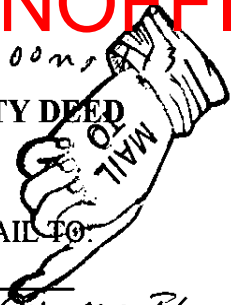




GIT 4233100ms  
SPECIAL WARRANTY DEED  
ILLINOIS



UPON RECORDING MAIL TO:  
DONALD EDDY  
5520 N. SAYRE, CHICAGO, IL  
60656

SEND SUBSEQUENT TAX BILLS TO:  
IVER JOHNSON  
9357 SCHMER  
MORTON GROVE, IL 60053

The Grantor, **FINE TREE CHICAGO, L.L.C.**, an Illinois limited liability company, 51 Sherwood Terrace, Suite C, Lake Bluff, Illinois, 60044, for and in consideration of Ten and no/100 Dollars (\$10.00), and other good and valuable considerations in hand paid, does REMISE, RELEASE, ALIEN AND CONVEY to the Grantee, **IVER J. JOHNSON** and **JANET L. JOHNSON**, as joint tenants with the right of survivorship, of 9357 N. Shermer, Morton Grove, Illinois, the following described real estate situated in the County of Cook in the State of Illinois, to wit:

See Exhibit A attached hereto and made a part hereof;

and covenants that it will WARRANT AND DEFEND the said premises against all persons lawfully claiming, or to claim the same, by, through or under it, subject only to: (a) covenants, conditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any; (c) party wall rights and agreements, if any; (d) special taxes or assessments for improvements not yet completed; (e) installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (f) general taxes for the year 1998 and subsequent years, including taxes which may accrue by reason of new or additional improvements during 1998; (g) provisions of Declaration of Covenants, Conditions, Restrictions and Easements dated December 4, 1996 recorded December 17, 1996 as Document No. 96951820; and (h) use restrictions arising under exclusive use provisions of leases of space within the shopping center of which the real estate is a part, as more specifically described below. The warranties of Grantor are strictly limited to Grantor's acts.

Grantee, his successors and assigns hereby covenant and agree that there shall be no use or occupancy of the premises or any part thereof for any of the uses or activities prohibited under existing leases of space in the shopping center owned by Grantor which is adjacent to the premises, including the following:

- a. Sale of electronic equipment and components (so long as Radio Shack, or its successor in substantially the same retail business, remains a tenant);
- b. Sale of the following items for off-site consumption: beer/wine, deli items, produce, can goods and miscellaneous food items, and frozen food items;
- c. Sale, rental and/ or distribution of prerecorded video cassettes, video tapes, video discs, video laser discs, video game cartridges (including without limitation CD-I, but excluding hand-held or stand alone video game hardware), digital video discs or other video software (including CD-ROM) and/or any substitutes for, or items which are a technological evolution of, the foregoing

items, but specifically excluding computer disks and related computer products which are a technological evolution of such computer disks and blank tapes, computer discs and compact discs;

- d. Sale of new and used children's clothing and furniture;
- e. Sale of bedding products and accessories, beds, futons and mattresses;
- f. Hair salon or hair cutting use, or the sale of hair care products;
- g. Operation of a restaurant, diner or any other type of food service establishment (which restriction shall expire on the fifth (5<sup>th</sup>) anniversary of the date of this deed); and
- h. Sale of beer, wine, liquor or any other alcoholic beverage.

To the extent any of the foregoing restrictions in items (a)-(h) are based on restrictions set forth in existing leases which are effective only so long as such leases remain in effect, Seller agrees that upon termination of any such lease, the restriction based thereon shall also terminate. The foregoing restrictions shall not supersede but shall be cumulative with any and all other covenants, conditions and restrictions of record with respect to the premises.

Grantor, its successors and assigns shall have all available remedies at law and in equity to enjoin any violation of the foregoing restrictions and to remedy any loss or damage resulting from such violation, and shall be entitled to recover all of its costs and expenses, including but not limited to its reasonable attorneys fees, incurred in connection therewith.

Grantee acknowledges that Grantor, its successors and assigns shall not have any obligation to perform maintenance or repair obligations of any kind with respect to parking or other common areas of the premises, except as may otherwise be agreed upon in writing.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. TO HAVE AND TO HOLD said premises forever.


Permanent Real Estate Index Number: 13-08-228-037

Address of real estate: 5304-5304 1/2 N. Milwaukee Avenue, Chicago, Illinois

Dated this 21<sup>ST</sup> day of December, 1998.

PINE TREE CHICAGO, L.L.C. an Illinois limited liability company, by its managing member:

Pine Tree Chicago Investment, L.L.C., an Illinois limited liability company

By:   
Peter N. Borzak, a managing member

# UNOFFICIAL COPY

08189030

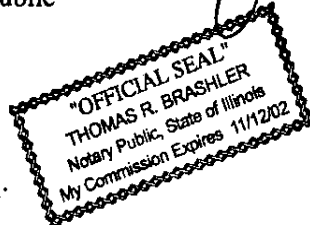
State of Illinois )  
                          )SS  
County of Cook )

I, the undersigned, a Notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Peter N. Borzak, as a managing member of Pine Tree Chicago Investment, L.L.C., a managing member of Pine Tree Chicago, 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, sealed and delivered the said instrument as his free and voluntary act, as a managing member of said company, for the uses and purposes therein set forth.

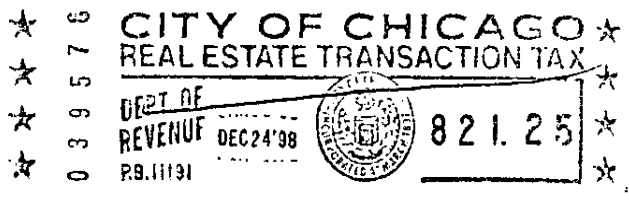
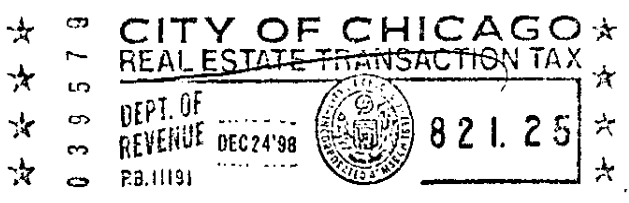
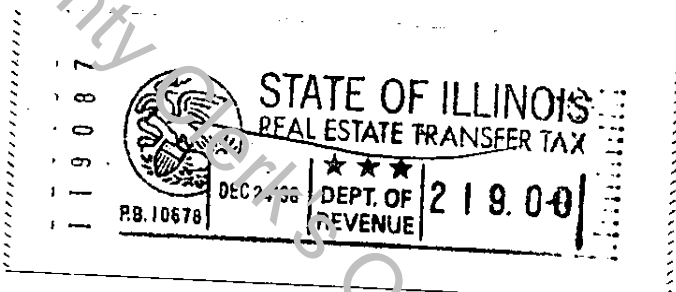
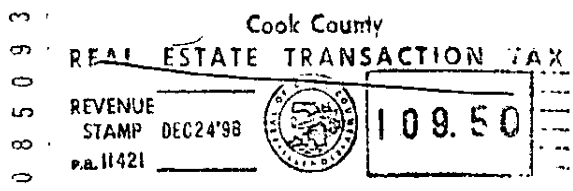
Given under my hand and official seal, this 21<sup>st</sup> day of December, 1998.

  
\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_



This instrument prepared by: Thomas R. Brashler, Esq.  
Stahl Brashler LLC  
20 East Jackson Boulevard, Suite 1600  
Chicago, Illinois 60604



# UNOFFICIAL COPY

08189030

## EXHIBIT A

THAT PART OF LOT 8, LOT 9, ALL OF LOT 10 AND THAT PART OF THE 16 FOOT VACATED ALLEY LYING SOUTHWESTERLY OF AND ADJOINING SAID LOTS 9 AND 10 IN MARY SMITH'S SUBDIVISION OF THAT PART OF BLOCK 4 IN OLIVER HORTON'S SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT 10; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 10 TO A POINT IN THE SOUTHWESTERLY LINE OF N. MILWAUKEE AVENUE AS WIDENED; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE, 54.36 FEET; THENCE SOUTHWESTERLY PARALLEL TO THE NORTHWESTERLY LINE OF SAID LOT 10, 78.65 FEET; THENCE WESTERLY ALONG A STRAIGHT LINE FORMING AN ANGLE OF 133 DEGREES 55 MINUTES 19 SECONDS MEASURED FROM NORTHEAST TO WEST, 39.0 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 16.10 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 10; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 10, 14.60 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PIN: 13-08-228-037

Commonly known as: 5304-5304½ N. Milwaukee Avenue, Chicago, Illinois

Cook County Clerk's Office