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RECORDED AT THE REQUEST OF,
WHEN RECORDED MAIL TO AND
MAIL TAX BILL TO:

Plaza One Realty Co.
2205 E. Washington Street
Bloomington, IL 61710
Attn: Subie Kniery



Doc#: 1235213050 Fee: \$50.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/17/2012 01:31 PM Pg: 1 of 7

THIS DOCUMENT PREPARED BY:

John J. Lipic
Bryan Cave LLP
161 N. Clark St., Suite 4300
Chicago, IL 60601

PERMANENT PARCEL NUMBER:

07-22-301-046-0000

VILLAGE OF SCHAUMBURG
REAL ESTATE TRANSFER TAX

21094

\$

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED (In Lieu of Foreclosure)

THIS DEED, made and entered into as of this 17 day of December, 2012, by and between 140-200 S. ROSELLE ROAD, LLC, a Delaware limited liability company having a mailing address at c/o Core and Value Advisors, 300 N. LaSalle Street, Suite 5450, Chicago, IL 60654 ("Grantor"), and PLAZA ONE REALTY CO., an Illinois corporation having a mailing address at 2205 E. Washington Street, Bloomington, IL 61710 ("Grantee").

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does by these presents GRANT, BARGAIN AND SELL unto the Grantee the following described real estate, situated in the County of Cook and the State of Illinois, more particularly described as follows:

See Exhibit A attached hereto and hereby made a part hereof (the "Property").

Subject, however, to the Mortgage and Security Agreement made by Grantor in favor of State Farm Bank, F.S.B. ("Lender") dated August 31, 2007, and recorded September 11, 2007 with the Cook County Recorder as Document No. 0725444034 (the "Mortgage") and to the other exceptions set forth on Exhibit B attached hereto and made a part hereof (collectively, the "Exceptions").

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the Grantee, and to its successors and assigns forever. The Grantor hereby covenanting that it and its successors and assigns shall WARRANT AND DEFEND the title to

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the Property unto the Grantee and to Grantee's successors and assigns forever, against the lawful claims of all persons claiming by, through or under Grantor but none other, subject to the Mortgage and the other Exceptions.

Grantor and Grantee expressly understand and agree that this is a deed in lieu of foreclosure, that Grantee is a wholly-owned subsidiary of Lender, and that:

- (i) The Mortgage and the other liens and collateral securing the indebtedness described in the Mortgage shall not be released or relinquished in any manner or respect whatsoever and shall remain in existence and in full force and effect until released by an instrument duly executed, acknowledged and recorded by the holder thereof, which release may be made by the holder thereof as, when, and if the holder thereof shall determine in the exercise of its sole discretion;
- (ii) The priority of the liens of the Mortgage and all other liens securing the indebtedness described in the Mortgage shall remain intact notwithstanding this conveyance;
- (iii) There shall be no merger of the Mortgage, or any other liens securing the indebtedness described in the Mortgage, with title to or ownership of the Property by virtue of this conveyance, and the Mortgage and such other liens shall be kept and remain separate and distinct from title to or ownership of the Property; and
- (iv) The indebtedness secured the Mortgage is not extinguished, cancelled or otherwise affected by this conveyance, and such indebtedness shall remain outstanding notwithstanding this conveyance.

[Remainder of this page intentionally left blank]

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IN WITNESS WHEREOF, the Grantor has executed this Deed as of the day and year first above written.

“GRANTOR”

140-200 S. ROSELLE ROAD, LLC,
a Delaware limited liability company

By: Core and Value Advisors, LLC,
a Delaware limited liability company,
its Manager

By: *Andrea Pauls Backman*
Name: Andrea Pauls Backman
Title: Managing Director

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

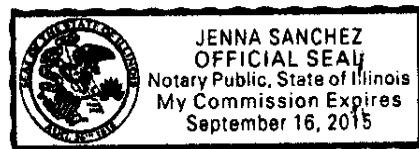
I, The undersigned, a Notary Public for said County and state, do hereby certify that Andrea Pauls Backman, personally known to me to be the Managing Director of Core and Value Advisors, LLC, a Delaware limited liability company, which is the Manager of 140-200 S. ROSELLE ROAD, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Managing Director, (s)he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act and deed of said trust, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal or stamp, this 10th day of December, 2012.

Jenna Sanchez
Notary Public

My commission expires:

9/16/2015



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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

LOT 1 IN TOWN SQUARE RESUBDIVISION, BEING A RESUBDIVISION OF LOT 2 OF TOWN SQUARE SHOPPING CENTER SUBDIVISION AND LOTS 1 AND 2 OF WILK'S SUBDIVISION, AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22 TOWNSHIP 41 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING AND BEING IN THE VILLAGE OF SCHAUMBURG, COOK COUNTY ILLINOIS

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 CONTAINED IN THE DECLARATION OF EASEMENTS AND PROTECTIVE COVENANTS FOR TOWN SQUARE SHOPPING CENTER RECORDED APRIL 25, 1996 AS DOCUMENT 96328988 AND AMENDED BY FIRST AMENDMENT RECORDED AS DOCUMENT 97377291 AND RE-RECORDED AS DOCUMENT 00551312 BY SECOND AMENDMENT RECORDED AS DOCUMENT 98630985 AND BY THIRD AMENDMENT RECORDED SEPTEMBER 21, 2005 AS DOCUMENT 0526450057.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 CONTAINED IN THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS RECORDED FEBRUARY 17, 1998 AS DOCUMENT NO. 98125948.

PIN: 07-22-301-046-0000

Address: 140-200 S. Roselle Road, Schaumburg, Illinois 60193

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EXHIBIT B

EXCEPTIONS

1. General real estate taxes for the year(s) 2012 and subsequent years.
Permanent Index Number: 07-22-301-046-0000.
2. Mortgage dated August 31, 2007 and recorded September 11, 2007 as document 0725444034, made by 140-200 S. Roselle Road, LLC, to State Farm Bank, F.S.B., to secure an indebtedness in the amount of \$14,500,000.00, and the terms and conditions thereof.
3. Assignment of Leases and Rents from 140-200 S. Roselle Road, LLC to State Farm Bank, F.S.B., a federal savings bank, dated August 31, 2007, and recorded September 11, 2007, as document number 0725444035.
4. UCC Financing Statement from 140-200 S. Roselle Road, LLC to State Farm Bank, F.S.B., a federal savings bank, recorded September 13, 2007, as document number 0725644054.
Continuation Statement recorded September 7, 2012 as document no. 1225129087.
5. Intentionally omitted.
6. Lease made by Dodi Schaumburg L.L.C., landlord, to Dominick's Finer Foods Inc., tenant, demising the land for a term of years as disclosed by memorandum of lease recorded January 26, 1998 as document 98064977 and all rights thereunder of and all acts done or suffered thereunder by said lessee and the terms and conditions contained therein.
Subordination, Non-Disturbance and Attornment Agreement between State Farm Bank, F.S.B., a federal savings bank, Lender, and Dominick's Finer Foods, Inc., Tenant, dated July 27, 2007, and recorded September 11, 2007, as document no. 0725444036.
7. Terms, provisions, easements, covenants and restrictions contained in Declaration of Easements and Protective Covenants for Town Square Shopping Center recorded May 1, 1996 as document 96328988 as amended by first amendment recorded as document 97377291 and re-recorded as document 00553312, by second amendment recorded July 21, 1998 as document 98630985, and by third amendment recorded September 21, 2005 as document 0526450057.
8. Terms and conditions contained in easement agreement between the Village of Schaumburg and Town Square Condominium Association recorded September 3, 1996 as document 96672139.
9. Grant of perpetual easement for ingress and egress over that portion of the land described on Exhibit "C" attached to said instrument recorded August 26, 1975 as document

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23199323 made by American National Bank and Trust Company of Chicago as trustee under trust 30587 to Lake-Cook Farm Supply Company, a corporation of Illinois and the terms and provisions contained therein.

10. License agreement and grant of easements recorded March 25, 1986 as document 86113878 made by First National Bank of Highland Park, as trustee under trust 2251 to Village of Schaumburg for the construction of an extended sanitary sewer, a license of five feet for access to maintain a sound attenuation wall, and a license for access to maintain a storm sewer.
Partial release recorded as document 96672140.
11. Terms and provisions contained in easement agreement granted by NBD Bank as trustee under trust 2251-HP in favor of NBD Bank as trustee under trust 3632-HP for the purpose of a nonexclusive easement for pedestrian and vehicular access and ingress and egress recorded April 21, 1995 as document 95265841 and the terms and provisions contained therein.
12. Terms, provisions, conditions and limitations of the Town Square Shopping center Redevelopment Agreement recorded November 6, 1995 as document 95759595 as amended.
13. Notice of requirements for storm water detention, as disclosed by instrument recorded February 26, 1996 as document 96144084.
14. Public utility and storm sewer easements, and easement in favor of Ameritech, Northern Illinois Gas Company, and Commonwealth Edison, 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 right of access to said equipment as created by plat recorded as document 96847770 and the terms and provisions contained therein.
15. Terms and conditions contained in Declaration of Covenants, Easements, Conditions and Restrictions made by Dodi Schaumburg L.L.C., recorded February 17, 1998 as document 98125948.
16. Intentionally omitted.
17. Rights of tenants, as tenants only, under written unrecorded leases with no rights of first refusal or options to purchase all or any portion of the land.

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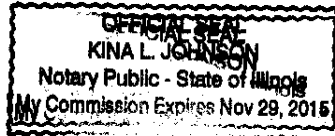
STATEMENT OF GRANTOR/GRANTEE

The grantor or his agent affirms that, to the best of his 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 12/10/12 Signature: [Signature]
Grantor or Agent

Subscribed and sworn to before me by the said agent this 12 day of Dec, 2012.

Notary Public [Signature]

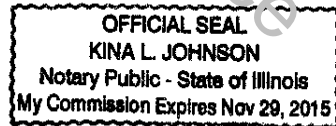


The grantee or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate 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 12/10/12 Signature: [Signature]
Grantee or Agent

Subscribed and sworn to before me by the said agent this 12 day of Dec, 2012.

Notary Public [Signature]



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 AB) to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.