## 08814519/2100 DEFICIAL COPY

SPECIAL WARRANTY DEED

Grantes dans S TAXPAYER NAME & ADDRESS: 87 Jeffryn Boulevard Corp. 151 E. Industrial Court Deer Park, NY 11729 Doc#: 1100541056 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds
Date: 01/05/2011 11:30 AM Pg: 1 of 4

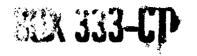
THE GEANTOR, POSSIBILITIES, LLC, an Illinois limited liability company ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in name paid by 87 JEFFRYN BOULEVARD CORP., a New York corporation ("Grantee"), the receipt of which is hereby acknowledged, by these presents does hereby GRANT, BARGAIN, SELL AND CONVEY unto Grantee all of the following described property located in Cook County, Illinois (the "Property"), to wit:

LOT 329 IN CENTEX INDUSTRIAL PARK UNIT 202, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART DEDICATED FOR STREETS) IN COOK COUNTY, ILLINOIS.

Commonly Known as: 1501 Tonne Road, Elk Grove Village, Illinois 60007 P.I.N.: 08-34-101-041-0000

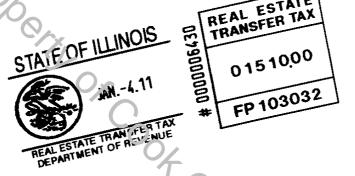
TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging and pertaining solely to the Property, unto Grantee, and Grantee's heirs, successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's heirs, successors and assigns, to WARRANT AND FOREVER DEFELID, all and singular, the Property unto the Grantee, and Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

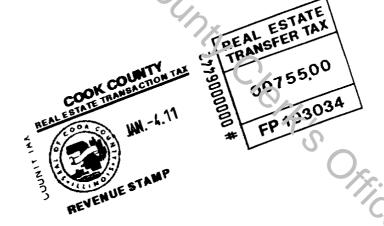
GRANTEE ACKNOWLEDGES AND AGREES THAT IT HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE PURCHASE OF THE PROPERTY. GRANTEE REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF REAL PROPERTY SUCH AS THE PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS, AND THAT GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND GRANTEE SHALL RELY UPON SAME, AND HEREBY ASSUMES THE RISK OF ANY ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, THAT MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE



\_1100541056D Page: 2 of 4 .\_ ..

## **UNOFFICIAL COPY**





UNOFFICIAL COPY
FURTHER 'ACKNOWLEDGES AND AGREES THAT GRANTEE IS ACQUIRING THE PROPERTY ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS' BASIS, WITHOUT REPRESENTATION, WARRANTIES, OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT AS EXPRESSLY SET FORTH HEREIN AND IN THAT CERTAIN PURCHASE AND SALE AGREEMENT DATED AUGUST 20, 2010 BY AND BETWEEN GRANTOR, AS SELLER, AND GRANTEE, AS PURCHASER (AS AMENDED, THE "AGREEMENT"). GRANTEE WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESNETATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN BY GRANTOR, EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE CONTTRACT. GRANTEE ASSUMES ALL RISK AND LIABILITY (AND AGREES THAT GRANTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUEN PLAL, OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE CONDITION, LOCATION, MAINTENANCE, REPAIR, OR OPERATION OF THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING, AND EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY STATED HEREIN, SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPLESS OR IMPLIED, AS TO (I) MATTERS OF TITLE OTHER THAN AS EXPRESSLY PROVIDED HEREIN, (II) ZONING, (III) TAX CONSEQUENCES, (IV) PYSICAL OR ENVIRONMENTAL CONDITIONS, (V) AVAILABILITY OF ACCESS, INGRESS OR EGRESS, (VI) OPERATING HISOTRY OR PROJECTIONS, (VII) VALUATION, (VIII) GOVERNMENTAL APPROVALS, (IX) GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION: (A) THE VALUE CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (B) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY, (C) THE AVAILABILITY OF UTILITIES OR OTHER SERVICES TO THE PROPERTY, AND (D) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY.

THIS CONVEYANCE IS EXPRESSLY MADE AND ACCEPTED SUBJECT TO real estate taxes not yet due and payable, covenants, conditions, and restrictions of record and building lines and easements as now exist, hereby releasing and waiving all rights under and by cirtue of the Homestead Exemption Laws of the State of Illinois.

EXECUTED to be effective as of the 27th day of December, 2010.

POSSIBILITIES, LLC<sub>4</sub> an Illinois limited liability company

Mike Poss, Manager

1100541056D Page: 4 of 4

## **UNOFFICIAL COPY**

STATE OF ILLINOIS	)
COUNTY OF COOK Dulage	) SS: )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that MIKE POSS, personally known to me to be the Manager of POSSIBILITIES, LLC, an Illinois limited liability company, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as a free and voluntary act of said company, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 27th day of December, 2010.

Motary Public

## PREPARED BY:

Jeffrey W. Kreye Robinson Payne LLC 2800 W. Higgins, Ste. 160 Hoffman Estates, IL 60169

AFTER RECORDING, PLEASE MAIL TO:

Morrie Much Much Shelist 191 N. Wacker Drive, Suite 1800 Chicago, IL 60606



Ellert

