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SPECIAL WARRANTY DEED

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Montesano Capital Management Holdings, LLC-8707 Skokie, Series XXXI, a designated series of Montesano Capital Management Holdings, LLC, an Illinois limited liability company ("Grantor"), in consideration of the payment of Ten and No/100ths Dollars (\$10.00), the execution of a Settlement Agreement of even date herewith ("Settlement Agreement") among Grantor, James Montesano ("Guarantor"), and Wi-Fi Fairway, LLC, an Illinois limited liability



Doc#: 0916233010 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/11/2009 08:28 AM Pg: 1 of 8

company ("Grantee"), and the release of Grantor and Guarantor, to the extent and as provided in the Settlement Agreement, from personal liability for a money judgment or deficiency judgment under that certain Commercial Note ("Note") executed as of June 15, 2007, in the principal sum of Six Million One Hundred Sixty Two Thousand Five Hundred and No/100ths Dollars (\$6,162,500.00), that certain Real Estate Mortgage securing said Note bearing even date thereof and recorded with the Recorder of Cook County, Illinois ("Recorder") on June 21, 2007 as Document No. 0717211155, as amended by Loan Modification, Cross-Collateralization and Cross-Default Agreement recorded with the Recorder on September 18, 2007 as Document No. 0726109045 and Amendment recorded with the Recorder on October 29, 2007 as Document No. 0730260035 (collectively, the "Mortgage") and other "Security Documents" (as defined in the Settlement Agreement), and for other good and valuable consideration in hand paid, the adequacy and sufficiency of which are hereby acknowledged, does hereby GRANT, BARGAIN and SELL to Grantee the real property and improvements thereon commonly known as 8708 Skokie Boulevard, and located in the Village of Skokie, County of Cook, State of Illinois, and legally described on Exhibit "A" attached hereto.

Together with all and singular hereditaments and appurtenances belonging thereto, or in any way appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either at law or in equity of, in and to the above-described premises, with the hereditaments and appurtenances (collectively with said real property and improvements, the "premises").

TO HAVE AND TO HOLD the said premises as described above, with the appurtenances, unto the Grantee, forever.

And Grantor, for itself and its successors, does covenant, promise and agree to and with Grantee and its successors that it is the owner of the indefeasible estate in fee simple to said premises and has not done or suffered to be done anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that it WILL WARRANT AND FOREVER DEFEND said title and quiet possession of said premises solely against all persons lawfully claiming, or to claim the same, by, through or under it, subject only to the "Permitted Exceptions" as set forth in Exhibit B attached hereto and made a part hereof.

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This Deed is an absolute conveyance and grant of all of Grantor's right, title, and interest in said premises and is not intended as a mortgage, trust conveyance, or security of any kind, Grantor having sold, granted, and conveyed said premises to Grantee for a fair and adequate consideration.

Grantor further declares that (a) this conveyance is freely and fairly made, executed, and delivered pursuant to the terms of the Settlement Agreement and with the advice, or opportunity for advice, of legal counsel of Grantor's selection, (b) that there are no agreements, oral or written, other than this Deed and the Settlement Agreement (and all documents referred to therein and executed in connection therewith) with respect to said premises, and (c) that fair and adequate consideration has been given for Grantor's waiver of all redemption and cure rights permitted by law as more fully set forth in the Settlement Agreement.

Grantor and Grantee state that it is their express intention that the fee interest herein granted in said premises conveyed pursuant to this Deed shall not merge with or extinguish the lien of Grantee's Loan Documents, or the interests of Grantee in its successors or assigns hereunder, but will be and remain at all times separate and distinct, and that said premises conveyed pursuant hereto shall remain subject to Grantee's Loan Documents, and Grantee's Loan Documents shall remain in full force and effect now and hereafter until and unless said premises shall be sold at a foreclosure sale or the lien of Grantee's Loan Documents shall be discharged by Grantee through a recorded written instrument.

The execution and delivery of this Deed is and shall be construed as Grantee's release of Grantor and Guarantor from any personal liability to the extent and as provided in the Settlement Agreement; provided, however, that the acceptance by Grantee of this Deed shall not prejudice, limit, restrict, or affect Grantee's or its successors' and assigns' claims of priority under Grantee's Loan Documents over any other liens, charges, claims or encumbrances of any kind whatsoever, or the validity and enforceability of Grantee's Loan Documents except as set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed by its duly authorized manager as of the 2nd day of June, 2009.

GRANTOR:

Montesano Capital Management Holdings, LLC-8707 Skokie,
Series XXXI, a designated series of Montesano Capital
Management Holdings, LLC, an Illinois limited liability
company

By: 

Name: Frank J. Montecino

Title: President

~~VILLAGE OF SKOKIE, ILLINOIS~~
Economic Development Tax
Village Code Chapter 98
EXEMPT Transaction
Chicago Office 6/3/2009

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that James A. Montesano the President of Montesano Capital Management Holdings, LLC-8707 Skokie, Series XXXI, a designated series of Montesano Capital Management Holdings, LLC, an Illinois limited liability company ("Grantor"), personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of Grantor, for the uses and purposes herein set forth.

Given under my hand and official seal this 2nd day of June, 2009.



Kathleen M. Minahan
Notary Public
My commission expires: 12/31/09

Exempt from State of Illinois Real Estate Transfer Tax pursuant to 35 ILCS 200/31-45, paragraph (l).

[Signature]
Grantor, Grantee or Agent

Tax Statements for the real property described in this instrument should be sent to:

Wi-Fi Fairway, LLC
8170 McCormick Blvd., Suite 100
Skokie, IL 60076
Attn: Zvi Feiner and Jake Weiss

This document was drafted by and is to be recorded and returned to:

Anthony L. Frink
Holland & Knight LLP
131 S. Dearborn Street, 30th Floor
Chicago, IL 60603

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EXHIBIT A

EXHIBIT A

PARCEL 1:

LOTS 17 TO 19, IN EVANSTON GOLF CLUB'S WEST BORDER LOT SUBDIVISION IN THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 10, 1924 AS DOCUMENT 8503410 IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF LOT 9 IN THE SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 20 IN EVANSTON GOLF CLUB'S WEST BORDER LOT SUBDIVISION, AND RUNNING THENCE EAST, ALONG THE SOUTH LINE OF SAID LOT 20, EXTENDED EAST, A DISTANCE OF 200 FEET, TO THE EXTENSION OF THE EAST LINE OF LOT 24; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 24, EXTENDED SOUTH, A DISTANCE OF 70 FEET, TO A POINT ON THE SAID LINE, 295 FEET SOUTH OF THE SOUTHEAST CORNER OF SAID LOT 24; THENCE SOUTHWESTERLY 308.25 FEET TO THE SOUTHEAST CORNER OF SAID LOT 17, AS AFORESAID; THENCE NORTH 300 FEET TO THE POINT OF A BEGINNING ALL IN COOK COUNTY, ILLINOIS

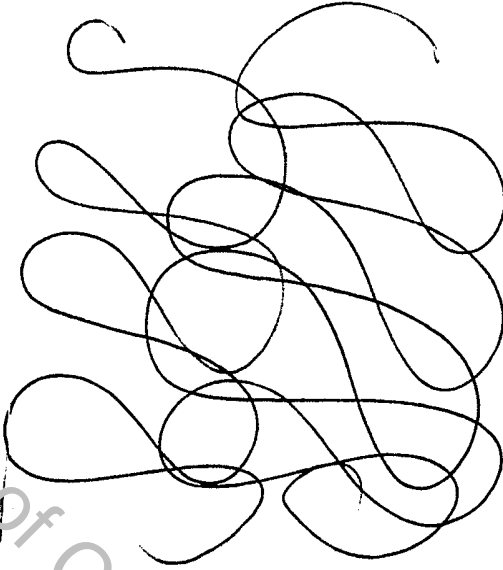
Common Address: 8707 Skokie Boulevard, Skokie, Illinois 60077

Parcel I.D. #: 10-22-100-013-0000; 10-22-100-014-0000; 10-22-100-015-0000; and 10-22-100-040-0000

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EXHIBIT B

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Property of Cook County Clerk's Office

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EXHIBIT B

1. TAXES FOR THE YEAR(S) 2007, 2008 AND 2009
2. REAL ESTATE MORTGAGE DATED AS OF JUNE 15, 2007 AND RECORDED JUNE 21, 2007 AS DOCUMENT 0717211155 MADE BY MONTESANO CAPITAL MANAGEMENT HOLDINGS, LLC-8707 SKOKIE, SERIES XXXI TO NATIONAL CITY BANK TO SECURE A NOTE FOR \$6,162,500.00.

AMENDED BY LOAN MODIFICATION, CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT RECORDED SEPTEMBER 18, 2007 AS DOCUMENT NUMBER 0726109045.

AMENDMENT TO REAL ESTATE MORTGAGE, ASSIGNMENT OF RENTS AND LEASES RECORDED OCTOBER 29, 2007 AS DOCUMENT 0730260035.
3. ASSIGNMENT OF RENTS AND LEASES RECORDED JUNE 21, 2007 AS DOCUMENT NO. 0717211156 MADE BY MONTESANO CAPITAL MANAGEMENT HOLDINGS, LLC TO NATIONAL CITY BANK.
4. SECURITY INTEREST OF NATIONAL CITY BANK, SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT NAMING MONTESANO CAPITAL MANAGEMENT HOLDINGS, LLC-8707 SKOKIE SERIES XXXI AS DEBTOR AND RECORDED JUNE 21, 2007 AS DOCUMENT NO. 0717211157.
5. MECHANICS LIEN CLAIM IN FAVOR OF HARRY J. REITZ AGAINST MONTESANO CAPITAL MANAGEMENT INC. RECORDED AUGUST 26, 2008 AS DOCUMENT NUMBER 0823946057 IN THE AMOUNT OF \$8,680.00.
6. UNRECORDED LEASE IN FAVOR OF SILVER, LERNER, SHWARTZ & FERTEL SUBJECT TO THAT CERTAIN SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT BY SILVER LERNER SCHWARTZ & FERTEL AND NATIONAL CITY BANK RECORDED JUNE 21, 2007 AS DOCUMENT NUMBER 0717211159 SUBORDINATING THE INTEREST OF THE TENANT TO THE MORTGAGE NOTED HEREIN AT EXCEPTION NO. 2.
7. UNRECORDED LEASE IN FAVOR OF DEGRAFF, LEVY & RABYNE SUBJECT TO THAT CERTAIN SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT BY DEGRAFF, LEVY & RABYNE AND NATIONAL CITY BANK RECORDED JUNE 21, 2007 AS DOCUMENT NUMBER 0717211158 SUBORDINATING THE INTEREST OF THE TENANT TO THE MORTGAGE NOTED HEREIN AT EXCEPTION NO. 2.
8. BUILDING LINE AS SHOWN ON PLAT OF EVANSTON GOLF CLUB'S WEST BORDER LOT SUBDIVISION RECORDED AS DOCUMENT 8503410 (AFFECTS THE EAST 30 FEET AND NORTH 66 FEET OF LOT 17 AND THE EAST 30 FEET OF LOTS 18 AND 19 OF PARCEL 3)

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9. COVENANTS AND RESTRICTIONS RELATING TO USE AND LOCATION OF BUILDINGS TO BE ERECTED ON THE LAND CONTAINED IN THE DEED RECORDED MAY 28, 1962 AS DOCUMENT NO. 18487140, WHICH DOES NOT CONTAIN A REVERSIONARY OR FORFEITURE CLAUSE.

10. RIGHTS OF THE VILLAGE OF NILES CENTER (SKOKIE) AND THE PUBLIC IN AND TO THE WEST 7 FEET OF EVANSTON GOLF CLUB WEST BORDER LOT SUBDIVISION, AS CONDEMNED FOR IMPROVING CICERO AVE BY PROCEEDINGS HAD IN CASE 63886, COUNTY COURT OF COOK COUNTY ILLINOIS, WHEREIN A JUDGEMENT WAS RENDERED NOVEMBER 5, 1930.

(AFFECTS THE WEST 7 FEET OF LOTS 17, 18, 19 IN SUBDIVISION AFORESAID)

11. UNRECORDED EASEMENTS IN FAVOR OF NORTHERN ILLINOIS GAS COMPANY AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO.

12. TERMS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE AGREEMENT MADE BY AND BETWEEN FAIRWAY BUILDING, L.P. AND THE VILLAGE OF SKOKIE RECORDED MAY 13, 1998 AS DOCUMENT NUMBER 98392125 RELATING TO LANDSCAPING PLAN.

13. TERMS AND CONDITIONS CONTAINED IN THE ORDINANCE GRANTING A SPECIAL USE PERMIT TO ESTABLISH AND OPERATE A HEALTH SERVICE FACILITY PROVIDING MASSAGE AND RELATED THERAPEUTIC SERVICES RECORDED AUGUST 4, 1997 AS DOCUMENT NUMBER 97560955.

14. TERMS AND CONDITIONS CONTAINED IN THE ORDINANCE ESTABLISHING THE WEST DEMPSTER STREET BUSINESS REDEVELOPMENT DISTRICT IN THE VILLAGE OF SKOKIE RECORDED MARCH 5, 2002 AS DOCUMENT NUMBER 0020245228.

15. THE LAND LIES WITHIN THE BOUNDARIES OF A SPECIAL SERVICE AREA AS DISCLOSED BY ORDINANCE RECORDED AS DOCUMENT 0819650055, AND IS SUBJECT TO ADDITIONAL TAXES UNDER THE TERMS OF SAID ORDINANCE AND SUBSEQUENT RELATED ORDINANCES.

16. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.

17. PROCEEDINGS IN CASE NUMBER 08CH39521 TO FORECLOSE THE LIEN RECORDED AS DOCUMENT 0717211155.

18. MATTERS THAT WOULD BE SHOWN BY AN ACCURATE SURVEY.

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STATEMENT BY GRANTOR AND GRANTEE

The grantor or his or her agent affirms that, to the best of his or her knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated: June 2, 2009 Signature: [Signature]
Grantor or Agent

Subscribed and sworn to before me by the said Grantor this 2nd day of June, 2009.

Notary Public [Signature]
My commission expires: 12-3-09

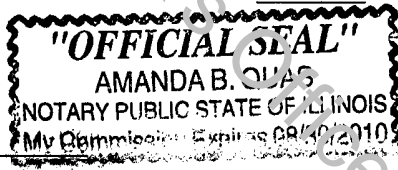


The grantee or his or her agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated: June 2nd, 2009 Signature: [Signature]
Grantee or Agent

Subscribed and sworn to before me by the said Grantee this 5th day of June, 2009.

Notary Public [Signature]
My commission expires: 8/30/2010



Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

[Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]