

# UNOFFICIAL COPY



Doc#: 1102118060 Fee: \$56.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 01/21/2011 02:57 PM Pg: 1 of 11

PREPARED BY AND  
AFTER RECORDING  
RETURN TO:

Jaelyn McNally  
Perkins Coie LLP  
131 South Dearborn  
Suite 1700  
Chicago, Illinois 60603

Exempt from transfer tax pursuant  
to 35 ILCS 200/31-45(D)

  
Signature

## SPECIAL WARRANTY DEED

Romanek Schaumburg LLC, a Delaware 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 paid in hand to Grantor by Nomura CDO 2007-2 - Parkway Corporate Place LLC, a Delaware limited liability company ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee all of Grantor's right, title and interest in and to that certain parcel of land located in Cook County, Illinois and legally described in Exhibit A attached hereto and incorporated herein by this reference, together with all buildings, improvements and fixtures located thereon and owned by Grantor as of the date hereof and all rights, privileges and appurtenances pertaining thereto including all of Grantor's right, title and interest in and to all rights-of-way, open or proposed streets, alleys, easements, strips or gores of land adjacent thereto (herein collectively called the "Real Property").

This conveyance is made by Grantor and accepted by Grantee subject to all covenants, conditions, restrictions, and other matters listed on Exhibit B attached hereto and incorporated herein by this reference (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Real Property together with all improvements located thereon all and singular the rights and appurtenances thereto in anyway belonging, subject to the Permitted Exceptions, unto Grantee, its legal representatives, successors and assigns, and Grantor does hereby bind itself, its legal representatives, successors and assigns, to WARRANT and FOREVER DEFEND all and singular the Real Property unto the Grantee, its legal

NCS-442265 2082 DL/PC

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representatives, successors and assigns, against Grantor and every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to the Permitted Exceptions.

Grantor acknowledges that it expressly intended and agreed that the lien and security interest granted by Grantor pursuant to the that certain Mortgage, Security Agreement and Fixture Financing Statement dated February 13, 2006 and recorded on February 24, 2006 in the Office of the Cook County Recorder of Deeds as Document No. 0605534075, as assigned by Assignment of Mortgage, Security Agreement and Fixture Financing Statement dated February 14, 2006, but effective as of March 27, 2007 and recorded on May 13, 2008 as Document No. 0813403085 in the Office of the Cook County Recorder of Deeds, shall remain in full force and effect and shall not merge with the interest acquired hereunder, but shall remain a separate, distinct and continuing lien and security interest as herein provided.

If any term or provision of this Deed or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Deed or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

*[signature page follows]*

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IN WITNESS WHEREOF, this Deed has been executed by Grantor as of the 11 day of JANUARY, 2011.

GRANTOR:

ROMANEK SCHAUMBURG LLC, a Delaware limited liability company

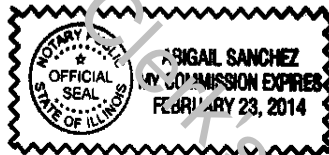
By: [Signature]  
Name: MARVIN M. ROMANEK  
Its: MANAGER

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

I, ABIGAIL SANCHEZ, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MARVIN M. ROMANEK appeared before me this day in person and acknowledged that he/she signed and sealed the said instrument as his/her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3rd day of NOVEMBER, 2010.

[Signature]  
Notary Public



My commission expires: February 23, 2014

VILLAGE OF SCHAUMBURG  
REAL ESTATE TRANSFER TAX  
17626 \$ 8

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## EXHIBIT A

### Legal Description

Property of Cook County Clerk's Office



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## EXHIBIT A

### LEGAL DESCRIPTION

LOT 2 IN OXFORD CAPITAL PARTNER'S RESUBDIVISION BEING A RESUBDIVISION OF LOT 1 IN ANDERSON'S THIRD RESUBDIVISION, A RESUBDIVISION OF PART OF LOT 2 IN ANDERSON'S SECOND RESUBDIVISION, A RESUBDIVISION OF ANDERSON'S RESUBDIVISION OF PART OF LOT 11 IN ANDERSON'S WOODFIELD PARK, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 AFORESAID; THENCE NORTH ALONG THE WEST LINE OF SAID LOT, 20.00 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE SOUTH LINE OF SAID LOT 20.00 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE WEST, ALONG SAID SOUTH LINE, 20.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 07-13-101-013-0000

Common Address: 915, 935, and 955 National Parkway,  
Schaumburg, Illinois

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## EXHIBIT B

### Permitted Exceptions



Property of Cook County Clerk's Office

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## SCHEDULE B

1. General real estate taxes for the year(s) 2010 and subsequent years which are not yet due or payable.

Permanent Index Number: 07-13-101-013-0000

2. Mortgage, Security Agreement and Fixture Financing Statement dated February 13, 2006 and recorded February 24, 2006 as document number 0605534075, made by Romanek Schaumburg LLC, a Delaware limited liability company, to Nomura Credit & Capital, Inc., to secure an indebtedness in the amount of \$24,350,000.00, and the terms and conditions thereof.

First Amendment to Mortgage, Security Agreement and Fixture Financing Statement dated April 12, 2006 and recorded May 4, 2006 as document 0612434124.

Assigned to Wells Fargo Bank, National Association, in its capacity as the Trustee for Nomura CRE CDO 007-2, by instrument recorded May 13, 2008 as document 0813403085.

Extension Agreement dated June 6, 2008 and recorded June 13, 2008 as document 0816509090.

Assignment of Mortgage to Nomura CDO 2007-2 - Parkway Corporate Place LLC, a Delaware limited liability company recorded 1-24-11 as document 1102118059

3. Assignment of Leases and Rents recorded February 24, 2006 as document 0605534076, made by Romanek Schaumburg LLC, a Delaware limited liability company to Nomura Credit & Capital, Inc.

Assigned to Wells Fargo Bank, National Association, in its capacity as the Trustee for Nomura CRE CDO 007-2, by instrument recorded May 13, 2008 as document 0813403084.

4. Financing Statement evidencing an indebtedness from Romanek Schaumburg LLC, debtor, to Nomura Credit & Capital, Inc., secured party, recorded February 24, 2006 as document 0605534077.

Assigned to Wells Fargo Bank, National Association, in its capacity as the Trustee for Nomura CRE CDO 007-2, by instrument recorded May 13, 2008 as document 0813403083.

5. Reciprocal Easement Agreement for Access and Parking dated February 18, 2004 and recorded March 29, 2004 as document 0408918051 made by and between NSA Properties II, LLC and Parkway Corporate Place, L.L.C.

Note: Affects this and other property.

6. Building line as shown on the Plat of Anderson's Third Re-Subdivision, aforesaid, recorded August 30, 1988 as document 88394485 over the West and South 50 feet of the land.

7. Notice of Requirements for Storm Water Detention dated May 6, 1976 and recorded July 26, 1976 as document 23573180 made by J. Emil Anderson and Son, Inc., as beneficiary of Schaumburg State Bank, as Trust Number 252, and others relating to the development of the land and other property not now in question, and that a sewerage system permit has been granted by the Metropolitan Sanitary District of Greater Chicago with respect to the aforesaid

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land as shown on Exhibit "A" attached thereto, for the construction, etc., of sanitary service sewers thereon.

8. Easement in favor of Cablenet of Illinois, Inc., the Illinois Bell Telephone Company, the Commonwealth Edison Company, Northern Illinois Gas Company and the Village of Schaumburg, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the plat recorded August 30, 1988 as document 88394485, affecting the West, South, and East 15 feet and the South 15 feet of the East 354.00 feet and the North 15 feet of the East 452.00 feet of the land.

9. Easement for public utilities and drainage over the East 15 feet, the South 15 feet of the East 354.00 feet and the North 15 feet of the East 452.00 feet of the land as shown on Plat of Anderson's Third Re-Subdivision, recorded August 30, 1988 as document 88394485.

10. Covenants, conditions and restrictions relating to the strips of ground as shown on the Plat of Anderson's Third Re-Subdivision aforesaid recorded August 30, 1988 as document 88394485, as follows: which strips of ground are marked easement reserved for the use of public utilities for the installation and maintenance of water and sewer mains, underground conduits and cables, with all necessary manholes, phone and electric, sewer, gas and water service; the right to enter upon the lots at all times to install, lay, construct, renew, operate and maintain within said easement area said conduits, cables, manholes, water valves, and other equipment; and finally the right is granted to cut down and remove or trim and keep trimmed any trees, shrubs, or saplings that interfere, or threaten to interfere with any of the said public utilities equipment, all installation shall be underground or on the surface, but not overhead. It is further understood the above easements shall be non-exclusive. No permanent buildings or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities and to the rights of owners or other lots in the subdivision.

Note: Said instrument contains no provision for a forfeiture of or reversion of title in case of breach of condition.

(Affects the West, South and East 15 feet and the South 15 feet of the East 354.00 feet and the North 15 feet of the East 452.00 feet of the land)

11. Easement over the Southerly 10 feet of Lot 11 (measured perpendicular from the Southerly line of Lot 11) except the Westerly 17 feet thereof) in Anderson's Woodfield Park, being a Subdivision of part of the Northwest 1/4 of Section 13, Township 41 North, Range 10, in Cook County, Illinois, as acquired in the condemnation proceedings had in Case 77C01114 in the County Court of Cook County, Illinois, Village of Schaumburg, a municipal corporation, against Herman W. Freise, and all whom it may concern.

(Affects the Southerly 10 feet of the land)

12. Easement granted for utilities of the Southerly 10 feet of Lot 11 (measured perpendicularly from the Southerly line of Lot 11) except the Westerly feet thereof in Anderson's Woodfield Park, being a subdivision of part of the Northwest 1/4 of Section 13, Township 40 North, Range 10, East of the Third Principal Meridian, as granted and shown on the Plat of Dedication recorded November 16, 1977 as document 24197568.

(Affects the Southerly 10 feet of the land)



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13. A 15 foot permanent non-exclusive easement in favor of any electric, gas, telephone or telecommunication company, cable T.V. company and the Village of Schaumburg, and its, respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the plat recorded July 23, 1998 as document 98639897.

(Affects the South, North, West and East 15 feet of Lot 2. For exact locations see plat)

14. A 15 foot permanent non-exclusive drainage easement in favor of the Village of Schaumburg, Cook and DuPage Counties, Illinois, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the plat recorded July 23, 1998 as document 98639897.

(Affects the North and East 15 feet of Lot 2. For exact locations see plat)

15. A permanent non-exclusive easement reserved for and granted to the Village of Schaumburg, and its successors and assigns, in, upon, across, over, under, and through the areas shown as and/or labeled as "Roadway Improvement Easement" within the dashed lines shown on the Plat of Oxford Capital Partners' Resubdivision recorded July 23, 1998 as document 98639897, for the purposes of installing, constructing, inspection, operating, replacing, repairing, cleaning and maintaining roadway improvements, such as sidewalks, parkway trees, and lighting, together with the right of access thereto. No permanent buildings or structures or trees shall be placed in said easement.

(Affects the West 15 feet of Lot 2)

16. The Plat of Resubdivision recorded July 23, 1998 as document 98639897 has the following statement:

Note: No access to National Parkway may occur except as shown on said plat.

Also the construction of any future access points to adjacent roadways shall be subject to the prior approval of the Village of Schaumburg.

17. Building line as shown on the Plat of Resubdivision recorded July 23, 1998 as document 98639897.

(Affects the South 50 feet and the West 50 feet of Lot 2)

18. A non-exclusive easement as created by Easement Agreement dated April 28, 1988 and recorded May 6, 1998 as document 98373511 from First Bank of Schaumburg, as Trustee under Trust Number 252 to Oxford Schaumburg Company, LLC and as shown on plat of Oxford Capital Partners Resubdivision aforesaid, for the purpose of ingress and egress over the following described land: The South 105 feet of the North 380 feet and the West 75 feet of Lot I in Anderson's Third Resubdivision, being a resubdivision of part of Lot 2 in Anderson's Second Resubdivision, a resubdivision of part of the Northwest 1/4 of Section 13, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

19. Grant of easement to Northern Illinois Gas Company, doing business as, Nicor Gas dated April 19, 2000 and recorded July 10, 2001 as document 0010608527, granting a perpetual easement and right of way for the purpose of laying, maintaining, operating, replacing and removing gas

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mains and any necessary gas facilities appurtenant thereto, together with the right of access for said purposes, in, upon, under, along and across the following described property:

Lot 2 in Oxford Capital Partner's Resubdivision, being a Resubdivision of Lot I in Anderson's Third Resubdivision, a Resubdivision of part of Lot 2 in Anderson's Second Resubdivision, a resubdivision of Anderson's Resubdivision of part of Lot 11 in Anderson's Woodfield Park, a Subdivision of part of the Northwest Quarter of Section 13, Township 41 North, Range 10 East of the Third Principal Meridian, except that part thereof described as follows: beginning at the Southwest corner of Lot 2 aforesaid; thence North, along the West line of said Lot, 20.00 feet; thence Southeasterly to a point on the South line of said lot, 20.00 feet East of the Southwest corner thereof; thence West, along said South line, 20.00 feet to the point of beginning, in Cook County, Illinois.

20. Terms, conditions, provisions and limitations of the Agreement dated April 19, 2000 and recorded May 29, 2001 as document 0010457075 by and between LaSalle Bank, N.A., as Trustee under Trust Agreement dated October 1, 1991 and known as Trust No. 1237-CH and Parkway Corporate Place, L.L.C., a Delaware limited liability company.

21. Existing unrecorded leases, and rights of parties in possession under leases with Int Acad. of Merchan. Design, KB Home Illinois, Inc., Samsung Semiconductor, Inc., and Illinois Toll works, Inc., (ITW).

DEPT. OF Cook County Clerk's Office

