocation, Designation of new party agreement regarding operation and easement agreement recorded October 9, 1992 as document 92753015 and re-recorded as document 93074470 and Declaration of Allocation, designation of new party agreement regarding operation and easement agreement recorded January 28, 1993 as document 93074472 and Declaration of allocation and designation of new party recorded July 24, 1997 as document 97537136.



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## EXHIBIT B

### PERMITTED ENCUMBRANCES

1. The lien of the taxes for the year 2007 and all subsequent years.
2. Matters which would be disclosed by a current survey.
3. Rights of tenants, as tenants only, under written lease agreements.
4. Terms, provisions and conditions of an ordinance establishing Special Service Area 1998-1 of the City of Calumet recorded February 25, 1999 as document 99185337.
5. Conditions, covenants and restrictions contained in deed recorded August 12, 1992 as document 92598394 relating to use, improvements on the land, maintenance of the land and the terms and provisions thereof.
6. Terms, conditions and provisions of the non-exclusive easement for the benefit of Parcel 1 as set forth in the operation and easement agreement between Dayton Hudson Corporation and E.K. Limited Partnership recorded August 12, 1992 as document 92599324 as amended by first amendment recorded April 1, 2002 as document 0020363913 and Declaration of Allocation, Designation of new party agreement regarding operation and easement agreement recorded October 9, 1992 as document 92753015 and re-recorded as document 93074470 and Declaration of Allocation, designation of new party agreement regarding operation and easement agreement recorded January 28, 1993 as document 93074472 and Declaration of allocation and designation of new party recorded July 24, 1997 as document 97537138, together with the rights of the adjoining owners in and to the concurrent use of said easement.
7. Easement in favor of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors and assigns, to install, maintain, repair and operate their equipment together with right of access thereto as contained in grant recorded December 28, 1993 as document 03068261 and the terms and provisions contained therein.