



Doc#: 1213010066 Fee: \$54.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/09/2012 02:30 PM Pg: 1 of 9

After Recording Return To:

Mr. Thomas R. Barth, Esq.  
First American Title Insurance Company  
National Commercial Services  
401 E. Pratt Street, Suite 323  
Baltimore, Maryland 21202

MAIL TAX BILLS TO:  
GAMA, L.P.  
104 Interstate Road  
Addison, IL 60101

SPECIAL WARRANTY DEED

STATE OF ILLINOIS §  
§  
COUNTY OF COOK §

NCJ-522414 (60328)

2305-2315 Enterprise Drive Holdings, LLC, a Maryland limited liability company, ("Grantor"), whose mailing address is c/o CWCapital Asset Management LLC, 7501 Wisconsin Avenue, Suite 500 West, Bethesda, Maryland 20814, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY, and by these presents does GRANT, SELL and CONVEY, unto Gama, L.P., an Illinois Family Limited Partnership, having an address of 100, Interstate Road, Addison, Illinois 60101 ("Grantee"), the following described property:

- (i) That certain real property in Cook County, Illinois, which is described on Exhibit A attached hereto and incorporated herein by reference (the "Land");
- (ii) All buildings, structures, utility lines, utility facilities, utility improvements, street and drainage improvements, and other improvements of any kind or nature located in, on, or under the Land (all of the foregoing being referred to herein collectively as the "Improvements"); and
- (iii) All appurtenances benefiting or pertaining to the Land or the Improvements, including, without limitation, all of Grantor's right, title, and interest in and to all development and utility rights and permits benefiting the Land and all streets, alleys, rights-of-way, or easements adjacent to or benefiting the Land, and all strips or pieces of land abutting, bounding, or adjacent to the Land (all of the foregoing being referred to herein collectively as the "Appurtenances").

The Land, Improvements and Appurtenances are collectively referred to herein as the "Property".

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors or assigns, forever; and, subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's 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; provided, however that this

Handwritten signature and date: 4-27-12

# UNOFFICIAL COPY


conveyance is made by Grantor and accepted by Grantee subject to: (a) all of the title exceptions revealed in or by the recorded documents and other matters listed on Exhibit B attached hereto and incorporated herein by reference and affecting the Property; and (b) all standby fees, taxes and assessments by any taxing authority for the current and all subsequent years, and all liens securing the payment of any of the foregoing.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY. GRANTEE EXPRESSLY AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS", "WHERE IS", AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES, OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY; (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY; AND (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR, OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS DEED, GRANTEE REPRESENTS THAT GRANTEE HAS MADE (i) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS; AND (ii) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.

[SIGNATURE PAGE FOLLOWS]

STATE TAX

STATE OF ILLINOIS



MAY - 9.12

REAL ESTATE TRANSFER TAX  
DEPARTMENT OF REVENUE


# 0000009336

REAL ESTATE TRANSFER TAX
03400.00
FP 103037

2

COUNTY TAX

COOK COUNTY  
REAL ESTATE TRANSACTION TAX



MAY - 9.12

REVENUE STAMP

# 0000009172

REAL ESTATE TRANSFER TAX
01700.00
FP 103042

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EXECUTED AND DELIVERED the 30<sup>TH</sup> day of April, 2012.

**ASSIGNOR:**

**2305-2315 Enterprise Drive Holdings, LLC,**  
a Maryland limited liability company

By: U.S. Bank National Association, as Trustee,  
successor to Wells Fargo Bank, N.A., as Trustee  
for the Registered Holders of GE Capital  
Commercial Mortgage Corporation, Commercial  
Mortgage Pass-Through Certificates, Series  
2001-2 (the "Trust"), its Sole Member/Manager

By: CWCapital Asset Management LLC, a  
Massachusetts limited liability company, solely  
in its capacity as Special Servicer to the Trust

By:   
Name: SCOTT FISHKIND  
Title: VICE PRESIDENT

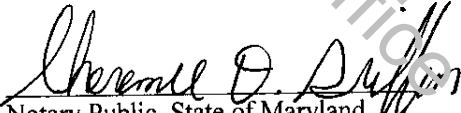
STATE OF MARYLAND

§  
§  
§

COUNTY OF MONTGOMERY

**BEFORE ME**, the undersigned, a Notary Public, on this day personally appeared SCOTT FISHKIND, Vice President of CWCapital Asset Management LLC, the Special Servicer to U.S. Bank National Association, as Trustee, successor to Wells Fargo Bank, N.A., as Trustee for the Registered Holders of GE Capital Commercial Mortgage Corporation, Commercial Mortgage Pass-Through Certificates, Series 2001-2, the sole member of **2305-2315 Enterprise Drive Holdings, LLC**, a Maryland limited liability company, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that same was executed for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said entity.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this 17 day of April, 2012.

  
Notary Public, State of Maryland  
My Commission Expires: 04/01/2014



Prepared by:  
Quilling, Selander, Lownds, Winslett & Moser, P.C.  
2001 Bryan Street, Suite 1800  
Dallas, Texas 75201  
File No. 3389.0494

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## EXHIBIT A

### Legal Description

#### Parcel 1:

The Southerly 75.50 feet of Lot 1 in Enterprise Centre Subdivision, being a subdivision of part of the Northeast 1/4 of Section 30, Township 39 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded on August 4, 1989 as Document 89357915, in Cook County, Illinois.

#### Parcel 2:

Lot 2 in Enterprise Centre Subdivision, being a subdivision of part of the Northeast 1/4 of Section 30, Township 39 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded on August 4, 1989 as Document 89357915, (Except 'Tract A', 'Tract B', 'Tract C' and 'Tract D'), described as follows:

#### Exception Tract A:

The Southerly 67.00 feet of the Westerly 201.39 feet (as measured the Southerly Line) of Lot 2 in Enterprise Centre Subdivision, being a subdivision of part of the Northeast 1/4 of Section 30, Township 39, North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded on August 4, 1989 as Document 89357915;

#### Exception Tract B:

The Southerly 67.00 feet of the Easterly 255.08 feet (as measured along the Southerly Line) of Lot 2 in Enterprise Centre Subdivision, being a subdivision of part of the Northeast 1/4 of Section 30, Township 39, North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded on August 4, 1989 as Document 89357915;

#### Exception Tract C:

The Northerly 32.50 feet of the Westerly 217.00 feet of Lot 2 in Enterprise Centre Subdivision, being a subdivision of part of the Northeast 1/4 of Section 30, Township 39, North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded on August 4, 1989 as Document 89357915;

#### Exception Tract D:

The Northerly 32.50 feet of the Easterly 205.83 feet (as measured along the Northerly Line) of Lot 2 in Enterprise Centre Subdivision, being a subdivision of part of the Northeast 1/4 of Section 30, Township 39, North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded on August 4, 1989 as Document 89357915;) all in Cook County, Illinois.

Note: For informational purposes only, the land is known as:  
2305 - 2315 Enterprise Drive  
Westchester, IL 60154

15-30-205-003-000

EXHIBIT A

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## EXHIBIT B

### Permitted Exceptions

1. Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
2. Terms, provisions and conditions contained in Lease by and between Dover Westchester, L.L.C., Lessor, and Dover Elevator Company, Lessee, dated December 19, 1997 as disclosed by a memorandum of lease recorded March 23, 1998 as document 98225452, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee.
3. A 25 foot building line over the east line of Lot 2 as shown on the plat of Enterprise Centre Subdivision recorded August 4, 1989 as Document 89357915.  
  
(Affects Parcel 2)
4. Easement in, upon, under, over and along the land to install and maintain all equipment for the purpose of serving the land and other property with gas service, together with right of access to said equipment, as created by grant to Northern Illinois Gas Company recorded May 7, 1986 as document 86181041.  
  
(Affects Parcel 2)
5. A 40 foot easement for ingress and egress over the West line of Lot 2 as per Document 13281647 and as shown on the plat of Enterprise Centre Subdivision, recorded August 4, 1989 as Document 89357915.  
  
(Affects Parcel 2)
6. A 19-foot wide public easement for storm sewer as shown on the Plat of Enterprise Centre Subdivision recorded August 4, 1989 as Document 89357915.  
  
(Affects Parcel 2)
7. Grant of Easement recorded November 20, 1981 as Document 26065905 and as contained in Grant of Easement recorded December 17, 1981 as Document 26087773, between Central National Bank of Chicago, as Trustee under Trust Agreement dated November 7, 1979 and known as Trust Number 24100, grantor and the Village of Westchester, grantee, for a permanent roadway and for a permanent water line; the grantor does hereby grant, assign and set over to the grantee the following easements:  
  
Easement for ingress and egress over and across the west 35.00 feet, and the South 50.00 feet (except the East 130.00 feet thereof) of the West 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 39 North, Range 12 East of the Third Principal Meridian, except that part dedicated for highway purposes, all in Cook County, Illinois.

EXHIBIT B

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A permanent easement for a water main over and across the East 15.00 feet, of the West 67.50 feet and the North 15.00 feet of the South 82.50 feet (except the East 130.00 feet thereof) of the West 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 39 North, Range 12 East of the Third Principal Meridian, except that part dedicated for highway purposes, in Cook County, Illinois.

(Affects Parcel 1 and 2)

8. A 30 foot easement for ingress and egress and utilities as per Document 16754958 and as shown on the Plat of Enterprise Centre Subdivision recorded August 4, 1989 as Document 89357915.

(Affects Parcel 2)

9. Easement as reserved for and granted to Northern Illinois Gas Company, its successors and assigns, in all platted "easement" areas, streets, alleys, other public ways and places shown on this plat, said easement to be for the installation, maintenance, relocation, renewal and removal of gas mains and appurtenances for the purposes of serving all areas shown on this plat as well as other property, whether or not contiguous thereto as shown on the plat of Enterprise Centre Subdivision recorded August 4, 1989 as Document 89357915. No buildings or other structures shall be construct or erected in any such "easement" areas, streets, alleys, or other public ways or places nor shall any other use be made thereof which will interfere with the easements reserved and granted hereby.

(Affects Parcels 1 & 2)

10. Easement for serving the subdivision and other property with Electric and Communications Service, reserved for and granted to the Commonwealth Edison Company and the Illinois Bell Telephone Company and their respective successors and assigns, jointly and severally, to install, operate, maintain and remove from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and sounds and signals, in, upon, across, along and upon the surface of the property shown within the dotted lines on the plat and marked "easement", and the property designed on the plat for streets and alleys, together with the right to install required service connections over or under the surface of each lot to serve improvements thereon, or on adjacent lots, and the right to cut, trim or remove trees, bushes and roots as may be reasonably required incident to the rights given and the right to enter upon the subdivided property for all such purposes. Obstructions shall not be placed over grantees facilities or in, upon or over the property within the dotted lines marked "easement" without the prior written consent of grantees. After installation of any such facilities, the grade of subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof; as shown on the proposed Plat of Enterprise Centre Subdivision recorded August 4, 1989 as Document 89357915 and shown in Grant of Easement recorded as Document 88128850 (depicted on Exhibit "A" attached thereto).

(Affects Parcel 2)

11. Grant of Easement recorded March 22, 1982 as Document 26178145 between Central National Bank in Chicago, as trustee under trust agreement dated November 7, 1979 and known as Trust Number 24100, grantor, and Village of Westchester, a Municipal Corporation of Illinois, the Commonwealth Edison Company, the Illinois Bell Telephone Company, Northern Illinois Gas Company, Illinois Corporations, grantees, wherein the grantees desire an easement appurtenant to Parcel 2 over and across certain parts of Parcel 1 for public utility purposes; the grantor hereby

EXHIBIT B



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grants to the grantees, their respective licensees, successors and assigns, jointly and severally, an easement over Parcel 1, as an easement appurtenant to Parcel 2, to construct, operate, maintain, renew, relocate and remove, from time to time, poles, wires, cables, conduits, manholes, transformers, pedestals, pipes and other facilities used in connection with overhead and underground transmission and distribution of electricity, sounds, signals and gas, together with right of access to the same and the right, from time to time, to trim or remove trees, bushes and saplings and to clear obstructions from the surface and subsurface as may be reasonably required incident to the grant herein given, in, over, under, across, along and upon the surface of the Parcel described as follows: The East 17.50 feet of the West 52.50 feet, and the North 17.50 feet of the South 67.50 feet (except the East 130.00 feet thereof) of the West 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 39 North, Range 12 East of the Third Principal Meridian, except that part dedicated for highway purposes, in Cook County, Illinois.

(Affects Parcel 2)

12. Covenants and Restrictions contained in the deed dated April 10, 1944 and recorded May 11, 1944 as Document 13281647 relating to character, cost, location and use of the land and relating to easements.
  
13. Covenant and Restriction contained in plat of Enterprise Centre Subdivision recorded as document 89357915 which states " there is hereby imposed upon and marked "Public easement and storm sewer", a restrictive covenant, appurtenant to and running with said land and the lots on which said notations and markings appear, prohibiting the illegal alteration of any existing contour grade thereof, the installation, laying or depositing of any improvement or any fill therein also debris and rubbish, so as to interfere with or disturb, block, impede or alter the natural flow or natural retention of water therein. This covenant is for the benefit of and use of the owner of the property described hereon and their legal successors and assigns in title thereto.

Easements to be granted to the Village of Westchester.

Storm water (main sewer) to be maintained by Village

Sanitary sewer (main sewer) to be maintained by Village

No water mains within site to be maintained by Village

No street lighting facilities within site to be maintained by Village

No paved area within site to be maintained by Village.

However beneficial owners their successors and assigns guarantee and warrant that all repairs to water mains within site will be initiated within 24 hours of discovery and completed in a reasonable amount of time.

(Affects Parcels 1 and 2)

14. Declaration and Agreement Regarding Lot Line Adjustment, dated November 17, 1997 and recorded November 19, 1997 as Document 97867993 made by the Mutual Life Insurance Company of New York relating to adjustment of lot lines and relocation of parking.

EXHIBIT B

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15. Agreements relating to the use, relocation and maintenance of easements granted by that Reciprocal Easement Agreement recorded March 10, 1932 as Document 26167419 between the Catholic Bishop of Chicago, a Corporation Sole of Illinois and Central National Bank in Chicago, as trustee under Trust Agreement dated November 7, 1979 known as Trust Number 24100 and Howard Lavaty, (collectively "Lavaty") and the Village of Westchester, whereas Lavaty wishes to grant and the Catholic Bishop wishes to receive an easement over and across that portion of the Lavaty Parcel which is described in said exhibit as the "East Easement Parcel" for private road purposes.

(Affects Parcel 2)

16. Agreement relating to the use, relocation and maintenance of easements granted by that Reciprocal Easement Agreement recorded November 20, 1981 as Document 26065906 and as shown on the plat of Enterprise Centre Subdivision recorded August 4, 1989 as Document 89357915 between Central National Bank in Chicago as trustee under Trust Agreement dated November 7, 1979 known as Trust Number 24100 and Howard Lavaty and Joseph Vadovicky, Holders of the Power of Direction (collectively "Lavaty") and the Village of Westchester, a municipal corporation of Illinois, wherein the grantors wish to grant the Village a permanent water line easements over and across that portion of Lavaty Parcel which is depicted on Exhibit "C", namely the West 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 39 North, Range 12 East of the Third Principal Meridian, (Except that part dedicated for highway purposes, and excepting therefrom the following described Parcel: the South 85.0 feet of the East 130.0 feet of the West 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, for a Roadway Easement, described as "Roadway Easement" and Retention rights.

(Affects the westerly portion of Parcel 2 and other property)

17. 10 foot easement in favor of the Commonwealth Edison Company and 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 grant recorded as Document No.88128850, as shown on the attached sketch marked exhibit and made a part thereof, as depicted on the Enterprise Centre Subdivision plat recorded as Document 89357915.

(Affects Parcel 1)

18. Existing unrecorded leases, if any, and rights of all parties claiming thereunder.
19. Any lien, or right to a lien in favor of a property manager employed to manage the land.
20. Those matters affecting or relating to the title to, or the survey of, the Property: (a) which are of record on the date of the Title Commitment or as shown on the Survey and (b) which Purchaser has otherwise approved in writing; and
21. The lien of non-delinquent taxes, assessments and other usual and customary charges assessed against the owners of real property in the state in which the Land is located.
22. All building and zoning laws, codes and regulations affecting the Property, including all proffers, special exceptions, conditions, site plan approvals, and other similar matters, if any, relating to the zoning of the Property.

EXHIBIT B



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## PLAT ACT AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF COOK

} SS.

William Weinberg, being duly sworn on oath, states that  
he resides at 2001 Bryan, Suite 1800, Dallas, Texas. 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;

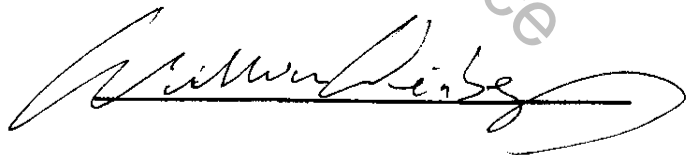
- OR -

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 26<sup>th</sup> day of April, 2012

Megan Oh  
Notary Public

