

Store No. 2674

UNOFFICIAL COPY



This instrument prepared by:
Belinda Senneway, as Agent for
JIFFY LUBE INTERNATIONAL, INC.
910 Louisiana Street, Office 1173
Houston, TX 77002

Doc#: 1309510050 Fee: \$60.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/05/2013 03:12 PM Pg: 1 of 12

When recorded, return Deed to:
First American Title Insurance Company
National Commercial Services
24 Greenway Plaza, Suite 850
Houston, Texas 77046
Attn: Jan Ruiz

First American Title Order # 1309510050

SPECIAL WARRANTY DEED

STATE OF ILLINOIS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COOK

That JIFFY LUBE INTERNATIONAL, INC. ("Grantor"), a Delaware corporation and successor by merger to Q Lube, Inc., for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration paid by SSAL, LLC ("Grantee"), an Illinois limited liability company whose address is 242 Willow Street, Inverness, Illinois 60010, Attn: Admir Duratovic, the receipt and sufficiency of which are hereby acknowledged and confessed, have GRANTED, BARGAINED, and CONVEYED and by these presents do GRANT, BARGAIN, and CONVEY unto Grantee the tract of land ("Land") situated in Cook County, Illinois and described on Exhibit A attached hereto, together with any and all improvements owned by Grantor that are situated thereon and attached thereto and all other rights and appurtenances appertaining or otherwise relating to the Land (herein collectively called the "Premises").

This Special Warranty Deed is executed by Grantor and accepted by Grantee subject to the validly existing and enforceable rights, interests and estates, if any do in fact exist, and only to the extent that the same do in fact exist, of third parties in connection with all liens, claims, restrictions, covenants, easements, mineral interests, leases and other matters that affect all or any portion of the Premises (herein collectively called the "Encumbrances"). The Encumbrances include, without limitation, the following:

- (a) local and/or municipal zoning regulations, ordinances, building restrictions and regulations, and any violations thereof;
- (b) all assessments, costs and charges for any and all municipal improvements affecting or benefiting the Premises;
- (c) any liens for real property taxes or assessments for the current year, and any liens for special assessments that, as of the date hereof, are not due and payable;

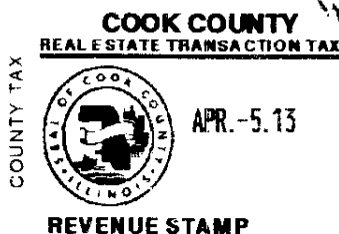
Real Estate
Transfer
Stamp
\$5,250.00



City of Chicago
Dept. of Finance
640699

4/5/2013 14:37

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REAL ESTATE TRANSFER TAX
0025000
FP 103042

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Store No. 2674

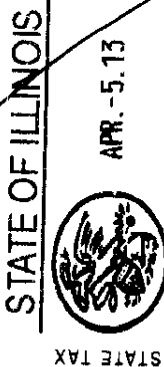
- (d) encroachments, protrusions, easements, changes in street lines, rights-of-way and other matters that would be revealed by a current, on-the-ground survey and inspection of the Premises;
- (e) covenants, conditions, restrictions, easements, leases, agreements, rights-of-way, encumbrances, mineral reservations and other matters of record, affecting or benefiting the Premises; and
- (f) all matters set forth in that certain No Further Remediation Letter (the "**NFR Letter**") dated December 24, 2012 from the Illinois Environmental Protection Agency (the "**Department**") and recorded in Document No. 1301444049 in the Official Public Records of Cook County, Illinois.

Grantee acknowledges that Grantor is a franchisor of quick lube and automotive maintenance service businesses, that the covenants agreed to by Grantee in this paragraph (collectively, the "**Covenants**") are necessary to preserve and protect the proprietary rights, business relationships and goodwill of Grantor as a going concern, and that the Covenants are not nominal or without actual or substantial benefit to Grantor. Thus, to accord to Grantor the full value of its sale of the Premises, Grantee covenants and agrees as follows:

- The Premises shall not be used, for a period of ten (10) years after the date hereof, for the operation of an automotive service center that derives a majority (more than fifty percent (50%)) of its sales from quick lube services; provided, however, this covenant shall not prohibit the operation of any other automotive maintenance service business at the Premises.
- For a period of ten (10) years after the date hereof, so long as the Premises are operated as an automotive maintenance service business, (x) the Premises shall not be operated under any business name (including any trade name or d/b/a) containing the words "oil," "grease," "lube," any derivation of the foregoing or any other name denoting that quick lube services are provided at the Premises (collectively, a "**Prohibited Name**"), and (y) the Premises shall display no signage containing a Prohibited Name.
- The Premises shall not be used, directly or indirectly, at any time for (a) the operation of any school for minor children, childcare center, day care center, or similar operation or (b) permanent or temporary residential purposes.
- No groundwater shall be taken for any use from the Premises and that Grantee shall not construct or install any well or other tank, pump or related equipment for the use or storage of potable water at or from the Premises.
- Grantee shall condition any future sale, assignment or other transfer of the Premises by Grantee on the written agreement from such subsequent purchaser, assignee or transferee (each, a "**Subsequent Purchaser**"), which agreement shall be set forth in any deed or other instrument of conveyance to such Subsequent Purchaser, that such Subsequent Purchaser (i) shall abide by the terms of the Covenants and (ii) shall

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likewise condition any future sale, assignment or other transfer of the Premises on a similar written agreement from its purchaser, assignee or transferee.

The Covenants (as well as this entire paragraph) shall run with the Land. Grantee agrees that the Covenants are reasonable, that valid consideration has been received therefor and that the Covenants are the result of arm's-length negotiations. Grantee further acknowledges that the remedy at law for the breach of the Covenants will be inadequate and that, in addition to any other remedy that Grantor may have, Grantor will be entitled to an injunction restraining any such breach or threatened breach without any bond or other security being required. Such right to injunctive relief shall be cumulative and in addition to any other remedies that Grantor may have at law or in equity. If any court construes any provision of the Covenants to be unenforceable because of its duration or scope, the court shall have the power to reduce its duration and scope to the extent necessary so that the provision is enforceable, and such provision, as reduced, shall then be enforceable. The Covenants (as well as this entire paragraph) are enforceable by Grantor (or its successors or assigns) and may not be modified unless in a recordable instrument executed and acknowledged by both Grantor (or its successors and assigns) and the then current owner of the Premises.

TO HAVE AND TO HOLD the Premises unto Grantee and its heirs, legal representatives, successors and assigns forever; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Premises, subject to the Encumbrances and to the Covenants contained herein, unto Grantee and its heirs, legal representatives, 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.

GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES RELATING TO HAZARDOUS SUBSTANCES THAT MAY BE SITUATED ON THE PREMISES. FOR PURPOSES OF THIS SPECIAL WARRANTY DEED, "HAZARDOUS SUBSTANCES" SHALL BE DEFINED TO MEAN ALL MATERIALS SUBJECT TO REGULATION AS A HAZARDOUS SUBSTANCE, HAZARDOUS WASTE OR OTHER SUBSTANCE (SUCH AS PETROLEUM HYDROCARBONS), THE PRESENCE OF WHICH MAY REQUIRE REMEDIATION UNDER THE CLEAN AIR ACT (42 U.S.C. §§ 7401 ET SEQ.), CLEAN WATER ACT (33 U.S.C. §§ 1251 ET SEQ.), COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (COMMONLY KNOWN AS "SUPERFUND" OR "CERCLA") (42 U.S.C. §§ 9601 ET SEQ.), THE RESOURCE CONSERVATION AND RECOVERY ACT (COMMONLY KNOWN AS THE SOLID WASTE DISPOSAL ACT OR "RCRA") (42 U.S.C. §§ 6901 ET SEQ.), THE HAZARDOUS MATERIALS TRANSPORTATION ACT (49 U.S.C. §§ 1801 ET SEQ.), THE EMERGENCY PLANNING AND COMMUNITY RIGHT-TO-KNOW ACT (42 U.S.C. §§ 11001 ET SEQ.), THE TOXIC SUBSTANCES CONTROL ACT (15 U.S.C. §§ 2601 ET SEQ.), ANY COMPARABLE STATE OR LOCAL LAW, AND ANY OTHER APPLICABLE FEDERAL OR STATE OR LOCAL LAWS NOW IN FORCE RELATING TO HAZARDOUS SUBSTANCES, HAZARDOUS WASTES OR OTHER REGULATED SUBSTANCES, IN EACH CASE AS AMENDED TO DATE (COLLECTIVELY, "ENVIRONMENTAL LAWS"). "HAZARDOUS SUBSTANCES" FURTHER INCLUDES, BUT IS NOT LIMITED TO, ASBESTOS,

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POLYCHLORINATED BIPHENYLS (SOMETIMES CALLED "PCB'S"), LEAD-BASED PAINTS, ANY PETROLEUM PRODUCTS, INCLUDING CRUDE OIL OR ANY FRACTION OF IT, AND ANY NATURAL GAS, NATURAL GAS LIQUIDS, SYNTHETIC GAS, AND LIQUEFIED NATURAL GAS, UNDERGROUND STORAGE TANKS (EXCEPT SEPTIC TANKS), WHETHER EMPTY, FILLED OR PARTIALLY FILLED WITH ANY SUBSTANCE, AND ANY SUBSTANCE WHICH BY ANY FEDERAL, STATE, COUNTY, MUNICIPAL OR OTHER LOCAL GOVERNMENTAL STATUTES, REGULATIONS, ORDINANCES OR RESOLUTIONS REQUIRE SPECIAL HANDLING OR NOTIFICATION IN ITS COLLECTION, STORAGE, TREATMENT OR DISPOSAL.

GRANTEE UNDERSTANDS AND AGREES THAT THE PREMISES (INCLUDING ANY LAND, BUILDINGS, FIXTURES AND IMPROVEMENTS) ARE BEING SOLD AND CONVEYED "AS IS," "WHERE IS," "WITH ALL FAULTS" THAT MAY EXIST AS OF THE DATE HEREOF, AND WITH ANY AND ALL LATENT AND PATENT DEFECTS, WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY BY GRANTOR OR ITS AFFILIATES (EXCEPT AS EXPRESSLY PROVIDED HEREIN); AND GRANTEE IS HEREBY WAIVING ANY IMPLIED COVENANTS. GRANTOR SPECIFICALLY DISCLAIMS ANY WARRANTIES, WHETHER WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF HABITABILITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER WARRANTIES WHICH MIGHT OTHERWISE BE IMPLIED. EXCEPT AS EXPRESSLY STATED HEREIN, GRANTOR (AND/OR ITS AFFILIATES) HAS NOT MADE AND DOES NOT HEREBY MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES, THEIR CONDITION, THEIR COMPLIANCE WITH ENVIRONMENTAL LAWS OR OTHER LAWS, INCOME TO BE DERIVED THEREFROM OR EXPENSES TO BE INCURRED WITH RESPECT THERETO, THE OBLIGATIONS, RESPONSIBILITIES OR LIABILITIES OF THE OWNER THEREOF AS TO PROPERTY OWNED BY GRANTOR OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PREMISES, AND GRANTOR AND ITS AFFILIATES HEREBY DISCLAIM AND RENOUNCE ANY OTHER REPRESENTATION OR WARRANTY.

GRANTEE ACKNOWLEDGES AND AGREES THAT THE PREMISES ARE SUBJECT TO THE TERMS OF THE "NFR LETTER" AS REQUIRED BY THE DEPARTMENT. GRANTEE COVENANTS AND AGREES TO COMPLY WITH ALL, AND NOT TO VIOLATE ANY, OF THE CONDITIONS OF THE NFR LETTER AND TO BE BOUND BY THE TERMS, CONDITIONS AND REQUIREMENTS OF THE NFR LETTER, INCLUDING, WITHOUT LIMITATION, ALLOWING THE DEPARTMENT TO ACCESS THE PROPERTY AND FILING ALL NOTICES, CERTIFICATIONS AND OTHER DOCUMENTATION REQUIRED UNDER THE NFR LETTER.

GRANTEE HEREBY GRANTS TO GRANTOR CONTINUING ACCESS TO THE PREMISES AS NECESSARY FOR GRANTOR TO CONDUCT SUCH ACTIVITIES AS GRANTOR DEEMS REASONABLY NECESSARY FOR GRANTOR TO CARRY OUT THE DUTIES (IF ANY) SPECIFICALLY IMPOSED ON GRANTOR

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UNDER THE NFR LETTER ("*REQUIRED RESPONSE ACTIVITIES*"). GRANTOR SHALL, TO THE EXTENT REASONABLY PRACTICABLE, CONDUCT THE REQUIRED RESPONSE ACTIVITIES IN A MANNER THAT DOES NOT UNREASONABLY INTERFERE WITH GRANTEE'S ACTIVITIES ON THE PREMISES. GRANTOR SHALL PROMPTLY ADVISE GRANTEE OF THE NEED FOR ANY REQUIRED RESPONSE ACTIVITIES; AND, EXCEPT IN THE CASE OF AN EMERGENCY, GRANTOR SHALL ACCESS THE PREMISES ONLY AFTER REASONABLE NOTICE TO GRANTEE AND ONLY AT TIMES REASONABLY ACCEPTABLE TO GRANTEE. GRANTOR SHALL HAVE ACCESS TO ALL AREAS OF THE PREMISES REASONABLY NECESSARY TO ALLOW GRANTOR TO CONDUCT AND COMPLETE THE REQUIRED RESPONSE ACTIVITIES IN AN EFFICIENT, COST-EFFECTIVE AND TIMELY MANNER. GRANTEE SHALL HAVE A DUTY TO COOPERATE WITH GRANTOR TO ALLOW GRANTOR TO SO COMPLETE THE REQUIRED RESPONSE ACTIVITIES.

[Signature Page Follows]

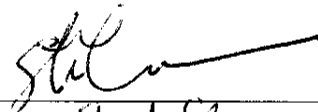
Property of Cook County Clerk's Office

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Store No. 2674

EXECUTED as of the 26 day of March, 2013.

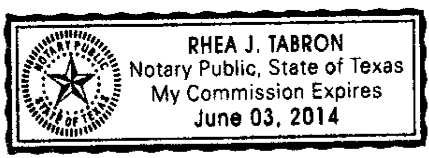
JIFFY LUBE INTERNATIONAL, INC.,
a Delaware corporation


By: 
Name: Stuart Crum
Title: President

"GRANTOR"

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 26th day of March, 2013, by Stuart Crum, President of **JIFFY LUBE INTERNATIONAL, INC.**, a Delaware corporation, on behalf of said corporation.




Notary Public in and for
The State of Texas

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AGREED AND ACCEPTED:

SSAL, LLC,
an Illinois limited liability company

By: Admir Duratovic
Admir Duratovic, Manager

By: Damir Mahic
Damir Mahic, Manager

STATE OF ILLINOIS §

COUNTY OF Cook §

This instrument was acknowledged before me on the 14th day of April, 2013, by Admir Duratovic, Manager of **SSAL, LLC**, an Illinois limited liability company, on behalf of said limited liability company.

Kina L. Johnson
Notary Public in and for
The State of Illinois

OFFICIAL SEAL
KINA L. JOHNSON
Notary Public - State of Illinois
My Commission Expires Nov 29, 2015

STATE OF ILLINOIS §

COUNTY OF Cook §

This instrument was acknowledged before me on the 14th day of April, 2013, by Damir Mahic, Manager of **SSAL, LLC**, an Illinois limited liability company, on behalf of said limited liability company.

Kina L. Johnson
Notary Public in and for
The State of Illinois

OFFICIAL SEAL
KINA L. JOHNSON
Notary Public - State of Illinois
My Commission Expires Nov 29, 2015

Send subsequent tax bills to:
SSAL, LLC
242 Willow Street
Inverness, Illinois 60010
Attn: Admir Duratovic

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UNOFFICIAL COPY**EXHIBIT A****Land**

Lots 18, 19, 20 and 21 (except that part of Lots 20 and 21 described as follows:

Beginning at a point on the Northerly line of West Irving Park Road, said point being North 89°37' West 102.22 feet from the intersection of the Northerly line of West Irving Park Road and the Westerly line of North Mango Avenue; thence from said beginning point continuing along the northerly line of West Irving Park Road North 89°37' 6 feet to a point in the West line of said Lot 21; thence along said West line due North 125.03 feet to a point on the Southerly line of a 16-foot wide alley; thence along said alley line South 89°36'40" East 27 feet to a point; thence due South along lands of the Grantor 62 feet to a point; thence South 45°09'01" West along lands of the Grantor 29.63 feet to a point; thence due South along lands of the Grantor 42 feet to the Northerly line of West Irving Park Road to the point and place of beginning), all in Block 5 and 6, also vacated Blocks 1, 2, 3 and 4 and vacated street in John Souebry's subdivision of the South 30 acres of the East half of the Southeast quarter of Section 17, Township 40 North, Range 13 East of the Third Principal Meridian (except the South 17 feet of Block 5 and 6), in Cook County, Illinois.

Also known as: 5738 West Irving Park Road, Chicago, Illinois

Permanent Real Estate Tax Number: 13-17-425-034-0000

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EXHIBIT B

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"Q LUBE, INC.", A DELAWARE CORPORATION,

WITH AND INTO "JIFFY LUBE INTERNATIONAL, INC." UNDER THE NAME OF "JIFFY LUBE INTERNATIONAL, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FIFTH DAY OF JANUARY, A.D. 2008, AT 12:21 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTY-FIRST DAY OF JANUARY, A.D. 2008.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



2121976 8100M

080083388

You may verify this certificate online
at corp.delaware.gov/authver.shtml

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6337700

DATE: 01-25-08

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State of Delaware
Secretary of State
Division of Corporations
Delivered 12:37 PM 01/25/2008
FILED 12:21 PM 01/25/2008
SRV 080083388 - 2121976 FILE

**CERTIFICATE OF OWNERSHIP AND MERGER
MERCING
Q LUBE, INC.
INTO
JIFFY LUBE INTERNATIONAL, INC.**

Pursuant to Section 253 of the General Corporation Law of the State of Delaware, Jiffy Lube International, Inc., a Delaware corporation (the "Company"), does hereby certify:

FIRST: That the Company is incorporated pursuant to the General Corporation Law of the State of Delaware.

SECOND: That the Company owns all of the outstanding shares of each class of capital stock of Q Lube, Inc., a Delaware corporation.

THIRD: That the Company, by the following resolutions of its Board of Directors duly adopted at a meeting of the Board of Directors held on October 22, 2007, has determined to merge into itself the above-referenced subsidiary on the conditions set forth in such resolutions:

Merger of Q Lube, Inc.

RESOLVED, that the Company merge into itself its subsidiary, Q Lube, Inc., a Delaware corporation ("Qlube"), and assume all of the rights, privileges, estate, assets, property, powers, franchises, and obligations of Qlube which shall be vested in, held, and enjoyed by the Company as fully and entirely and without change or diminution as the same were before held and enjoyed by Qlube in its name; and

FURTHER RESOLVED, that the President, any Vice President, the Secretary, or any Assistant Secretary of the Company be and they hereby are authorized and directed to make and execute a Certificate of Ownership and Merger setting forth a copy of these resolutions, and the date of adoption thereof, and to cause the same to be filed with the Secretary of State of the State Delaware and a certified copy in the office of the Recorder of Deeds of New Castle County, Delaware; and

FURTHER RESOLVED, that the merger shall become effective upon filing;
and

FURTHER RESOLVED, that the officers of the Company be and they hereby are authorized and directed to do all acts and things whatsoever, whether within or without the State of Delaware, which may be necessary or proper to effect said merger.

FOURTH: That the foregoing resolutions of merger may be terminated and abandoned by the Board of Directors of the Company at any time prior to the date of filing of the foregoing resolutions of merger with the Secretary of State of Delaware.

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FIFTH: That the merger shall be effective on January 31, 2008.

IN WITNESS WHEREOF, the Company has caused this Certificate to be executed in its corporate name by the officer set forth below on January 23, 2008.

JIFFY LUBE INTERNATIONAL, INC.

BY: *Lynn S. Borgmeier*
Lynn S. Borgmeier
Secretary

Property of Cook County Clerk's Office

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PLAT ACT AFFIDAVIT

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

Jiffy Lube International, Inc. being duly sworn on oath, states that he resides at 700 Miami Street, Houston, Texas 77002 That the attached deed is not in violation of Section 1 of the Plat Act (765 ILCS 205/1) for one of the following reasons:

Section A. Said deed is not applicable as the grantors own no adjoining property to the premises described in said deed.

OR

Section B. The conveyance falls within one of the following exemptions set forth in the Act at paragraph (a) of 1:

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. 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;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configurations of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

CIRCLE LETTER OR NUMBER 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.

[Signature]
Justin Jones, Real Estate Manager
Jiffy Lube International, Inc.

SUBSCRIBED AND SWORN to before me
This 4th day of April, 2013

[Signature]
NOTARY PUBLIC

