

UNOFFICIAL COPY



Doc#: 0912810040 Fee: \$54.00
Eugene "Gene" Moore FHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 05/08/2009 01:41 PM Pg: 1 of 10

This instrument prepared by:

Beverly Klug
as Agent for **EQUILON ENTERPRISES LLC**
12700 Northborough, Suite 130
Houston, TX 77067

When recorded, return Deed and
Tax Statements to:
M&S CONSENT, INC.
18300 Greenleaf Ct.
Tinley Park, IL 60487

SPECIAL WARRANTY DEED WITH RESTRICTIVE COVENANT

THIS IS A DEED dated April 16, 2009, effective May 7, 2009, by **EQUILON ENTERPRISES LLC**, a Delaware limited liability company, with offices at 12700 Northborough, Ste. 130, Houston, Texas 77067, (herein called "GRANTOR") to **M&S CONSENT, INC.**, an Illinois corporation, with an address of 18300 Greenleaf Ct., Tinley Park, Illinois 60487 (herein called "GRANTEE").

GRANTOR, for good and valuable consideration received, hereby grants and conveys to Grantee the following described real property commonly known as 21012 Crawford, in the City of Matteson, County of Cook, State of Illinois (hereinafter "Premises");

See attached Exhibit A for description

LESS AND EXCEPT: All right, title and interest in and to any oil, gas and other minerals (including without limitation, helium, lignite, sulfur, phosphate and other solid, liquid and gaseous substances), regardless of the nature thereof and whether similar or dissimilar, and the right to explore for, develop and produce same, as well as the right to lease such

UNOFFICIAL COPY

portion of the Premises herein conveyed for such purposes, and all mineral and royalty rights whatsoever in, on or under and pertaining to the Premises but without the right to use, or right of any ingress to or egress from the surface of the Premises herein conveyed for exploration or producing purposes, all of said interests having been saved, retained, reserved and excepted in a previous conveyance of the Premises;

together with all rights, privileges and appurtenances thereto and all buildings and land improvements thereon;

TO HAVE AND TO HOLD the same unto Grantee and Grantee's heirs, administrators, executors, successors and assigns forever; but

SUBJECT to the following:

- a) Encroachments, protrusions, easements, changes in street lines, rights-of-way and other matters that would be revealed by a current on the ground survey and inspection of the Premises.
- b) Recorded leases, agreements, easements, rights-of-way, covenants, conditions and restrictions as the same may be of present force and effect. Zoning regulations, ordinances, building restrictions, regulations and any violations thereof.
- c) The lien for real property taxes for the current year, and any liens for special assessments which, as of the date hereof, are not due and payable.

GRANTEE covenants, as part of consideration for this conveyance, that (a) there will be no basement on the Premises, (b) no potable drinking water well will be installed on the Premises, (c) an asphalt or concrete cap will be maintained on the Premises to prevent access to the native soils, (d) all soil or groundwater removed from the Premises will be disposed of in accordance with all applicable environmental laws, statutes, rules and regulations, (e) Grantor may hereafter record against the Premises such No Further Remediation letters or similar documents (collectively "NFR Letters") issued by the government agency having jurisdiction over the Premises, and Grantee shall execute all documents and take all action necessary for the issuance and recording of such NFR Letters; provided, however, such NFR Letters do not contain any restrictions or limitations on the Premises greater than the restrictions contained in this deed or any restrictions otherwise applicable to the Premises, and (f) Grantor shall comply with all of the terms and conditions of such NFR Letters. This covenant shall run with the land, shall bind Grantee's heirs, administrators, executors, successors and assigns and shall inure to the benefit of Grantor's successors and assigns.

IN ADDITION TO THE FOREGOING, Grantor grants the Premises to Grantee subject to the following covenants and restrictions:

Additional consideration furnished by Grantee, as an inducement to Grantor to enter into this Agreement and sell the Premises at a reduced purchase price, is Grantee's

UNOFFICIAL COPY

covenant and agreement that the following covenants and restrictions shall be observed during the period of fifteen (15) years after the date of recording of this Special Warranty Deed with Restrictive Covenant. No motor vehicle fuels whatsoever, including but not limited to petroleum products, shall be advertised, stored, sold or distributed on the Premises, or any part thereof (the "Restrictive Covenant"). The Restrictive Covenant shall expire automatically at the end of such fifteen (15) year term without need for filing a release, or other action of either Grantor or Grantee. Grantee hereby acknowledges that the terms, conditions and duration of the Restrictive Covenant are fair and reasonable. Grantee hereby agrees that, in the event the Restrictive Covenant is violated, Grantor (i) may elect to enforce the Restrictive Covenant by an action in equity to obtain an injunction against any violation of the Restrictive Covenant; and (ii) may pursue any other remedy available at law or in equity for any breach of the Restrictive Covenant.

The Premises and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered and conveyed subject to the Restrictive Covenant. The Restrictive Covenant shall run with the land, and pass with each and every portion of the Premises, and shall apply to and bind the respective successors in interest thereof. The Restrictive Covenant is imposed upon the entire Premises.

The Restrictive Covenant is for the benefit of the real property more particularly described on Exhibit 1 to the Special Warranty Deed with Restrictive Covenant (the "Benefited Property"), and the remedies set forth above may be enforced by Grantor and by any successor to Grantor's interest in the Benefited Property.

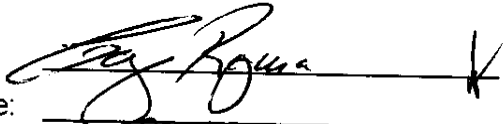
All purchasers, lessees, and possessors of all or any portion of the Premises shall be deemed by their purchase, leasing, or possession of the Premises to have agreed to the foregoing. Grantee's acceptance of the deed to the Premises evidences Grantee's acceptance of and agreement to the Restrictive Covenant, and Grantee acknowledges that Grantee has received adequate and sufficient consideration for Grantee's acceptance of and agreement to the Restrictive Covenant, and Grantee acknowledges that Grantee has received adequate and sufficient consideration for Grantee's acceptance of, and agreement to, the Restrictive Covenant. Any failure to enforce or waiver of any breach of the Restrictive Covenant shall not constitute a waiver of the Restrictive Covenant or of any subsequent breach thereof or any remedy that may be exercised for breach thereof. The exercise of any remedy for any breach of the Restrictive Covenant shall not preclude the exercise of any other remedy for any breach of the Restrictive Covenant.

SUBJECT to the foregoing, Grantor covenants with Grantee that Grantor shall warrant and defend title to the Premises against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.


Permanent Tax Identification Number: 31-22-201-007-0000.

UNOFFICIAL COPY


EQUILON ENTERPRISES LLC

By: 
 Name: Gary J. Ragusa
 Title: NA Real Estate Manager
 Date: 4-16-09
 Tax I.D. #: 52-2074528

Property of Cook County Clerk's Office

COOK COUNTY
REAL ESTATE TRANSACTION TAX
 COUNTY TAX

 MAY - 8.09
REVENUE STAMP

REAL ESTATE TRANSFER TAX
 # 0000054652
 0021000
 FP 103042

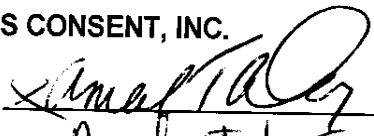

STATE OF ILLINOIS
 STATE TAX

 MAY - 8.09
REAL ESTATE TRANSFER TAX
 DEPARTMENT OF REVENUE

REAL ESTATE TRANSFER TAX
 # 0000042367
 0042000
 FP 103037

UNOFFICIAL COPY

AGREED AND ACCEPTED:

M&S CONSENT, INC.

By:  x 

Name: Amal Taker / Mohammad Taker

Title: V. President / President

Date: _____

Tax I.D. #: 26-3991372

Property of Cook County Clerk's Office

UNOFFICIAL COPY

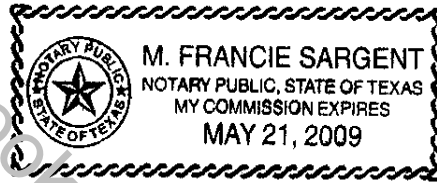
State of Texas)
) §
County of Harris)

The within and foregoing instrument was acknowledged before me this 16th day of April, 2009, by Gary J. Rayner who is the NA Real Estate Manager of EQUILON ENTERPRISES LLC, a Delaware limited liability company, on behalf of the company.

Witness my hand and official seal.

M. Francie Sargent
NOTARY PUBLIC

My commission expires.



PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

State of Illinois)
County of Will) §

The within and foregoing instrument was acknowledged before me this 5th day of May, 2009, by Mohamed F Taha & Amal F Taha who is the _____ of M&S CONSENT, INC., an Illinois corporation, on behalf of the corporation.

Witness my hand and official seal.

Mary M Petrusha
NOTARY PUBLIC

My Commission Expires: 12/21/2012



Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

THE EAST 250 FEET OF SOUTH 250 THE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 50 FEET AND THE SOUTH 50 FEET) IN COOK COUNTY, ILLINOIS (EXCEPT THAT PART BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF LINCOLN HIGHWAY AND THE WEST LINE OF CRAWFORD AVENUE; THENCE WEST ALONG THE NORTH LINE OF LINCOLN HIGHWAY FOR A DISTANCE OF 55.0 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 18 DEGREES, 26 SECONDS, 06 MINUTES TO THE LEFT WITH THE LAST COURSE DESCRIBED FOR A DISTANCE OF 31.62 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 54 DEGREES 51 MINUTES 57 SECONDS TO THE LEFT WITH THE LAST DESCRIBED COURSE EXTENDED FOR A DISTANCE OF 57.20 FEET TO A LINE PAALLEL WITH AND 60.0 FEET NORMALLY DISTANT WESTERLY OF THE EAST LINE OF SAID NORTHEAST 1/4 OF SAID SECTION 22 FOR A DISTANCE OF 140 FEET TO THE NORTH LINE OF THE SOUTH 250 FEET OF SAID SECTION TO A POINT; THENCE EASTERLY ALONG SAID NORTH LINE A DISTANCE OF 10.0 FEET TO A POINT ON THE AFORESAID WEST LINE OF CRAWFORD AVENUE; THENCE SOUTH ALONG THE SAID WEST LINE A DISTANCE OF 200.0 FEET TO THE POINT OF BEGINNING)

Permanent Tax Identification Number: 31-22-201-007-0000.

UNOFFICIAL COPY

EXHIBIT 1

TO SPECIAL WARRANTY DEED WITH RESTRICTIVE COVENANT

BENEFITED PROPERTY

Attn: County Tax Assessor's Office

The address below has been listed solely for the purpose of increasing the enforceability of a recorded covenant restricting the future use of the property that is being sold.

The title to the property listed below has not changed, nor has there been a change in the name of the entity responsible for the property's tax obligations.

Therefore, there should be no property tax notice changes entered for this property.

The property benefited by the restrictive covenant is:

4755 Volmer, Matteson, Illinois 60443

UNOFFICIAL COPY

PLAT ACT AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF COOK } SS.

Daniel R. Lewis, being duly sworn on oath, states that

he resides at 6 Francisco Ct, East Haven, NE 67436. That the attached deed is not in violation of 765 ILCS 205/1 for one of the following reasons:



1. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed;

- OR -

the conveyance falls in one of the following exemptions as shown by Amended Act which became effective July 17, 1959.

2. The division or subdivision of the land into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access.
3. The divisions of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access.
4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easement of access.
6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
8. Conveyances made to correct descriptions in prior conveyances.
9. The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act into no more than two parts and not involving any new streets or easements of access.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

SUBSCRIBED and SWORN to before me

this 7th day of May, 2009.

Andrea Hicks

Notary Public

Equinox Enterprises LLC

By: [Signature]

Name: Daniel R. Lewis

Title: Authorized Signatory

ANDREA HICKS
Notary Public, State of New York
No. 01H1 5025097
Qualified in Kings County
Commission Expires March 20, 2010