

# UNOFFICIAL COPY



Doc#: 0804460073 Fee: \$34.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/13/2008 04:24 PM Pg: 1 of 6

This Document Prepared By:

Thompson & Knight LLP  
1700 Pacific Avenue, Suite 3300  
Dallas, TX 75201  
Attn: Paul Comeaux, Esq.

When recorded return to:

Thompson & Knight LLP  
1700 Pacific Avenue, Suite 3300  
Dallas, TX 75201  
Attn: Paul Comeaux, Esq.

#1033  
Elk Grove, IL

**DEED**  
(Estate for Years and Improvements)  
(ILLINOIS)

ARTHUR L. BLAKESLEE as successor in interest to STEVE CIMALORE, acting not in his individual capacity, but solely as Individual Co-Trustee under Trust Agreement (PMCC Trust No. 1998 M6 II) dated January 29, 1998 as supplemented by Trust Agreement Supplement PMCC Trust No. 1998 M6II dated January 29, 1998 (the "Trust Agreement"), having an address of Corporate Trust Services, Goodwin Square, 225 Asylum Street, Hartford, CT 06103-1919 ("Grantor"), in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, executed to be effective as of February 1, 2008, although actually signed on the date reflected in the acknowledgement below, has conveyed and by these presents does hereby convey unto MOTEL 6 OPERATING L.P., a Delaware limited partnership, having an address at 4001 International Parkway, Carrollton, Texas 75007 ("Grantee"): (i) the remaining portion of an estate for years for twenty (20) years from January 29, 1998 to December 29, 2017, in and to the land described in Exhibit A attached hereto and incorporated herein by this reference (the "Land"), which Land shall include all of Grantor's right, title and interest to the following: all tenements, hereditaments, privileges, and appurtenances in any way belonging or appertaining to the Land and the Improvements (as hereinafter defined); land, if any, lying in the bed of any street, road,

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or avenue, open or proposed, at the foot of, adjoining or below the Land to the center line of such street, road or avenue, and any strips and gores adjoining the Land; all easements, if any, and all permits, licenses and rights, whether or not of record, appurtenant to the Land; and the use of all strips and rights-of-way (including public and private vehicular and pedestrian rights-of-way), if any, abutting, adjacent, contiguous to or adjoining the Land; and (ii) in fee simple, all buildings, structures and improvements (collectively, the "Improvements") now or hereafter erected on the Land, which Improvements shall include all of Grantor's right, title and interest to the following: fixtures and systems now or hereafter located therein and thereon including, without limitation, all heating, ventilating, incinerating, lighting, plumbing, electrical and air conditioning fixtures and equipment, including, without limitation, all poles, wires, conduits, incoming switch gear, transformers, meters, instrument transformers and enclosures (excluding any thereof owned by third party utility companies), and all hot water heaters, furnaces, heating controls, meters and heater pressure systems now or hereafter located on or in the Land or the Improvements (excluding any thereof owned by tenants or other occupants under leases and other occupancy agreements relating to the Land or the Improvements) (said estate for years in the Land and title ownership to the Improvements being herein collectively called the "Property").

TO HAVE AND TO HOLD the Property unto the said Grantee, Grantee's heirs, administrators, executors, successors and/or assigns forever; without warranty of title, express or implied except that Grantor covenants that Grantor's right, title and interest in and to the Property are conveyed to Grantee hereunder free and clear of all Lessor Liens. As used herein "Lessor Liens" shall have the meaning given to such term in that certain Lease Agreement (PMCC Trust No. 1998 M6 II) dated as of January 29, 1998 (the "Lease") by and between U.S. Bank National Association, a national banking association, as successor in interest to State Street Bank and Trust Company of Connecticut, N.A., a national banking association, not in its individual capacity but solely as Owner Trustee under the Trust Agreement and Arthur L. Blakeslee, as successor in interest to Steven Cimalore, not in his individual capacity but solely as Individual Co-Trustee under the Trust Agreement and as Louisiana Owner Trustee under the Louisiana Trust Agreement and Universal Commercial Credit Leasing II Inc., a Delaware corporation, a Memorandum of Lease for which was recorded in the Office of the County Clerk of Cook County, Illinois, on March 6, 1998 as Document No. 98182219.

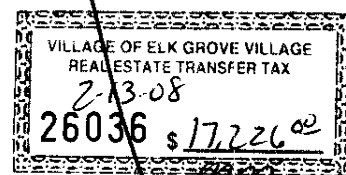
Except as provided in the preceding paragraph, the Property is conveyed by Grantor "AS IS" in its present condition, without recourse or warranty and subject to (a) the rights of any parties in possession thereof, (b) the state of the title thereto existing at the time Grantor acquired title to its interest in the Property, (c) any state of facts which an accurate survey or physical inspection might show (including the survey on the Lease Term Commencement Date (as defined in the Lease)), (d) all Applicable Laws and Regulations (as such terms are defined in the Lease), (e) any violations of Applicable Laws and Regulations (as such terms are defined in the Lease) which may exist at the date of this deed and (f) all matters of record, which shall include without limitation the matters set forth on Exhibit B attached hereto and incorporated herein by this reference. Grantee has examined the Property and (insofar as Grantee is concerned) has found the same to be satisfactory. NEITHER GRANTOR (IN EITHER ITS TRUST CAPACITY OR ITS INDIVIDUAL CAPACITY), THE REMAINDERMAN, THE OWNER PARTICIPANT NOR ANY LOAN PARTICIPANT (AS SUCH TERMS ARE DEFINED IN THE LEASE) HAS MADE OR SHALL BE DEEMED TO HAVE MADE ANY

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REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OR SHALL BE DEEMED TO HAVE ANY LIABILITY WHATSOEVER AS TO THE VALUE, HABITABILITY, CONDITION, DESIGN, OPERATION OR FITNESS FOR USE OF THE PROPERTY (OR ANY PART THEREOF), OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY (OR ANY PART THEREOF) AND NEITHER GRANTOR (IN EITHER ITS TRUST CAPACITY OR ITS INDIVIDUAL CAPACITY), THE REMAINDERMAN, THE OWNER PARTICIPANT NOR ANY LOAN PARTICIPANT SHALL BE LIABLE FOR ANY LATENT, HIDDEN OR PATENT DEFECT THEREIN OR THE FAILURE OF THE PROPERTY, OR ANY PART THEREOF, TO COMPLY WITH ANY APPLICABLE LAWS AND REGULATIONS (AS SUCH TERMS ARE DEFINED IN THE LEASE). It is agreed that Grantee has been afforded full opportunity to inspect the Property, is satisfied with the results of its inspections of the Property and is taking title to the Property hereunder solely on the basis of the results of its own inspections and all risks incident to the matters discussed in the preceding sentence, as between Grantor, the Remainderman, the Owner Participant or any Loan Participant (as such terms are defined in the Lease), on the one hand, and Grantee, on the other, are to be borne by Grantee. Grantee agrees that it is fully familiar with the Property and is not looking to any other Person (as such term is defined in the Lease) as to any warranty with respect thereto. The foregoing provisions have been negotiated and, except to the extent otherwise expressly stated, are intended to be a complete exclusion and negation of any representations or warranties by Grantor (in either its trust capacity or individual capacity), the Remainderman, the Owner Participant or any Loan Participant (as such terms are defined under the Lease), express or implied, with respect to the Property, that may arise pursuant to any law now or hereafter in effect, or otherwise.

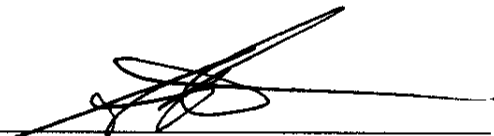
It is expressly understood and agreed by the parties that: (a) this instrument is executed and delivered by Arthur L. Blakeslee ("Blakeslee"), not individually or personally, but solely as Individual Co-Trustee, in the exercise of the powers and authority conferred and vested in it, pursuant to the Trust Agreement, (b) each of the representations, undertakings and agreements herein made on the part of the Grantor is made and intended not as personal representations, undertakings and agreements by Blakeslee, but is made and intended for the purpose of binding only the Grantor, (c) nothing contained herein shall be construed as creating any liability on Blakeslee, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties hereto and by any person claiming by, through or under the parties hereto, and (d) under no circumstances shall Blakeslee be personally liable for the payment of any indebtedness or expenses of the Grantor or be liable for breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Grantor under this instrument.

[END OF TEXT]



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IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the date and year written above.

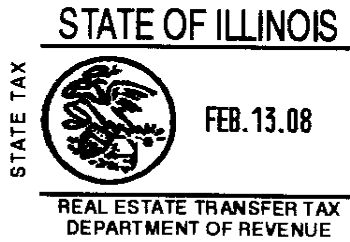


ARTHUR L. BLAKESLEE as successor in interest to Steven Cimalore, acting not in his individual capacity but solely as Individual Co-Trustee under the Trust Agreement

Signed, sealed and delivered in the presence of:

  
Unofficial witness

  
Unofficial witness



REAL ESTATE TRANSFER TAX
0516750
FP 103037

# 0000025878

### Acknowledgment

THE STATE OF CONNECTICUT )

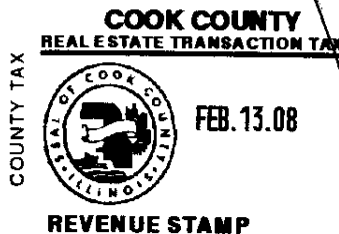
COUNTY OF HARTFORD )

The foregoing instrument was acknowledged to me this 24<sup>th</sup> day of January, 2008, by Arthur L. Blakeslee as successor in interest to Steven Cimalore, acting not in his individual capacity but solely as Individual Co-Trustee under the above referenced Trust Agreement.

  
NOTARY PUBLIC, STATE OF CONNECTICUT

Printed Name of Notary  
My commission expires: \_\_\_\_\_

SUSAN P. McNALLY  
Notary Public - Connecticut  
My Commission Expires Mar. 31, 2010



REAL ESTATE TRANSFER TAX
0258375
FP 103042

# 0000038774

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## EXHIBIT A

Site No. 1033 (Pool 2)  
Elk Grove, IL  
Cook County

LOT 1 IN SIXPENCE INN SUBDIVISION UNIT 2 BEING A RESUBDIVISION OF LOT 162 IN GIGGINS INDUSTRIAL PARK UNIT 112, AND OF LOTS 1 AND 2 IN SIXPENCE INN SUBDIVISION, BEING A RESUBDIVISION OF LOT 161 IN SAID GIGGINS INDUSTRIAL PARK UNIT 112, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS TO BUSSE ROAD FOR THE BENEFIT OF PARCEL 1 RECORDED OCTOBER 19, 1994 AS DOCUMENT 94895028 AND AS AMENDED BY AGREEMENT RECORDED AS DOCUMENT 95661359.

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## EXHIBIT B

### Permitted Encumbrances

1. All matters listed on Schedule B of the Commitment for Title Insurance NATC GF No. 14701-07-00405 (Site 1033) covering the Property issued by Chicago Title Insurance Company and dated effective October 15, 2007.
2. All liens, encumbrances, and other matters created by, through, under, as a result of any actions or omissions or with the consent of Universal Commercial Credit Leasing II, Inc., a Delaware corporation, as "Lessee" under the Lease (as such term is defined in this Deed).
3. All matters listed on Schedule B of the Policy for Title Insurance No. 1401 007690605 covering the Property issued by Chicago Title Insurance Company and dated effective March 6, 1998.