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Doc#: 1235235091 Fee: \$46.00 Karen A. Yarbrough RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 12/17/2012 12:43 PM Pg: 1 of 5

NOTICE OF CONFIDENTIALITY RIGHTS—IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Clarks

THE STATE OF ILLINOIS

COUNTY OF COOK

999

TOPOPE C

COMERICA BANK, a Texas banking association, ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD AND CONVEYED and does hereby GRANT, SELL and CONVEY unto Precision McGill, LLC, ("Grantee"), certain land being rice particularly described in Exhibit A, attached hereto and incorporated herein by reference, together with all improvements, if any, located on such land and appurtenances thereto, if any (such land, improvements and appurtenances being collectively referred to as the "Property").

This conveyance is made and accepted subject to all matters (the "<u>Permitted Exceptions</u>") set forth in Exhibit B, attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances pertaining thereto, including all of Grantor's right, title and interest in and to adjacent streets, alleys and rights-of-way,

Box 400-CTCC

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unto Grantee and Grantee's successors and assigns forever, and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto the Grantee and its 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 GRANTOR HAS NOT, NOR HAS ANY OF GRANTOR'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, EMPLOYEES, LICENSEES, INVITEES, CONSULTANTS, CONTRACTORS OR REPRESENTATIVES, OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (THE "RELATED PARTIES"), MADE ANY AGREEMENTS, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR OTHERWISE, REGARDING TITLE TO THE PROPERTY (CTH):R THAN THE SPECIAL WARRANTY OF TITLE EXPRESSLY SET FORTH ABOVE)I. THE CONDITION OF THE PROPERTY, THE SOILS IN, ON AND ABOUT THE PROPERTY, THE SUITABILITY OF THE PROPERTY FOR USES AND PURPOSES CONTEMPLATED BY GRANTEE, THE ADEQUACY OR AVAILABILITY OF ANY UTILITIES OR ROADWAYS WHICH MAY SERVICE (OR MAY BE NEEDED TO SERVICE) THE PROPERTY, ZONING, BUILDING CODE VIOLATIONS, BUILDING LINES, BOUNDARIES, CONSTRUCTION/USE/OCCUPANCY RESTRICTIONS, INCLUDING VIOLATIONS OF ANY OF THE FOREGOING, AND/OR ANY OTHER FACT OR MATTER, WHETHER PERTAINING TO THE PROPERTY OR OTHERWISE, INC. UDING, WITHOUT LIMITATION, THE ENVIRONMENTAL CONDITION OF THE PROPERTY. GRANTEE HAS HAD THE OPPORTUNITY TO MAKE ITS OWN INDEPENDENT INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, AND GRANTEE ACKNOWLEDGES AND AGREES THAT IT HAS REVIEWED ALL SUCH MATTERS AS GRANTEE DEEMS OR DEEMED NECESSARY OR APPROPRIATE TO REVIEW AND THAT GRANTEE IS AND SHALL BE RELYING SOLELY ON SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AND THE TITLE POLICY TO BE DELIVERED TO GRANTEE.

GRANTEE ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING ACCEPTED BY GRANTEE IN AN "AS IS, WHERE IS" CONDITION, AND THAT GRANTOR SHALL NOT BE RESPONSIBLE FOR MAKING OR CONTRIBUTING IN ANY WAY TO THE COST OF MAKING ANY CHANGES OR IMPROVEMENTS TO THE PROPERTY, REMEDYING ANY TITLE OR SURVEY MATTER OR ANY OTHER ASPECT OF OR MATTER PERTAINING TO THE PROPERTY INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL INVESTIGATION OR REMEDIATION THEREOF.

GRANTEE ASSUMES ALL RESPONSIBILITY FOR ALL LIABILITIES AND DAMAGES CAUSED BY, RELATING TO OR ARISING OUT OF ANY CONDITION OF THE PROPERTY OR ANY LIABILITY RELATING THERETO (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL INVESTIGATION AND REMEDIATION EXPENSES), WHETHER NOW EXISTING OR HEREAFTER ARISING AND WILL HOLD GRANTOR HARMLESS THEREFROM. GRANTEE'S ASSUMPTION OF THE FORECOING LIABILITIES IS AN INTEGRAL COMPONENT OF THE PURCHASE PRICE PAID BY GRANTEE FOR THE PROPERTY. GRANTEE HEREBY COVENANTS AND EXPRESSLY WAIVES ANY RIGHT OF RESCISSION AND ALL CLAIMS FOR DAMAGES BY REASON OF ANY STATEMENT, REPRESENTATION, WARRANTY, PROMISE, OR AGREEMENT MADE BY GRANTOR OR ANY RELATED PARTY TO GRANTEE. GRANTEE HEREBY FURTHER RELEASES AND DISCHARGES GRANTOR FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION, WHICH GRANTEE MAY NOW OR HEREAFTER HAVE AGAINST GRANTOR IN CONNECTION WITH, OR ARISING OUT OF THE CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR CONTRIBUTION AND ENVIRONMENTAL CLAIMS.

Standby fees, if any, and ad valorem taxes for the present year having been prorated, Grantee hereby assumes payment thereof, and subsequent assessments for that and prior years due to change in land usage,

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ownership, or both.		
EXECUTED on the date se	et forth in the acknowledgment attached hereto to be effective as of the 5 the 0.02 .	day
·		
COMERICA BANK	STATE OF HLINOIS & REAL ESTATE	
By: New Kolome	TRANSFER TAX	
Statt K. Emery	TRANSFER TAX 00430,00	
Title: Vice President	REAL ESTATE TRANSFER TAX DEPARTMENT OF REVENUE FP 103024	
AGREED TO AND ACCEPT	ED BY GRANTEE: Precision McGill, LLC	
Ву:		
Printed Name:	Ox	
Title:	REAL ESTATE TRANSFER TAX PER LESTATE TRANSFER TAX PER LESTATE TRANSFER TAX O02 15,00	
	EC7.13 B 002 15.00	
THE STATE OF TEXAS	§ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	
COUNTY OF HAPPIC	S REVENUE STAMP FP 103022	
COUNTY OF HARRIS	3	
This instrument was acknowledged before me on <u>November 29</u> by Scott K. Emery, a Vice President of COMERICA BANK, a Texas banking association, on behalf or said corporation.		
	MICHELLE G FRANKLIN Notary Public, State of Texase NOTARY PUBLIC, State of Texas NOTARY PUBLIC, State of Texas	
THE STATE OF		
COUNTY OF		
This is strong and	. a along a substance of the force on the substance of th	the
	acknowledged before me on by, by, on behalf of said	uie
VILLAGE OF SCHAUMBURG REAL ESTATE TRANSFER TAX		
20999 ,430	NOTARY PUBLIC, State of	
-2000 1 1 1 DO:		

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EXHIBIT A

Property Description

PARCEL 1:

LOT 28 IN BLOCK 2 IN CENTEX SCHAUMBURG INDUSTRIAL PARK UNIT 32, BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED AS DOCUMENT LR2612466 IN COOK COUNTY ILLINOIS

PARCEL 2:

LOT 12 IN BLOCK 2 IN CENTEX SCHAUMBURG INDUSTRIAL PARK UNIT 1, BEING A SUBDIVISION IN THE NORTY, 1/2 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THIRD PRINCIPAL M'ERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON MAY 6, 1970 AS DOCUMENT LR2501940, IN COOK COUNTY, ILLINOIS

TAX H'S: 07-33-201-015 638-642 Lunt Ave. 07-33-201-066 Schaumburg, IL C/O/A/S O/FICO

Prepared by and mail to:
Dennis J. McNicholas
475 S. Main St.
Suite 100
Lombard, IL 60148

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EXHIBIT B

PERMITTED EXCEPTIONS

- 1. Rights of parties in possession;
- 2. Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records as of the date hereof; and the consequences of any law, ordinance or governmental regulation including, but not limited to, building and zoning ordinances.
- 3. Defects, liens, encumbrances, adverse claims or other matters. 1) not known to the Grantor and not shown by the public records but known to the Grantee as of the date hereof and not disclosed in writing by the Grantee to the Grantor prior to the date hereof; 2) resulting in no loss or damage to the Grantee; or 3) attaching or created subsequent to the date hereof.
- 4. Visible and apparent easements and all underground easements, the existence of which may arise by unrecorded grant or by use.
- 5. Any and all unrecorded leases or rental agreements;
- 6. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or protrusions or any overlapping of improvements.
- 7. Taxes for the present year and subsequent years not yet due and payable;
- 8. Homestead or community property or survivorship rights, if any, of any spouse of grantee.
- 9. Any title or rights asserted by anyone, including, but not limited to, persons, corporations, governments or other entities to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or to any land extending from the line of mean low tide to the line of vegetation, or to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or to filled-in lands, or artificial islands, or to riparian rights or other statutory water rights, or the rights or interests of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or the right of access thereto, or right of easement along and across the same.
- 10. All other matters disclosed by the Title Commitment that are not remedied by Seller.