

# UNOFFICIAL COPY



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Prepared By:  
Michael D. Rothstein  
Dykema Gossett PLLC  
10 S. Wacker Drive, Suite 2300  
Chicago, Illinois 60606

Doc# 1636522160 Fee \$48.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/30/2016 03:25 PM PG: 1 OF 6

After Recording Return To:  
Interra Regesh Orland Park, LLC  
Attn: Interra Management Company  
2400 Augusta Drive, Suite 330  
Houston, Texas 77057

Send Subsequent Tax Bills To:  
Interra Regesh Orland Park, LLC  
Attn: Interra Management Company  
2400 Augusta Drive, Suite 330  
Houston, Texas 77057

## Special Warranty Deed

CE-112138-JL

Wells Fargo Bank, N.A., as Trustee for the registered holders of J. P. Morgan Chase Commercial Mortgage Securities Trust 2006-CIBC16, Commercial Mortgage Pass-Through Certificates, Series 2006-CIBC16 ("**Grantor**"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration to it paid by Interra Regesh Orland Park, LLC, a Texas limited liability company ("**Grantee**"), whose mailing address is Attn: Interra Management Company, 2400 Augusta Drive, Suite 330, Houston, Texas 77057, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby REMISE, RELEASE ALIEN AND CONVEY unto the Grantee that certain tract of land ("**Land**") described on Exhibit A attached hereto and incorporated herein, together with all improvements thereon and all rights and appurtenances appertaining thereto (herein collectively called the "**Property**").

This conveyance is given and accepted subject to the permitted exceptions set forth on Exhibit "B" hereto and to any and all municipal or other governmental zoning laws, regulations and ordinances, if any, affecting the Property (herein called the "**Permitted Exceptions**").

TO HAVE AND TO HOLD the Property and all improvements located thereon, together with all and singular the rights and appurtenances thereto in anywise belonging, subject to the Permitted Exceptions unto Grantee, its legal representatives, successors, and assigns forever; and Grantor does hereby bind itself, its legal representatives, successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions, unto Grantee, its 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.

OTHER THAN THE SPECIAL WARRANTY OF TITLE SET FORTH IN THIS DEED AND AS EXPRESSLY STATED IN THE AGREEMENT OF PURCHASE AND SALE WHEREBY GRANTEE AGREED TO PURCHASE FROM GRANTOR (THE "**AGREEMENT**"), AND GRANTOR AGREED TO SELL TO GRANTEE, THE PROPERTY, GRANTOR CONVEYS THE PROPERTY TO GRANTEE AND BY ACCEPTING THIS DEED, GRANTEE ACCEPTS THE PROPERTY AS-IS,

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**WHERE-IS, WITH ALL FAULTS** AND GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (I) THE STRUCTURAL INTEGRITY OF ANY IMPROVEMENTS ON THE PROPERTY, (II) THE MANNER, CONSTRUCTION, CONDITION, AND STATE OF REPAIR OR LACK OF REPAIR OF ANY OF SUCH IMPROVEMENTS, (III) THE CONFORMITY OF THE IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY PLANS AND SPECIFICATIONS THAT MAY HAVE BEEN OR WHICH MAY BE PROVIDED TO GRANTEE, (IV) THE CONFORMITY OF THE PROPERTY TO PAST, CURRENT OR FUTURE APPLICABLE ZONING OR BUILDING CODE REQUIREMENTS OR THE COMPLIANCE WITH ANY OTHER LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY, (V) THE FINANCIAL EARNING CAPACITY OR HISTORY OR EXPENSE HISTORY OF THE OPERATION OF THE PROPERTY, (VI) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION, OR OTHERWISE, (VII) THE EXISTENCE OF SOIL INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, SUSCEPTIBILITY TO LANDSLIDES, SUFFICIENCY OF UNDERSHORING, SUFFICIENCY OF DRAINAGE, (VIII) WHETHER THE PROPERTY IS LOCATED WHOLLY OR PARTIALLY IN A FLOOD PLAIN OR A FLOOD HAZARD BOUNDARY OR SIMILAR AREA, (IX) THE EXISTENCE OR NON-EXISTENCE OF ASBESTOS, UNDERGROUND OR ABOVE GROUND STORAGE TANKS, HAZARDOUS WASTE OR OTHER TOXIC OR HAZARDOUS MATERIALS OF ANY KIND OR ANY OTHER ENVIRONMENTAL CONDITION OR WHETHER THE PROPERTY IS IN COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS, (X) THE PROPERTY'S INVESTMENT POTENTIAL OR RESALE POTENTIAL AT ANY FUTURE DATE, AT A PROFIT OR OTHERWISE, (XI) ANY TAX CONSEQUENCES OF OWNERSHIP OF THE PROPERTY OR (XII) ANY OTHER MATTER WHATSOEVER AFFECTING THE STABILITY, INTEGRITY, FITNESS FOR USE OR OTHER CONDITION OR STATUS OF THE LAND OR ANY BUILDINGS OR IMPROVEMENTS SITUATED ON ALL OR PART OF THE PROPERTY (COLLECTIVELY, THE "**PROPERTY CONDITIONS**"), AND BY ACCEPTING THIS DEED, GRANTEE HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS GRANTEE MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE PROPERTY, ITS IMPROVEMENTS OR THE PROPERTY CONDITIONS, SUCH WAIVER BEING ABSOLUTE, COMPLETE, TOTAL AND UNLIMITED IN ANY WAY, EXCEPT TO THE EXTENT OTHERWISE PROVIDED IN THE AGREEMENT.

[Signature Page Follows]

REAL ESTATE TRANSFER TAX

02-Jan-2017



COUNTY:	637.50
ILLINOIS:	1,275.00
TOTAL:	1,912.50

27-15-301-018-0000 | 20161101681309 | 0-242-123-968

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WITNESS THE EXECUTION HEREOF as of the 15 day of November, 2016, effective November 21, 2016

GRANTOR:

Wells Fargo Bank, N.A., as Trustee for the registered holders of J. P. Morgan Chase Commercial Mortgage Securities Trust 2006-CIBC16, Commercial Mortgage Pass-Through Certificates, Series 2006-CIBC16

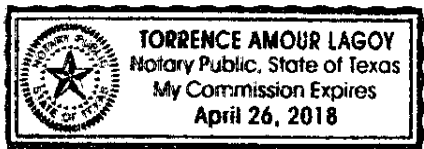
By: C-III Asset Management LLC, a Delaware limited liability company, in its capacity as special servicer pursuant to that certain Pooling and Servicing Agreement dated September 21, 2006

By: [Signature]  
Name: Hugh Wall  
Title: Servicing Officer

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF DALLAS        )

This instrument was acknowledged before me on November 15, 2016, by Hugh Wall, Servicing Officer of C-III Asset Management LLC, in its capacity as special servicer for Wells Fargo Bank, N.A., as Trustee for the registered holders of J. P. Morgan Chase Commercial Mortgage Securities Trust 2006-CIBC16, Commercial Mortgage Pass-Through Certificates, Series 2006-CIBC16.

[seal]



Torrence A Lagoy  
Notary Public # 128 25050-5  
My commission expires: 4-26-2018

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## EXHIBIT "A" TO DEED

### LAND DESCRIPTION

#### PARCEL 1:

A PARCEL OF PROPERTY LOCATED IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE NORTH 0 DEGREES 00 MINUTES 18 SECONDS EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 15 (ALSO THE CENTER LINE OF 94TH AVENUE) FOR A DISTANCE OF 64.99 FEET TO A POINT; THENCE SOUTH 89 DEGREES 38 MINUTES 48 SECONDS EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 15 FOR A DISTANCE OF 50.00 FEET TO A POINT (SAID POINT LYING ON THE EAST RIGHT OF WAY LINE OF 94TH AVENUE PER CASE NUMBER 70L16916); THENCE SOUTH 44 DEGREES 41 MINUTES 27 SECONDS EAST ALONG THE SAID EAST RIGHT OF WAY LINE OF 94TH AVENUE FOR A DISTANCE OF 21.21 FEET TO THE NORTH RIGHT OF WAY LINE OF 159TH STREET PER DOCUMENT NUMBER 70L16926; THENCE SOUTH 89 DEGREES 44 MINUTES 09 SECONDS EAST ALONG THE SAID NORTH RIGHT OF WAY LINE OF 159TH STREET FOR A DISTANCE OF 776.69 FEET TO A POINT IN A LINE LYING 500.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 15 AT THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 00 MINUTES 45 SECONDS EAST ALONG THE SAID LINE 500.00 FEET WEST OF AND PARALLEL TO THE SAID EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 15 FOR A DISTANCE OF 398.78 FEET TO A POINT IN A LINE LYING 450.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 38 MINUTES 48 SECONDS EAST ALONG THE SAID LINE LYING 450.00 FEET NORTH OF AND PARALLEL TO THE SAID SOUTH LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15 FOR A DISTANCE OF 250.00 FEET TO A LINE 250.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE SOUTH 0 DEGREES 00 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 393.38 FEET TO THE NORTH RIGHT OF WAY LINE OF 159TH STREET; THENCE NORTH 89 DEGREES 44 MINUTES 09 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE OF 159TH STREET FOR A DISTANCE OF 172.05 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 12 SECONDS WEST CONTINUING ALONG THE NORTH RIGHT OF WAY LINE OF 159TH STREET FOR A DISTANCE OF 5.00 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 09 SECONDS WEST CONTINUING ALONG THE NORTH RIGHT OF WAY LINE OF 159TH STREET FOR A DISTANCE OF 77.92 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 SET FORTH IN THE RECIPROCAL GRANT OF EASEMENTS AND AGREEMENT RECORDED AS DOCUMENT NUMBER 90118235 UNDER TRUST AGREEMENT KNOWN AS TRUST NUMBER 2761 AND GRANT OF EASEMENT RECORDED AS DOCUMENT NUMBER 85188927 AND EASEMENT AGREEMENT RECORDED AS DOCUMENT NUMBER 26981406.

Permanent Index Number: 27-15-301-018-0000

Property Address: 9264-9280 W. 159<sup>th</sup> St. Orland Park, IL 60462

Property of Cook County Clerk's Office

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## EXHIBIT B

### PERMITTED EXCEPTIONS

1. General real estate taxes for the year(s) 2016 and subsequent years, liens not yet due or payable.
2. Lease made by and between Orland Auto Mall 2004 LLC, landlord, and BFS Retail & Commercial Operations, LLC, a Delaware limited liability company, tenant, demising the land for a term of years as disclosed by Memorandum thereof recorded November 21, 2005 as document 0532527033 and all rights thereunder of and all acts done or suffered thereunder of said lessee or by any parties claiming, by through or under said lease.
3. Reciprocal grant of easement and agreement recorded March 16, 1990 as document 90118235 made by and entered into by Cosmopolitan National Bank of Chicago trust number 27301 and Steel City National Bank as trustee under trust 2751 a non exclusive easement for pedestrian and vehicular use and terms and provisions contained therein.
4. Easement for public utilities along the west 10 feet of the land as created by grant recorded as document 85188927 and the terms and provisions contained therein.
5. Notice recorded as document 24833429 relating to land use, development plan and storm water detention.
6. Non-exclusive easement for drainage and roadway as contained in grant recorded as document 26981406 and the terms and provisions contained therein.
7. Terms, conditions and provisions of the document creating the easement described in Exhibit A, together with the rights of the adjoining owners in and to the concurrent use of said easement.
8. Existing unrecorded leases and rights of all parties claiming thereunder.
9. Survey made by Old Republic, Project No.: 150067-S, last revised April 8, 2015, discloses the following:
  - a) Encroachment of trash enclosure over the West line of the land onto adjoining land by a distance of up to 0.56 feet.
  - b) Encroachment of wood fence over the North line of the land onto subject property.