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Prepared By and After
Recording Mail To:

Drake D. Mertes
Dowd, Dowd & Mertes, Ltd.
701 Lee Street, Suite 790
Des Plaines, IL 60016



Doc#: 1213716034 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/16/2012 12:23 PM Pg: 1 of 8

This space reserved for Recorder's use only.

NS-527060
1061288

SPECIAL WARRANTY DEED

That TRANSAMERICA LIFE INSURANCE COMPANY, an Iowa corporation (formerly known as "PFL Life Insurance Company"), whose address is c/o AEGON USA Realty Advisors, L.L.C., 4333 Edgewood Road N.E., Cedar Rapids, Iowa 52499, which is hereinafter referred to as the "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to the Grantor by RMS Properties VIII, L.L.C., an Illinois limited liability company, which is hereinafter referred to as the "Grantee", whose address is 1491 West Schaumburg Road, Schaumburg, Illinois 60193, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto the Grantee, all of that certain real property lying and being situated in the County of Lake, State of Illinois, which is described more particularly in **Exhibit "A"**, attached hereto and incorporated herein for all purposes, together with any and all buildings and other improvements situated thereon, which real property, buildings and improvements are hereinafter collectively referred to as the "**Property**".

This conveyance is expressly made subject to each of those matters that is set forth in **Exhibit "B"**, which Exhibit is attached hereto and incorporated herein for all purposes, all of which matters are hereinafter collectively referred to as the "**Permitted Title Exceptions**".

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging and any right, title and interest of Grantor in and to adjacent streets, alleys and rights-of-way, unto the Grantee and the Grantee's successors and assigns forever, and the Grantor does hereby bind itself and the Grantor's successors and assigns to WARRANT and FOREVER DEFEND all and singular the Property unto the Grantee and the 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; subject, however, to the Permitted Title Exceptions.

The Grantee acknowledges that the Grantor has not made and does not make any representations as to the physical condition, or any other matter affecting or related to the property or any improvements thereon (other than warranties of title as provided and limited herein). The Grantee expressly agrees

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that to the maximum extent permitted by law, the property and any improvements thereon are conveyed "as is" and "with all faults", and the Grantor expressly disclaims, and the Grantee acknowledges and accepts that the Grantor has disclaimed, any and all representations, warranties or guaranties of any kind, oral or written, express or implied (except as to title as provided and limited herein) concerning the property and any improvements thereon, including, without limitation:

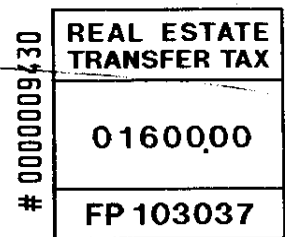
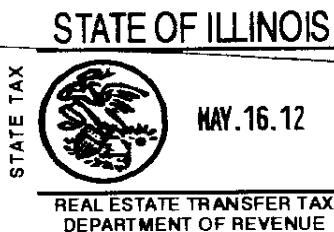
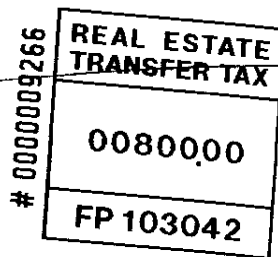
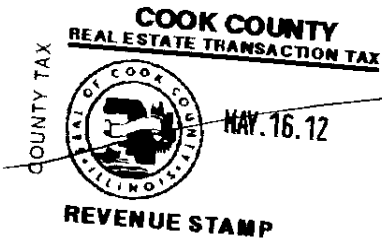
- (i) the value, condition, merchantability, habitability, marketability, profitability, suitability or fitness for a particular use or purpose, of the property and any improvements thereto,
- (ii) the manner or quality of the construction or materials incorporated into any such improvements, and
- (iii) the manner of repair, quality, state or repair or lack of repair of any such improvements.

The Grantor is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the property furnished by any real estate broker, agent, employee, servant or other person, unless the same are specifically set forth or referred to herein.

IN WITNESS WHEREOF, TRANSAMERICA LIFE INSURANCE COMPANY, the Grantor, has executed this Special Warranty Deed on the 4th day of May, 2012, to be effective upon delivery.

GRANTOR: Transamerica Life Insurance Company, an Iowa corporation

By: *Thomas J. Scheffter*
 Name: Thomas J. Scheffter
 Title: Wice President



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Exhibit A

Legal Description

PARCEL 1: LOTS 1, 2, 3 AND 4 IN SCHAUMBURG ATRIUM CENTER, BEING A SUBDIVISION OF PART OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 26942068, IN COOK COUNTY, ILLINOIS;

ALSO DESCRIBED AS FOLLOWS:

THAT PART OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF PLUM GROVE ROAD (ALSO KNOWN AS OLD PLUM GROVE ROAD) WITH THE NORTHERLY LINE OF ALGONQUIN ROAD ACCORDING TO DOCUMENT NO. 11195798; THENCE NORTH 66 DEGREES 50 MINUTES 41 SECONDS WEST ALONG SAID NORTHERLY LINE OF ALGONQUIN ROAD, 89.04 FEET TO THE MOST WESTERLY CORNER OF PROPERTY CONDEMNED FOR ROAD PURPOSES ACCORDING TO CASE NO. 71L11410; THENCE NORTH 57 DEGREES 00 MINUTES 18 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LAND CONDEMNED FOR ROAD PURPOSES, 38.99 FEET TO A LINE 50.0 FEET, MEASURED AT RIGHT ANGLES, WESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID PLUM GROVE ROAD; THENCE NORTH 00 DEGREES 51 MINUTES 17 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, BEING ALSO THE WEST LINE OF LAND CONDEMNED FOR ROAD PURPOSES ACCORDING TO CASE NO. 71L11410, 659.03 FEET; THENCE NORTH 69 DEGREES 32 MINUTES 9 SECONDS WEST 605.0 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 69 DEGREES 32 MINUTES 9 SECONDS WEST 925.47 FEET; THENCE SOUTH 20 DEGREES 27 MINUTES 51 SECONDS WEST, 600.15 FEET TO THE NORTHERLY LINE OF ALGONQUIN ROAD ACCORDING TO DOCUMENT NO. 11195798; THENCE SOUTH 69 DEGREES 32 MINUTES 9 SECONDS EAST ALONG SAID NORTHERLY LINE OF ALGONQUIN ROAD, 116.52 FEET TO A POINT OF CURVATURE; THENCE CONTINUING SOUTHEASTERLY ALONG SAID NORTHWESTERLY LINE OF ALGONQUIN ROAD, BEING A CURVED LINE, CONVEXED TO THE NORTHEAST, HAVING A RADIUS OF 21,535.94 FEET AND BEING TANGENT TO SAID LAST DESCRIBED STRAIGHT LINE AT THE LAST DESCRIBED POINT, AN ARC DISTANCE OF 780.24 FEET TO AN INTERSECTION WITH A LINE BEARING SOUTH 23 DEGREES 09 MINUTES 19 SECONDS WEST FROM THE AFORESAID PLACE OF BEGINNING (THE CHORD OF SAID ARC BEARS SOUTH 68 DEGREES 29 MINUTES 52 SECONDS EAST 780.20 FEET); THENCE NORTH 23 DEGREES 9 MINUTES 19 SECONDS EAST 614.96 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR STORM SEWERS OVER AND ACROSS THAT PART OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF PLUM GROVE ROAD (ALSO KNOWN AS OLD PLUM GROVE ROAD) WITH THE NORTHERLY LINE OF ALGONQUIN ROAD ACCORDING TO DOCUMENT NO. 11195798; THENCE NORTH 66 DEGREES 50 MINUTES 41 SECONDS WEST ALONG SAID NORTHERLY LINE OF ALGONQUIN ROAD 89.04 FEET TO THE MOST WESTERLY CORNER OF PROPERTY CONDEMNED FOR ROAD PURPOSES, ACCORDING TO CASE NO. 71L11410; THENCE NORTH 57 DEGREES 00 MINUTES 18 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LAND CONDEMNED FOR ROAD PURPOSES, 38.99 FEET TO A LINE 50.0 FEET, MEASURED AT RIGHT ANGLES, WESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID PLUM GROVE ROAD; THENCE NORTH 00 DEGREES 51 MINUTES 17 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, BEING ALSO THE WEST LINE OF LAND CONDEMNED FOR ROAD PURPOSES ACCORDING TO CASE NO. 71L11410, 659.03 FEET; THENCE NORTH 69 DEGREES 32 MINUTES 9 SECONDS WEST, 855.44 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 69 DEGREES 32 MINUTES 9 SECONDS WEST, 10.0 FEET; THENCE NORTH 20 DEGREES 27 MINUTES 51 SECONDS EAST 250.0 FEET; THENCE SOUTH 69 DEGREES 32 MINUTES 09 SECONDS EAST 10.0 FEET; THENCE SOUTH 20 DEGREES 27 MINUTES 51 SECONDS WEST 250.0 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS, AS CREATED IN RESERVATION IN THE DEED FROM SHELL OIL COMPANY TO FRANK F. STAPE BUILDERS, INC., A CORPORATION OF ILLINOIS, RECORDED JUNE 21, 1979 AS DOCUMENT 25016003, IN COOK COUNTY, ILLINOIS.

PARCEL 3: EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR STORM SEWERS OVER AND ACROSS THAT PART OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

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COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 1 IN SCHAUMBURG ATRIUM CENTER, BEING A SUBDIVISION OF PART OF SECTION 34, AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 26942068; THENCE SOUTH 69 DEGREES 32 MINUTES 9 SECONDS EAST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 200.0 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 69 DEGREES 32 MINUTES 9 SECONDS EAST, ALONG SAID NORTHEASTERLY LOT LINE, A DISTANCE OF 10.0 FEET; THENCE NORTH 20 DEGREES 27 MINUTES 51 SECONDS EAST, AT RIGHT ANGLES TO SAID LOT LINE, A DISTANCE OF 76.55 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, A DISTANCE OF 137.0 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 10.0 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 135.20 FEET TO A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE NORTHEASTERLY LINE OF LOT 1, AFORESAID, THROUGH THE PLACE OF BEGINNING; THENCE SOUTH 20 DEGREES 27 MINUTES 51 SECONDS WEST, A DISTANCE OF 74.74 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, AS CREATED BY EASEMENT AGREEMENT DATED JUNE 30, 1984 AND RECORDED AUGUST 23, 1984 AS DOCUMENT NUMBER 27227041 MADE BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 21, 1980 AND KNOWN AS TRUST NUMBER 102989 AND MOUNT PROSPECT STATE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 29, 1983 AND KNOWN AS TRUST NUMBER 1336, IN COOK COUNTY, ILLINOIS.

STREET ADDRESS: 846, 850, 851 and 860 East Algonquin Road, Cook County, Schaumburg, Illinois

P.I.N. 02-34-102-053-0000 Vol. 150 (Lot 1)

P.I.N. 02-34-102-054-0000 Vol. 150 (Lot 2)

P.I.N. 02-34-102-055-0000 Vol. 150 (Lot 3)

P.I. N. 02-34-102-056-0000 Vol. 150 (Lot 4)

Send subsequent tax notices to:

Special Assets Acquisitions, LLC
Attn.: Avi Banker
555 W. Jackson
Suite 500
Chicago, Illinois 60661

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EXHIBIT B

PERMITTED TITLE EXCEPTIONS

1. **General real estate taxes for the year(s) 2011, 2012 and subsequent years.**
The first installment of the 2011 taxes in the amount of \$49,116.63 is paid.
The final installment of the 2011 taxes and the 2012 taxes are not yet ascertainable or payable.
Permanent Index Number: 02-34-102-053-0000 Vol. 150
(Affects Lot 1)
2. **General real estate taxes for the year(s) 2011, 2012 and subsequent years.**
The first installment of the 2011 taxes in the amount of \$49,734.39 is paid.
The final installment of the 2011 taxes and the 2012 taxes are not yet ascertainable or payable.
Permanent Index Number: 02-34-102-054-0000 Vol. 150
If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.
(Affects Lot 2)
3. **General real estate taxes for the year(s) 2011, 2012 and subsequent years.**
The first installment of the 2011 taxes in the amount of \$49,875.22 is paid.
The final installment of the 2011 taxes and the 2012 taxes are not yet ascertainable or payable.
Permanent Index Number: 02-34-102-055-0000 Vol. 150
If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.
(Affects Lot 3)
4. **General real estate taxes for the year(s) 2011, 2012 and subsequent years.**
The first installment of the 2011 taxes in the amount of \$51,355.47 is paid.
The final installment of the 2011 taxes and the 2012 taxes are not yet ascertainable or payable.
Permanent Index Number: 02-34-102-056-0000 Vol. 150
If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.
(Affects Lot 4)

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5. Terms, provisions, conditions and limitations contained in Declaration of Protective Covenants recorded June 21, 1979 as document 25016002 made by Shell Oil Company, a Delaware corporation, to repair, maintain and operate the retention ponds, storm sewer facilities and appurtenances, and any and all connections, appliances and other structures and appurtenances thereto.
6. Easement created by Shell Oil Company, a Delaware corporation, recorded on July 23, 1979 as document 25103812, in favor of land to the East of the land for the purpose of constructing, reconstructing, repairing, inspecting, maintaining and operating a storm sewer drainage line over, across and through the land described therein, and the terms and provisions contained therein.
7. Terms, provisions, conditions and restrictions contained in the Declaration of Restrictive Covenants, recorded August 16, 1979 as document 25103810, made by Shell Oil Company, a Delaware corporation.
8. Terms, conditions and provisions of the document creating the easement described in Schedule A, together with the rights of the adjoining owners in and to the concurrent use of said easement.
9. A 10 foot water main easement over the South lines of Lots 3 and 4, as disclosed by the plat of Schaumburg Atrium Center Subdivision recorded January 24, 1984 as document 26942068.
10. A 10 foot storm sewer easement over the Northeast corner of Lot 2, as disclosed by the plat of Schaumburg Atrium Center Subdivision, aforesaid, and as created by easement recorded August 16, 1979 as document 25103812.
11. The owner of the tract of land herein described hereby declares and grants a mutual, reciprocal, nonexclusive ingress and egress easement over and across the parking area, sidewalks and driveways of each of Lots 1 through 4, inclusive, of the said tract of land for the passage of vehicles and pedestrians for the benefit of the owner of the tract of land and its successors and assigns, as disclosed by the plat of Schaumburg Atrium Center Subdivision, aforesaid.
12. A perpetual easement is hereby reserved for and granted to the Northwest Suburban Municipal Joint Action Water Agency, a municipal corporation, and their respective successors and assigns within the strips of ground as shown by dashed lines on the plat, the widths of which are shown on the plat and marked Northwest Suburban Municipal Joint Action Water Agency water main easement, to install, lay, construct, reconstruct, operate, maintain, repair, replace, move and remove master pipelines, valves, water mains, or other distribution equipment and apparatus thereto and devices for controlling electrical use in conjunction with such pipelines, as disclosed by the plat of Schaumburg Atrium Center Subdivision, aforesaid.
13. Easement Agreement over the following described property: The most Northeasterly 10 feet of Lots 1 and 4 in Schaumburg Atrium Center, being a Subdivision of part of Section 34, Township 42 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded as document 26942068, made by Mount Prospect National Bank, as trustee under trust agreement dated August 29, 1983 and known as trust number 1336, and LaSalle National Bank, as trustee under trust agreement dated August 21, 1980 and known as trust number 102989, for a nonexclusive perpetual easement, right, privilege and authority to construct, reconstruct, repair, inspect, maintain and operate a certain 8 inch sanitary sewer, and all connections, appliances and other structures and appurtenances necessary to the operating thereof, recorded August 23, 1984 as document 27227040.

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14. Easement over the North 10 feet and West 10 feet of Lot 1; and the West 10 feet of Lot 4 of the land for the purpose of installing and maintaining all equipment necessary to serve the subdivision and other land with telephone and electrical service, together with the right to overhang aerial service wires and the right of access to such wires, as created by grant to the Illinois Bell Telephone Company and the Commonwealth Edison Company and their respective successors and assigns, and as shown on the plat of subdivision recorded January 24, 1984 as document 26942068.
15. Easement over the North 10 feet and West 10 feet of Lot 1; and the West 10 feet of Lot 4 of the land for the purpose of installing and maintaining all equipment necessary to serve the subdivision and other land with gas service, together with right of access to said equipment as created by grant to Northern Illinois Gas Company and its respective successors and assigns and as shown on the plat of subdivision recorded January 24, 1998 as document 26942068.
16. Easement to Cablenet of Illinois Incorporated and the Village of Schaumburg, over the North 10 feet and West 10 feet of Lot 1; and the West 10 feet of Lot 4, as created by plat of subdivision recorded January 24, 1984 as document 26942068.
17. The rights of the tenants, as tenants only, under the following leases: (i) lease by and between Merichem Company, as tenant, and Transamerica Life Insurance Company, a landlord, dated February 21, 2005, as amended January 10, 2006, January 12, 2007, January 29, 2008, January 5, 2011 and January 30, 2012; and (ii) lease by and between Viasant, LLC, as tenant, and Transamerica Life Insurance Company, as landlord, dated January 27, 2011, as amended August 15, 2011, September 6, 2011 and October 6, 2011.

Property of Cook County Clerk's Office