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Doc#: 1614401045 Fee: \$52.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/23/2016 12:34 PM Pg: 1 of 8

Prepared by

Daniel K. Gentile, Esq.
Pope & Gentile, APC
15431 Anacapa Road, Suite H
Victorville, Ca 92392

Return to:

Jodi L. Henninger
Huck Bouma PC
1755 S. Naperville Rd, Ste. 200
Wheaton, IL 60189

Tax statements should be sent to:

JB Streamwood Investors, LLC
45W619 Wheeler Rd
Sugar Grove, IL 60554
Attn: John Hintzsche

SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION, as of April 19, 2016, Sherington Streamwood, LLC, an Illinois limited liability company ("Grantor"), whose address is P.O. Box 4901, West Hills, CA. 91308, hereby sells and conveys to JB Streamwood Investors, LLC, an Illinois limited liability company, ("Grantee"), whose address is 45W619 Wheeler Rd, Sugar Grove, IL 60554, that certain real property located in Streamwood, Illinois, which is legally described in Exhibit A attached hereto and made a part hereof (the "Property"), to have and to hold the Property, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto Grantee, and unto its successors and assigns forever; said Grantor hereby covenanting that the said Property is free and clear from any encumbrance done or suffered by Grantor, except for the encumbrances set forth in Exhibit B attached hereto and made a part hereof, and that it will warrant and defend the title to said Property unto said Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under Grantor but none other, except for the encumbrances set forth in Exhibit B.

[Signature page follows.]

S - Y
P - 8
S - N
SC - Y
INT - 10

BOX 333-CP

1502565051

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In witness whereof, Grantor has caused its name to be signed to these presents the day and year first above written.

REAL ESTATE TRANSFER TAX

21-Apr-2016



COUNTY:	2,075.00
ILLINOIS:	4,150.00
TOTAL:	6,225.00

06-28-201-182-0000 | 20160401694823 | 1-110-761-792

GRANTOR:

SHERINGTON STREAMWOOD, LLC,
an Illinois limited liability company

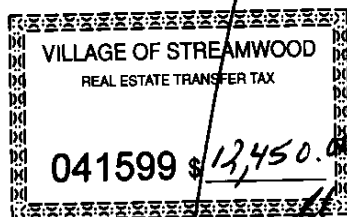
By: [Signature]Its: MANAGER.

STATE OF CALIFORNIA)
) SS.
 COUNTY OF LOS ANGELES)

On this 19 day of April, 2016, before me appeared _____, the
 _____ of Sherington Streamwood, LLC, an Illinois limited liability company, to
 me personally known, who, being by me duly sworn did say that the foregoing instrument was signed and
 sealed by him/her on behalf of Sherington Streamwood, LLC, and he/she acknowledged said instrument to be
 the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and
 year first set forth above.

My term expires:

SEE ATTACHED ACKNOWLEDGMENT

Printed Name: _____
 Notary Public in and for said State
 Commission expires: _____

*Notary - please affix seal in area
 designated above*

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

On Apr 19, 2016 before me, Leslie G. Frankel, Notary Public

~~Date~~

Here Insert Name and Title of the Officer

personally appeared

Name(s) of Signer(s)

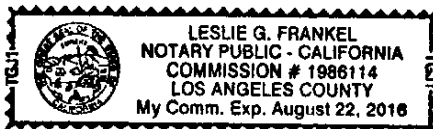
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Special Warrant Seed Document Date: Apr 19, 2016

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ **Corporate Officer — Title(s):** _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

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Exhibit A

Legal Description

PARCEL 1:

LOTS 1 AND 2 IN THE FINAL PLAT OF WILLOW POND MARKETPLACE SUBDIVISION PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION OF EASEMENTS AND COVENANTS RECORDED OCTOBER 3, 1989 AS DOCUMENT 89467463, FOR THE PURPOSE OF CONSTRUCTING A CURB CUT AND FOR INGRESS AND EGRESS TO AND FROM THE PRIVATE ROAD KNOWN AS GULF KEYS ROAD, IN, OVER UNDER ACROSS, ALONG, THROUGH AND UPON A PORTION OF GULF KEYS ROAD INDICATED BY THE CROSS-HATCHINGS ON THE PLAN ATTACHED AS "EXHIBIT C" AND "EXHIBIT D" TO SAID DOCUMENT, AND SHOWN ON THE SURVEY PREPARED BY COMPASS LAND SURVEYING AND MAPPING DATED JANUARY 21, 2004 PROJECT NO. 8811-03 AND LAST REVISED FEBRUARY 23, 2004 AND ALSO SHOWN ON THE SITE PLAN PREPARED BY COMPASS CONSULTING GROUP, LTD. DATED JULY 18, 2003 PROJECT NO. 03-035.

PIN: 06-28-201-182-0000; 06-28-201-183-0000; 06-28-205-030-0000

Commonly Known As: ¹¹⁹⁹~~1040-1060~~ Sutton Road, Streamwood, IL 60107

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Exhibit B

Permitted Encumbrances

1. Liens for real estate taxes for the year 2013^{2nd Installment} which are not yet due and payable; and
2. The following items appearing on Schedule B of that certain Commitment for Title Insurance issued by Chicago Title Insurance Company, order number 15025650WF:

7. Mortgage, assignment of leases and rents and security agreement dated as of October 24, 2013 and recorded October 25, 2013 as document 1329819003 made by Sherington Streamwood, LLC, an Illinois Limited Liability Company to the Bancorp Bank, a Delaware State Chartered Bank to secure a note for \$2,400,000.00.

Assigned to US Bank National Association, as Trustee of the registered Holders of Citigroup Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2013-GC17 by instrument recorded as document no. 1402757088

Note: As affected by that certain Note and Mortgage Assumption Agreement dated 4-21-16 and recorded 5-23-16 as document 1614401047 made by and among U.S. Bank National Association, as trustee, of the registered Holders of Citigroup Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2013-GC17, as Lender, Sherington Streamwood, LLC, as Original Borrower, JB Streamwood Investors, LLC, as New Borrower, with Joinders by Azam Sher, as Original Indemnitor and K. John Hintzsche and Bradley J. Scott, as New Indemnitor.

8. Assignment of Leases and Rents recorded October 25, 2013 as Document No. 1329819004 made by Sherington Streamwood, LLC to the Bancorp Bank. Assigned to US Bank National Association, as Trustee of the registered Holders of Citigroup Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2013-GC17 by instrument recorded as document no. 1402757089.

Note: As affected by that certain Note and Mortgage Assumption Agreement dated 4-21-16 and recorded 5-23-16 as document 1614401047 made by and among U.S. Bank National Association, as trustee, of the registered Holders of Citigroup Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2013-GC17, as Lender, Sherington Streamwood, LLC, as Original Borrower, JB Streamwood Investors, LLC, as New Borrower, with Joinders by Azam Sher, as Original Indemnitor and K. John Hintzsche and Bradley J. Scott, as New Indemnitor.

9. Security interest of the Bancorp Bank, Secured Party, in certain described chattels on the Land, as disclosed by financing statement naming Sherington Streamwood LLC as debtor and recorded October 25, 2013 as Document No. 1329819005.

Assigned to US Bank National Association, as Trustee of the registered Holders of Citigroup Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2013-GC17 by instrument recorded as document 1403039029

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10. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.

11. Terms, provisions, conditions and limitations, as set forth in the Declaration of Easements and Covenants dated September 22, 1989 and recorded October 3, 1989 as document 89467463, made by the First National Bank of Des Plaines, as trustee under trust number 14811481 and 17141714, and American National Bank and Trust Company of Chicago, as trustee under trust agreement dated June 26, 1989 and known as trust number 108689-09 and 108690-06, granting an easement for ingress and egress for construction, relating to golf keys, road easement, maintenance, costs, detention pond and drainage, sewers, right to relocate Northeast pond, grant of Drainage, storm and sanitary sewer, and water line easements.

(affects the Land and other property)

12. Notice of requirements for storm water detention recorded August 21, 1986 as document 86369251.

(affects the Land and other property)

13. (A) terms, provisions, and conditions relating to the easement described as parcel 2 contained in the instrument creating said easement.

(B) rights of the adjoining owner or owners to the concurrent use of said easement.

14. Nothing contained herein should be construed as insuring the exact location or dimensions of the easement described as parcel 2 of Schedule A.

15. Covenants and restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said Covenant (A) is exempt under Chapter 42, Section 3607 of the United States Code or (B) relates to handicap but does not discriminate against handicapped persons), relating to reciprocal easements, use, maintenance, common areas, utilities, construction of improvements, restrictions contained in the document recorded March 10, 2004 as Document No. 0407042251 which does not contain a reversionary or forfeiture clause.

16. Stormwater control easement provisions, in favor of the Village of Streamwood as shown on the Plat and set forth in the certificate on the Plat of Willow Pond Marketplace Subdivision, recorded March 25, 2005 as document 0508439003.

(affects the North and Northeast portions of Lot 1)

17. Public Utility easement in favor of the Village of Streamwood, and its franchisees, for all areas platted and designated "Public Utility Easement", to construct, install, reconstruction, repair, remove, replace, inspect, maintain and operate utility transmission and distribution systems and lines in, under, over, across, along and upon the surface of said easement, together with the right of access to said equipment, and the provisions relating thereto contained in the Plat recorded/filed as Document No.

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0508439003, affecting the East 10 feet, the North 20 feet and the South 15 feet of Lot 1; and the West 10 feet, the North 20 feet and the South and Southwesterly 15 feet of Lot 2.

18. Ingress and egress easement provisions in favor of the Village of Streamwood, their heirs, successors and assigns, for the purpose of access to and from Illinois Route 59 as shown on the Plat and set forth in the certificate on the Plat of Willow Pond Marketplace Subdivision, recorded March 25, 2005 as document 0508439003.

(affects the North Lot lines of Lots 1 and 2)

19. Easement in favor of Comed and Sbc Company, grantees, their respective licensees, successors and assigns, to construct, operate, repair, maintain, modify, reconstruct, replace, Supplement, relocate and remove, from time to time, Poles, guys, anchors, wires cables, conduits, manholes, transformers, pedestals, equipment cabinets or other facilities used in connection with overhead and underground transmission and distribution of electricity, communications, sounds and signals in, over, under, across, along and upon the surface of the property for the purpose of serving the Land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the Plat recorded/filed as Document No. 0508439003, affecting the East 10 feet, the North 20 feet, the West 10 feet, and the South 15 feet of the Land.

20. Access easement is hereby reserved for and granted to the owner of Lot 1, the Owner of Lot 2 and the Village of Streamwood, Illinois, their heirs, successors and assigns, over all areas hereon platted and designated "Access Easement" for the purpose of ingress and egress to and from said Lots recorded on the Plat of willow pond marketplace as Document No. 0508439003, and the terms and provisions contained therein.

(affects part of the West 15 feet and the West 25.5 feet of Lot 1 and part of the East 15 feet of Lot 2)

21. Terms, provisions, conditions and limitations of the Declarations of covenants, conditions, restrictions and easements relating to the Sarasota Trails Master Association recorded February 2, 1987 as document 87064527, the ponds of Sarasota Trails Townhouse Association recorded February 2, 1987 as document 87064528, and the Woods of Sarasota Trails Homeowners' Association recorded February 2, 1987 as document 87064529, all of which refer to each other, relating to membership, property rights, voting rights and boards of directors, covenants for maintenance assessments, duties and powers of the Master Association, Architectural Control, insurance, condemnation, utility easements and service connection, general use restrictions, declarant's rights and obligations, annexation of additional property to the development, annexation to a municipality, and forfeiture of community facilities.

(affects easement Parcel 2 the Private Road Known as Gulf Keys Road)

22. Rights of the public, the State of Illinois and the municipality, when and if the Land is Eventually Incorporated by a Municipality, in and to that part of the Land, which may have been dedicated for road purposes by the Plat of Sarasota Trails Unit 1, Planned Unit Development Aforesaid.

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Note: We find of record a covenant executed by Philip Markiewicz acknowledged December 6, 1985 and recorded December 9, 1985 as document 85316038 which provides in part as follows:

"the Streets and Roadways in the Sarasota Trails Planned Unit Development Have Not Been Dedicated to the Hanover Township Road District and Will Not Be Dedicated so as to Fall within the Jurisdiction of the Hanover Township Road District for a Period of at Least 20 Years from the Date of This Covenant.

"This restriction shall operate as a covenant running with the Land for the benefit of any and all persons who may own, or may hereafter own, property in the Sarasota trails planned unit development, and this restriction is specifically given for the benefit of the Hanover Township Road district, and may be enforced by the duly elected or appointed officials of the Hanover Township Road district through any proceeding, at law or in equity, against any person violating or threatening to violate said restriction. "

(affects easement Parcel 2 the Private Road Known as Gulf Keys Road)

23. Rights of the public and quasi-public Utilities, if any, in the private road commonly known as Gulf keys road for maintenance therein of Poles, conduits, sewers and other facilities.

(Affects Parcel 2 easement for private road)

24. Rights, if any, of public and quasi-public utilities in the Land as disclosed by the sanitary sewer line and sanitary manhole shown on the Plat of Survey Prepared by Compass Land Surveying Ltd., project number 8811.05, dated December 12, 2006.