

# UNOFFICIAL COPY



Doc# 1636239032 Fee \$48.00  
RHSP FEE: \$9.00 RPRF FEE: \$1.00  
KAREN A. YARBROUGH  
COOK COUNTY RECORDER OF DEEDS  
DATE: 12/27/2016 02:23 PM PG: 1 OF 6

THIS INSTRUMENT PREPARED  
BY:

Rodney C. Ploucha, Esq.  
Honigman Miller Schwartz  
and Cohn LLP  
39400 Woodward Avenue  
Suite 101  
Bloomfield Hills, MI 48304

AFTER RECORDING RETURN  
TO:

Elliott K. Califf, Esq.  
Greenberg Traurig, LLP  
77 West Wacker Drive  
Suite 3100  
Chicago, IL 60601

Above Space for Recorder's Use Only

## SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED, made as of December 20, 2016, by RANDOLPH ACQUISITION, LLC, an Illinois limited liability company, having an address at Fourth Floor Essex Center, Southfield, Michigan 48034 ("Grantor"), to an in favor of A&M 205 RANDOLPH, LLC, a Delaware limited liability company, having an address at 600 Madison Avenue, 8<sup>th</sup> Floor, New York, New York 10022 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other valuable consideration in hand paid by Grantee, the receipt and sufficiency whereof is hereby acknowledged, by these presents does hereby GRANT, BARGAIN AND SELL unto Grantee, and to its successors and assigns, FOREVER, all interest in and to the real estate situated in the County of Cook and State of Illinois known and described on Exhibit A attached hereto and by this reference made a part hereof, including all improvements located thereon (collectively, the "Premises"), subject to those matters set forth on Exhibit B attached hereto and made a part hereof (the "Permitted Exceptions").

Together with all and singular the rights, benefits, privileges, easements, tenements, interests, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, including, without limitation, all mineral and water rights, of the Grantor, either in law or equity, of, in and to the Premises, with the hereditaments and appurtenances:

TO HAVE AND TO HOLD the Premises as above described, with the appurtenances, unto the Grantee, its successors and assigns forever.

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And the Grantor, for itself, and its successors and assigns, does covenant, promise and agree, to and with the Grantee, its successors and assigns, that during the period that Grantor has owned title to the Property, it has not done or suffered to be done anything whereby the Premises hereby granted is, or may be, in any manner encumbered or charged, except for the Permitted Exceptions set forth on Exhibit B attached hereto and made a part hereof; and that subject to such Permitted Exceptions, the Grantor will WARRANT AND FOREVER DEFEND the Premises, subject to the Permitted Exceptions, unto Grantee, and Grantee's successors and assigns, and against all persons lawfully claiming by, through or under the Grantor, but not otherwise.

[SIGNATURE PAGE FOLLOWS]

## MAIL TAX BILLS TO:

A&M 205 RANDOLPH, LLC  
600 Madison Avenue, 8th Floor  
New York, New York 10022

REAL ESTATE TRANSFER TAX		23-Dec-2016
		COUNTY: 14,350.00
		ILLINOIS: 28,700.00
		TOTAL: 43,050.00
17-09-443-006-0000   20161201695034   0-277-575-872		

REAL ESTATE TRANSFER TAX		23-Dec-2016
		CHICAGO: 215,250.00
		CTA: 86,100.00
		TOTAL: 301,350.00*
17-09-443-006-0000   20161201695034   1-041-168-576		

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



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## EXHIBIT A

### Legal Description of the Premises

LOT 1 IN BLOCK 41 IN ORIGINAL TOWN OF CHICAGO, IN THE SOUTHEAST 1/4 OF SECTION 9,  
TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

209 W. Randolph St  
Chicago, IL 60606

17-09-443-006-0000

Property of Cook County Clerk's Office

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## EXHIBIT B

### Permitted Exceptions

1. General real estate taxes for the year 2016 and subsequent years, not yet due and payable.
2. The land lies within the boundaries of Special Service Area Number 12 as disclosed by ordinance recorded as document 91075841 and is subject to additional taxes under the terms of said ordinance and subsequent related ordinances.
3. Survey prepared by Gremley & Biedermann, Inc., dated July 18, 2016, under Job No. 2016-22727-001, shows the following:
  - (a) Encroachment of the roof cornice onto public property North of and adjoining the land by 1.38 feet.
  - (b) Encroachment of the roof cornice at the 4th and 14th floor onto public property North of and adjoining the land by 1.20 feet and East of and adjoining the land by 1.20 feet.
  - (c) Encroachment of the roof cornice at 4th and 14th floor onto public property South and adjoining by 1.69 feet and East of and adjoining by 1.20 feet
  - (d) Encroachment of sheet metal vents, wall lamps, compressor and control switch, air conditioning unit supports, steel rails and fire escape onto public property South of and adjoining the land.
  - (e) Encroachment of the building located mainly on the land and onto property West of and adjoining the land by up to 1.00 foot.
  - (f) encroachment of the overhead sign located mainly on the land over onto the property West and adjoining; by the overhead sign located mainly on the land onto the property South and adjoining and by the overhead sign located mainly on the land onto the property East and adjoining.
4. Rights and interests held by tenants under all leases, licenses and other occupancy agreements demising space at the Premises which are then in effect on the date of conveyance, as tenants only in effect at conveyance, without any rights of first offer to purchase, rights of first refusal to purchase or purchase options;
5. Mortgage, Assignment of Leases and Rents and Security Agreement dated December 30, 2014 and recorded January 09, 2015 as Document No. 1500929050, made by Randolph Acquisition, LLC, to German American Capital Corporation, to secure an indebtedness in the amount of \$18,700,000.00, and the terms and conditions thereof.

Assigned to Wilmington Trust, National Association, as Trustee for the Benefit of the Holders of Comm 2015-CCRE22 Mortgage Trust Commercial Mortgage Pass-Through Certificates by assignment recorded April 14, 2015 as document number 1510455181.

Amended by Assumption Agreement among Wilmington Trust, National Association, as Trustee, for the Benefit of the Holders of Comm 2015-CCRE22 Mortgage Trust Commercial Mortgage Pass-Through Certificates; Randolph Acquisition, LLC, an Illinois limited liability company and

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A&M 205 Randolph, LLC, a Delaware limited liability company, dated \_\_\_\_ recorded \_\_\_\_\_ as document number \_\_\_\_\_.

6. Assignment of Rents made by Randolph Acquisition, LLC to German American Capital Corporation recorded January 09, 2015 as document 1500929051.

Assigned to Wilmington Trust, National Association, as Trustee for the Benefit of the Holders of Comm 2015-CCRE22 Mortgage Trust Commercial Mortgage Pass-Through Certificates assignment recorded April 14, 2015 as document number 1510455182.

Amended by Assumption Agreement among Wilmington Trust, National Association, as Trustee, for the Benefit of the Holders of Comm 2015-CCRE22 Mortgage Trust Commercial Mortgage Pass-Through Certificates; Randolph Acquisition, LLC, an Illinois limited liability company and A&M 205 Randolph, LLC, a Delaware limited liability company, dated \_\_\_\_ recorded \_\_\_\_\_ as document number \_\_\_\_\_.

7. A financing statement recorded \_\_\_\_ as document number \_\_\_\_ of Official Records.  
 Debtor: A&M 205 Randolph, LLC  
 Secured party: Wilmington Trust, National Association, as Trustee for the Benefit of the Holders of Comm 2015-CCRE22 Mortgage Trust Commercial Mortgage Pass-Through Certificates
8. Sewer rents and taxes, water rates and charges, vault charges and taxes, business improvement district taxes and assessments and any other governmental taxes, charges or assessments levied or assessed against the Premises, which are a lien but not yet due and payable.
9. Any installment not yet due and payable of special assessments affecting the Premises or any portion thereof;
10. Any laws, rules, regulations, statutes, ordinances, orders affecting the Property, including, without limitation, those relating to zoning and land use;
11. Any utility company rights, easements and franchises for electricity, water, steam, gas, telephone or other service or the right to use and maintain poles, lines, wires, cables, pipes, boxes, and other fixtures and facilities in, over, under and upon the Premises as would be shown on an accurate survey of the property;
12. Any matters or title exceptions arising by reason of acts or omissions of Grantee.