

# UNOFFICIAL COPY

A110.52013 1/2



NO. OF DOLTON  
142nd DANTE AVE  
4-12-13  
50-  
WTS  
No 18082  
TVE  
10-12-13  
Att  
RECORDED

Doc#: 1331045014 Fee: \$46.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/06/2013 09:42 AM Pg: 1 of 5

**DRAFTED BY** [Redacted]  
Attorney Rachel Chipman, Land Management  
American Tower Corporation  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management  
ATC Site No. 304069  
Site Name: North Dolton  
TAX PARCEL ID NUMBER(S): 29 02-404-060-0000

**Return Address:**  
Old Republic Commercial Due Diligence Services  
Preston Park Financial Center East  
4965 Preston Park Blvd, Suite 620  
Plano, TX 75093-3629

(Recorder's Use Above this Line)

124241-R

STATE OF ILLINOIS  
COUNTY OF COOK

## GENERAL WARRANTY DEED & ASSIGNMENT OF LEASE

THIS INDENTURE, made as of the 8th day of February, 2013, between Mark A. Snedden (hereinafter referred to as "GRANTOR"), and American Tower Asset Sub II, LLC, a Delaware limited liability company, its successors and assigns (hereinafter referred to as "GRANTEE").

WHEREAS, Grantor currently leases the Land (as defined below), or a portion thereof, to SBC Tower Holdings, LLC, a Delaware limited liability company, pursuant to the terms of that certain Site Agreement No. 457 dated August 5, 1996 between Chicago Investment Co., a General Partnership organized and existing under the laws of the State of Michigan, as lessor, and Southwestern Bell Mobile Systems, Inc. d/b/a Cellular One - Chicago, a Delaware and Virginia corporation predecessor to SBC Tower Holdings, LLC as lessee (as the same may have been amended from time to time, the "Lease"); and

Property Address  
142nd St. & Dante Ave  
Dolton, IL 60419

ATC # 304069 North Dolton

S 4  
P 15  
S \_\_\_\_\_  
M \_\_\_\_\_  
SC \_\_\_\_\_  
E \_\_\_\_\_  
INT \_\_\_\_\_

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WHEAREAS, in addition to the conveyance of the Land herein, Sellor desires to assign to Grantee all of its right, title and interest under the Lease, and Grantee desires to assume such right, title and interest under the Lease.

## WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said GRANTEE, all that tract or parcel of land lying and being in Land Lots 47 and 48 of Cook County, Illinois, and being more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Land").

TO HAVE AND TO HOLD, the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said GRANTEE forever in Fee Simple; subject to the matters (hereinafter referred to as "Permitted Exceptions") set forth on Exhibit "B" attached hereto and by this reference incorporated herein.

AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described property unto the said GRANTEE against the claims of all persons, except for claims arising under or by virtue of the Permitted Exceptions.

Effective as of the day and year first written above, Grantor hereby assigns, transfer, and sets over unto Grantee all of the right, title and interest of Grantor in, to and under the Lease. Grantee hereby assumes and accepts the foregoing assignment and assumes and agrees to keep, observe and perform all of the terms, covenants, agreements, conditions and obligations of the Lease on the part of the Grantor to be kept, observed and performed with the same force and effect as if the Grantee instead of Grantor had originally signed the Lease. Grantor hereby acknowledges that there currently exists no default under the Lease, and no conditions exist that, with the passage of time, would constitute defaults under the Lease. Grantor hereby agrees to indemnify and agrees to hold Grantee and its affiliates, subsidiaries, related corporations, related partnerships, officers, directors, employees and agents harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) arising out of or related to the Lease which relate to any period prior to the date of this assignment.

IN WITNESS WHEREOF, the GRANTOR has signed and sealed this Warranty Deed, the day and year first above written.

**[Signatures Appear on Following Page]**

ATC # 304069 North Dolton

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

WITNESSES:



Print Name: Scott Evett



Print Name: Neil Weir

GRANTOR:

Mark A. Snedden



(Seal)

Print Name: Mark A. Snedden

Date: 2/8/2013

State of Illinois

County of Cook

This instrument was acknowledged before me by Mark A. Snedden personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.


WITNESS my hand and official seal, this 8th day of February, 2013.

  
Notary Public  
My Commission Expires: 7/21/2014


NOTARY SEAL

OFFICIAL SEAL  
JENNA SNEDDEN  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES 07/21/14

[Signatures Continued on Following Page]

STATE TAX  
  
STATE OF ILLINOIS  
NOV.-6.13  
REAL ESTATE TRANSFER TAX  
DEPARTMENT OF REVENUE

# 0000017179  
REAL ESTATE TRANSFER TAX  
0019800  
FP 103037

COUNTY TAX  
  
COOK COUNTY  
REAL ESTATE TRANSACTION TAX  
NOV.-5.13  
REVENUE STAMP

# 0000017028  
REAL ESTATE TRANSFER TAX  
0009900  
FP 103042

ATC # 304069 North Dolton

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### Grantee's Joinder

Grantee hereby joins in the execution of this Warranty Deed for the sole purpose of agreeing to accept the assignment of Grantor's interest in the Lease, as set forth hereinabove. Other than the foregoing, Grantee makes no representations or warranties with respect to the contents of this Warranty Deed.

**GRANTEE:**  
**American Tower Asset Sub II, LLC,**  
**a Delaware limited liability company**

**WITNESSES:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
2-21-13

Signature: \_\_\_\_\_  
Print Name: Renee Byrd  
Signature: \_\_\_\_\_  
Print Name: Ryan C. Atkinson

### **Acknowledgement**

STATE OF MA

COUNTY OF Middlesex

)  
) ss.  
)

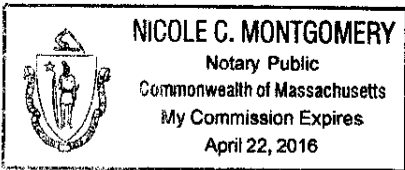
On 2/21/13 before me, Nicole C. Montgomery, personally  
(here insert name and title of the officer)  
Appeared Richard Ross, personally known to me (or proved to me on  
Name(s) of Document Signer(s)

the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which they person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Nicole C. Montgomery  
Notary Public  
My Commission Expires: 4/22/2016

{Seal}



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## Exhibit A

(to Warranty Deed)

## Legal Description

THAT PART OF LOTS 48 AND 47 IN BLOCK 4 IN JOSEPH G. RITCHIE'S SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 21, 1884 AS DOCUMENT NO. 555314, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 48; THENCE NORTH 89 DEGREES 59 MINUTES 13 SECONDS EAST, BEING AN ASSUMED BEARING ON THE NORTH LINE OF SAID LOT 48, SAID LINE ALSO BEING THE SOUTH LINE OF 142ND STREET, A DISTANCE OF 50.0 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 54 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID LOTS 48 AND 47, A DISTANCE OF 50.0 FEET TO THE SOUTH LINE OF SAID LOT 47; THENCE SOUTH 09 DEGREES 59 MINUTES 13 SECONDS WEST, ON THE SOUTH LINE OF SAID LOT 47, A DISTANCE OF 50.0 FEET TO THE SOUTHWEST CORNER OF SAID LOT 47; THENCE NORTH 03 DEGREES 38 MINUTES 54 SECONDS EAST, ON THE WEST LINE OF SAID LOTS 47 AND 48, A DISTANCE OF 50.0 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.