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Cook County Recorder 27.00



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Property of Cook County Clerk's Office

SPECIAL WARRANTY DEED

THIS INDENTURE, made the 18th day of October, 1999, by and between **McDONALD'S CORPORATION**, a Delaware corporation, hereinafter called the "Grantor", whose business address is One McDonald's Plaza, Oak Brook, DuPage County, Illinois 60523, and **GARFIELD HALSTED, L.L.C.**, an Illinois limited liability company, hereinafter called the "Grantee" whose address is c/o Centrum Properties, Inc., 225 West Hubbard, Fourth Floor, Chicago, Illinois 60610.

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents Bargain and Sell, Convey and Confirm to Grantee the following described Real Estate and improvements, if any, situated in the City of Chicago, State of Illinois and more particularly described as follows (the "Premises"):

LOTS 6 THROUGH 16 IN BLOCK 7 OF H.B. BRYANT'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

SUBJECT TO: general real estate taxes, if any, for the year 1999 and subsequent years.

DEMOLITION OF EXISTING BUILDING: As part of the consideration for the sale of the above referenced property from Grantor to Grantee, by accepting this Deed, Grantee covenants that Grantee will not use, or permit the use of the building located on the Premises as of the date of this Deed (the "Existing Building") for any purpose, and that Grantee will completely demolish the Existing Building. Such demolition shall include the destruction and disposal of the mansard roof and any identifying characteristics or trademarked items of McDonald's Corporation. Prior to commencing the demolition of the Existing Building on the Premises, Grantee shall give Grantor ten (10) days prior written notice of the commencement of demolition. Grantor shall then

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J.C.

BOX 333

have the right to have a representative present during the demolition of the Existing Building. Grantee further grants to Grantor and Grantor reserves a license to enter upon the Premises for such purposes. In the event that Grantee uses or allows the use of the Existing Building, or any part of the Existing Building, for any purpose after the date Grantee acquires title to the Premises, or fails to demolish and destroy the Existing Building, Grantor is hereby granted, and reserves, an irrevocable license to enter upon the Premises to demolish and/or remove the Existing Building or any part of such Existing Building and Grantee shall promptly reimburse Grantor for any costs incurred by Grantor in performing such demolition and/or removal. If Grantee fails to reimburse any such costs to Grantor within sixty (60) days after receipt of a statement for such costs, Grantor may record a lien on the Premises for such costs which lien may be enforced and foreclosed in the same manner as a mortgage.

Grantee agrees that the aforementioned covenants, provisions and restrictions shall run with the land and be binding upon the Grantee, its successors and assigns.

RESTAURANT USE RESTRICTION: As part of the consideration for the sale of the above referenced property from Grantor to Grantee, by accepting this Deed, Grantee covenants that the Premises shall not be used for quick service restaurant purposes for a period of twenty (20) years from the date of this Deed. The term "quick service restaurant" as used in this clause shall apply to any type of food service establishment which serves any amount of any of the following products:

Hamburgers or any other type of beef products served in sandwich form; or

Ground meat or meat substitute, or a combination of ground meat and meat substitute, or any other type of meat products, any of which are served in sandwich form.

In addition, and not by way of example, the following restaurants operating under the listed trade names, or operating under any successor trade names, are prohibited within the areas, and for the time period specified in this Article:

- | | | |
|-----------------|------------------------------|-------------------|
| Arby's | Fuddrucker's | Ponderosa |
| Baskin Robbins | Haagen-Das | Popo's Chicken |
| Big Boy | hardee's | Rally's |
| Blimpies | In and Out Burgers | Rax |
| Bresslers | Jack-in-the-Box | Round Table |
| Brown's Chicken | Kentucky Fried Chicken (KFC) | Roy Rogers |
| Burger Chef | Little Caesar's | Shakey's |
| Burger King | Mr. Submarine | Shoney's |
| Carl's Jr. | Mrs. Field's | Sizzler |
| Carrow's | Nathan's | Subway Sandwiches |
| Del Taco | Numero Uno | Taco Bell |
| Denny's | Papa Gino's | TCBY Yogurt |
| Domino's | Perkin's | Wendy's |
| El Pollo Loco | Pizza Hut | White Castle |

This restriction shall be a covenant which runs with the land and be binding upon Grantee, its heirs, administrators, successors and assigns. Notwithstanding anything to the contrary herein, any food service establishment which offers as the primary method

of service for all meal times, food and drink orders taken and served by a waiter or waitress at the customer's table is excluded from the term "quick service restaurant."

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging unto the said Grantee and to its successors and assigns forever.

The Grantor hereby covenanting that it and its successors and assigns shall and will Warrant and Defend the title to the Premises unto the Grantee, and to its successors and assigns forever, against the lawful claims of all persons claiming by, through and under Grantor, but none other.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by its authorized officer, and its corporate seal to be hereunto affixed.

McDONALD'S CORPORATION,
a Delaware corporation

By: [Signature]
Name: Catherine A. Griffin
Its: Assistant Vice President



ATTEST:

By: [Signature]
Name: Troy M. Brethauer
Its: Senior Counsel

COOK COUNTY
CO. NO. 011
11726



STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
OCT 25 '99
DEPT. OF REVENUE
325.00

WITNESSES:

[Signature]
Linda A. Wagner

[Signature]
Judy Lemm

PREPARED BY:
JOHN C. CLAVIO, ATTORNEY
McDONALD'S CORPORATION
One McDONALD'S PLAZA
OAK BROOK, IL 60523
Phone: (630) 623-5229

Common Address: 752 W. Garfield Blvd.
Chicago, IL

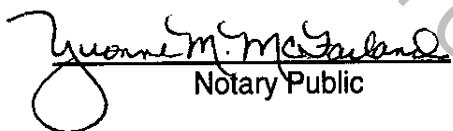
- PINs 20-09-328-022
- 20-09-328-023
- 20-09-328-024
- 20-09-328-025
- 20-09-328-036
- 20-09-328-037

Cook County
REAL ESTATE TRANSACTION TAX
REVENUE
STAMP OCT 25 '99
p.o. 11427
102.50

STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

I, Yvonne M. McFarland, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Catherine A. Griffin, Assistant Vice President and Troy M. Brethauer, Senior Counsel of McDonald's Corporation, a Delaware corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Senior Counsel appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such Assistant Vice President and Senior Counsel respectively and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 15th day of October, 1999.


Notary Public

My commission expires:



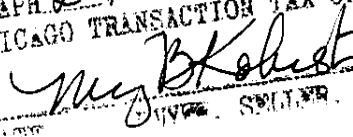
AFTER RECORDING RETURN TO:

MARY B. KOBERSTEIN, ESQ.
CENTRUM PROPERTIES, INC.
225 WEST HUBBARD
FOURTH FLOOR
CHICAGO, ILLINOIS 60610

Send Subsequent Tax Bill To:
Garfield Halsted, L.L.C.
c/o Centrum Properties, Inc.
225 W. Hubbard St. 4th Floor
Chicago, Illinois 60610

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EXEMPT UNDER PROVISIONS OF PARAGRAPHS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
SEC. 200.1-2 (B-6) OR PARAGRAPH 2, SEC. 200.1-4 (B) OF THE CHICAGO TRANSACTION TAX ORDINANCE.


SENDER REPRESENTATIVE