

# UNOFFICIAL COPY



Doc# 1633618081 Fee \$46.00

2HSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/01/2016 03:12 PM PG: 1 OF 5

## PREPARED BY:

Michael Greene, Esq.  
Diablo Real Estate Group, P.C.  
1333 N. California Blvd., Suite 575  
Walnut Creek, California 94596

## WHEN RECORDED RETURN TO:

After Recording, Return to:  
First American Title Insurance Company  
Attn: Heather Vree  
30 N. LaSalle St, Suite 1700  
Chicago, IL 60602

## MAIL TAX STATEMENTS TO:

Clarion Partners  
230 Park Avenue  
12th Floor  
New York, NY 10169  
Attn: Lauren Holden  
NU-807532-9  
1 of 2

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## SPECIAL WARRANTY DEED

**THIS INDENTURE WITNESSETH THAT LOJA MIDWEST PORTFOLIO I, LLC**, a Delaware limited liability company, whose address is 1333 N. California Blvd., Suite 575, Walnut Creek, California 94596 ("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, the receipt, adequacy and sufficiency of which is hereby acknowledged, by these presents does **GRANT, BARGAIN AND SELL** unto **CLPF - KSA GROCERY PORTFOLIO CHICAGO AVENUE, LLC**, a Delaware limited liability company whose address is 230 Park Avenue, 12th Floor, New York, NY 10169 ("Grantee"), the following described real property located in the County of Cook, State of Illinois and legally described as follows:

See Legal Description attached hereto as Exhibit A and hereby made a part hereof.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, all the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of

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Grantor, either in law or equity, of, in and to the above described property, with the hereditaments and appurtenances: **TO HAVE AND TO HOLD** said property, with the appurtenances, unto Grantee, its successors and assigns forever.



And Grantor, for itself, and its successors, does covenant, promise and agree, to and with Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby the property hereby granted is, or may be, in any manner encumbered or charged, except as herein recited; and that said property against all persons lawfully claiming, or to claim the same, by through and under Grantor, but not otherwise, Grantor will **WARRANT AND DEFEND**.


**SUBJECT. HOWEVER**, to all zoning and building laws, ordinances, maps, resolutions and regulations of all governmental authorities having jurisdiction which affect the Property and the use and improvement thereof; leases, if any; all matters of record; any state of facts which an accurate survey made of the Property as of the date hereof would show; any state of facts which a personal inspection of the Property made as of the date hereof would show; and the Permitted Exceptions set forth on **Exhibit B**, attached hereto and made a part hereof.

**Permanent Index Number(s):** 17-07-103-032-0000

**Common Address:** 2021 W. Chicago Avenue, Chicago, IL 60622

[Signature Page Follows]

REAL ESTATE TRANSFER TAX		14-Nov-2016
	<b>COUNTY:</b>	8,035.00
	<b>ILLINOIS:</b>	16,070.00
	<b>TOTAL:</b>	24,105.00
17-07-103-049-0000   20161101680799   0-143-835-323		

REAL ESTATE TRANSFER TAX		14-Nov-2016
	<b>CHICAGO:</b>	120,525.00
	<b>CTA:</b>	48,210.00
	<b>TOTAL:</b>	168,735.00 *
17-07-103-049-0000   20161101680799   1-750-769-856		

\* Total does not include any applicable penalty or interest due.

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[Signature Page to Special Warranty Deed]

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed as of this 8<sup>th</sup> day of November, 2016.

**LOJA MIDWEST PORTFOLIO I, LLC,**  
a Delaware limited liability company

By: Loja Real Estate, LLC, a Colorado  
limited liability company, its Manager

By:   
Thomas K. Engberg, Chief Executive Officer

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 Contra Costa

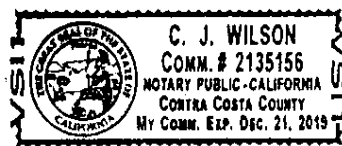
On November 3, 2016 before me, C.J. WILSON, Notary Public, personally appeared THOMAS K. ENGBERG, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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 

(Seal)



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## EXHIBIT A

### The Property

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

LOT 35 IN SUB BLOCK 1 IN J.W. COCHRAN'S SUBDIVISION OF BLOCK 5 IN CANAL TRUSTEE'S SUBDIVISION IN SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Permanent Index Number(s):**

17-07-103-032-0000 ; 17-07-103-049-0000

**Common Address:**

2021 W Chicago Avenue, Chicago, IL 60622

Property of Cook County Clerk's Office

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## EXHIBIT B

### Permitted Title Exceptions

1. General real estate taxes for the year(s) 2016 and subsequent years. Taxes for the year(s) 2016 are not yet ascertainable or payable.

Permanent Index Numbers:

17-07-103-032-0000 (Affects Lot 35)

2. The land lies within the boundaries of Special Service Area No. 29-2014 as disclosed by Ordinance recorded December 30, 2014 as document 1436433015, and is subject to additional taxes under the terms of said Ordinance and subsequent related Ordinances.
3. Environmental No Further Remediation Letter recorded June 5, 2015 as document 1515649193, and the terms, provisions, conditions and limitations thereof.
4. Terms, agreements, provisions, conditions and limitations contained in the lease described in Schedule A, as amended, and all rights thereunder of said lessors, their heirs, executors, administrators and assigns, including rents and all other charges reserved.
5. Rights of Roundy's Supermarkets, Inc., a Wisconsin corporation, as a tenant only, under an unrecorded lease agreement, which unrecorded lease agreement includes no right of first refusal or any other purchase option with respect to the insured land.