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Doc# 1702318105 Fee \$52.00

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

AFFIDAVIT FEE: \$2.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/23/2017 04:01 PM PG: 1 OF 8

SPECIAL
WARRANTY
DEED

0160A004

This Special Warranty Deed ("Deed") made as of the 15th day of December, 2016, between Cadle Properties of New York, Inc., a New York corporation, with a mailing address of 100 N. Center Street, Newton Falls, OH 44444 ("Grantor"), to and in favor of Cadle Properties of New Hampshire, Inc., a New Hampshire corporation, with a mailing address of 100 N. Center Street, Newton Falls, OH 44444 ("Grantee").

WITNESSETH, that the Grantor, for good and valuable consideration, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, and pursuant to authority of the board of directors of the Grantor, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the Grantee forever, all of its right, title and interest in and to the following described real estate ("Real Estate"), which is commonly known as: 900 Sauk Trail, 21801 S. Woodlawn Ave., and 21351 S Mark Collins Dr., Sauk Village, Cook County, Illinois 60411, and legally described on Exhibit A attached hereto, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Together with all and singular there 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, of the Grantor, either in law or equity, of, in and to the Real Estate, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the Real Estate, with the appurtenances, subject to: the Permitted Exceptions set forth on Exhibit B attached hereto and incorporated herein by reference, unto the Grantee, its successors and assigns forever.

And the Grantor, for itself and its successors, as its sole warranty herein, does covenant, promise and agree, to and with the Grantee, that Grantor has not done or suffered to be done, anything whereby the Real Estate hereby granted is, or may be, in any manner encumbered or charged, except as herein recited; and that with respect to the Real Estate, against all persons lawfully claiming, or to claim the same, by, through or under the Grantor, but not otherwise, the

S 7
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S 2
M M
SC 7
E 7
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Grantor WILL WARRANT AND DEFEND, subject to: the Permitted Exceptions set forth on Exhibit B attached hereto and incorporated herein by reference.

THE WARRANTIES GIVEN HEREIN ARE LIMITED TO THE ACTS OF THE GRANTOR AND SUBJECT TO ANY COVENANTS, CONDITIONS, EASEMENTS, RIGHTS, RESTRICTIONS, AGREEMENTS, BUILDING LINES, RESERVATIONS, AND OTHER MATTERS OF RECORD, WITH RESPECT TO THE REAL ESTATE CONVEYED HEREBY.

GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY EXCLUDES, WAIVES, NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (A) THE HABITABILITY, MERCHANTABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE REAL ESTATE DESCRIBED ON EXHIBIT A ATTACHED HERETO, INCLUDING ALL BUILDINGS, IMPROVEMENTS, PERSONAL PROPERTY AND FIXTURES THEREON AND THEREIN (COLLECTIVELY, THE "PROPERTY"); (B) THE NATURE, QUALITY OR CONDITION, OR PRIOR USE OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, STRUCTURAL INTEGRITY, SOIL AND GEOLOGY; (C) THE INCOME TO BE DERIVED FROM THE PROPERTY; (D) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE HAS CONDUCTED IN THE PAST, OR WHICH GRANTEE MAY CONDUCT NOW OR IN THE FUTURE CONTEMPLATE CONDUCTING THEREON; (E) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH; (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (H) THE DISPOSAL, ABSENCE OR EXISTENCE, IN, AT, UNDER OR ADJACENT TO THE PROPERTY OF ANY SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER; (I) ANY ENVIRONMENTAL MATTER OR ENVIRONMENTAL CONDITION OF THE PROPERTY; OR (J) ANY COMPLIANCE WITH ANY FEDERAL, STATE OR LOCAL LAW, CODE, STATUTE, ORDINANCE, RULE, REGULATION, PERMIT, LICENSES, APPROVALS, JUDICIAL OR ADMINISTRATIVE ORDERS, JUDGMENTS OR DECREES (BY CONSENT OR OTHERWISE), AND ANY OTHER DIRECTIVES HAVING THE FORCE AND EFFECT OF LAW CONCERNING HEALTH, THE ENVIRONMENT OR NATURAL RESOURCES,

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OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, THE RESOURCE CONSERVATION AND RECOVERY ACT, THE CLEAN AIR ACT, THE CLEAN WATER ACT AND SIMILAR STATE STATUTES AND REGULATIONS, WHETHER EXISTING AS OF THE DATE HEREOF OR SUBSEQUENTLY ENACTED.

THE SALE OF THE PROPERTY IS MADE ON AND GRANTEE ACKNOWLEDGES, AGREES AND ACCEPTS THE PROPERTY IN "AS IS" AND "WHERE IS" CONDITION AND BASIS WITH ALL FAULTS AND WITHOUT REPRESENTATION OR WARRANTY BY GRANTOR OF ANY NATURE OR KIND WHATSOEVER.

If any term or provision of this Deed or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Deed or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

[remainder of page intentionally left blank; signature page to follow]

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IN WITNESS WHEREOF, said Grantor has caused its name to be signed to these presents by its authorized agent as of the day and year first above written.

CADLE PROPERTIES OF NEW YORK, INC.,
a New York corporation

By: *William E. Shaulis*
William E. Shaulis
Its: Executive Vice President

STATE OF OHIO
COUNTY OF TRUMBULL

Before me, the undersigned, a Notary Public in and for said State and County, on this the 15th day of December, 2016, personally appeared William E. Shaulis, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Executive Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed of such maker, for the uses and purposes therein set forth.



Kathryn T. Sabol
Resident Trumbull County
Notary Public, State of Ohio
My Commission Expires: 03/26/2018

Kathryn T. Sabol
Kathryn T. Sabol, Notary Public

This instrument prepared by:

Victor O. Buente, Jr., Esq.
Cadle Properties of New York, Inc.
100 North Center Street
Newton Falls, OH 44444-1321

After recording, send this instrument to:
Victor O. Buente, Jr., Esq.
Cadle Properties of New York, Inc.
100 North Center Street
Newton Falls, OH 44444

After recording, send tax bills to:
Cadle Properties of New Hampshire, Inc.
100 North Center Street
Newton Falls, OH 44444

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Exhibit A

Legal Description

THE NORTH SIDE OF SAUK TRAIL LYING BETWEEN THE EAST SIDE OF COTTAGE GROVE AVE. AND THE WEST SIDE OF MARK COLLINS DR., SAUK VILLAGE, COOK COUNTY, ILLINOIS 60411

PIN# 32-26-300-016-0000

Commonly known as: 900 Sauk Trail, Sauk Village, IL 60411

THE NORTHEAST CORNER OF SAUK TRAIL AND MARK COLLINS DR. (522.06 FEET OF FRONTAGE ON MARK COLLINS DR.), SAUK VILLAGE, COOK COUNTY, ILLINOIS 60411

PIN# 32-26-401-010-0000

Commonly known as: 21801 S. Woodlawn Ave., Sauk Village, IL 60411

A 1,297,683 SQ. FT. PARCEL LOCATED ON THE EAST SIDE OF MARK COLLINS DR., BEGINNING 702.06 FEET NORTH OF SAUK TRAIL (OR AT THE SOUTH LINE OF WINPAK WAY), SAUK VILLAGE, COOK COUNTY, ILLINOIS 60411

PIN# 32-26-400-008-0000

Commonly known as: 21351 S Mark Collins Dr., Sauk Village, IL 60411

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Exhibit B

Permitted Exceptions

- (a) Any and all taxes or special assessments which are not shown as existing liens by the public records;
- (b) restrictions on Grantee's ability to build upon or use the Real Estate imposed by any current or future development standards, building or zoning ordinances or any other Laws (defined below) or regulation of any governmental authority;
- (c) any rights or claims of any parties, persons or entities in possession of the Real Estate not shown by public records, including, but not limited to, any tenants, any occupants, and any parties, persons or entities claiming under any of the foregoing, and the prior owners of the Real Estate;
- (d) any and all existing leases and all rights thereunder of any lessees and of any person or party claiming by, through or under the lessees, including but not limited to Present Tenant;
- (e) any easements of record, or claims of easements not shown by the public records;
- (f) covenants, conditions, restrictions and other matters of record affecting title to the Real Estate;
- (g) acts done by or suffered through Grantee;
- (h) any violations of or non-compliance with any federal, state, municipal or local law, code, statute, ordinance, rule, regulation, permit, licenses, approvals, guidelines, policies, judicial or administrative orders, judgments or decrees (by consent or otherwise), and any other directives or pronouncements having the force and effect of law (collectively, "Laws") affecting the Real Estate;
- (i) any and all code enforcement actions, code enforcement litigation, compliance board proceedings, administrative actions, hearings, investigations, or similar proceedings, whether now existing or hereafter arising, or which from time to time has been, is or will be, alleged, threatened, filed, or pending, against or with respect to the Real Estate;
- (j) any and all types and kinds of equipment, inventory, building and construction materials, furniture, apparatus, and all other tangible personal property of any kind or character, whether now or hereafter located in, on, over or under the Real Estate;

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- (k) all matters disclosed in the Loan Sale Agreement dated October 28, 2016, as amended from time to time, between Grantor, as seller, and Grantee, as purchaser, for Grantee's purchase and sale of the Real Estate from Grantor;
- (l) any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Real Estate;
- (m) easements, or claims of easements, not shown by the public records;
- (n) any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records;
- (o) any and all taxes due or payable, past due taxes, sold taxes, and forfeited taxes; and
- (p) any and all taxes not yet due or payable.

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GRANTOR/GRANTEE AFFIDAVIT: STATEMENT BY GRANTOR AND GRANTEE AS REQUIRED BY SECTION 35 ILCS 200/31-47

GRANTOR SECTION

The **GRANTOR** or her/his agent, affirms that, to the best of her/his knowledge, the name of the **GRANTEE** shown on the deed or assignment of beneficial interest (**ABI**) in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or another entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

DATED: 12 | 5 | 2016

SIGNATURE: William E. Shaulis, Executive Vice President
GRANTOR or AGENT

GRANTOR NOTARY SECTION: The below section is to be completed by the NOTARY who witnesses the GRANTOR signature. William E. Shaulis, Executive Vice President, Cadle Properties of New York, Inc.

Subscribed and sworn to before me, Name of Notary Public:

William E. Shaulis, Executive Vice President,

By the said (Name of Grantor) Cadle Properties of New York, Inc.

On this date of: 12 | 5 | 2016

NOTARY SIGNATURE: Victor Otto Buente, Jr.

AFFIX NOTARY STAMP BELOW

VICTOR OTTO BUENTE, JR., Attorney-At-Law
Notary Public, State of Ohio
My Commission has no Expiration Date
O.R.C. Sec. 147.03

GRANTEE SECTION

The **GRANTEE** or her/his agent affirms and verifies that the name of the **GRANTEE** shown on the deed or assignment of beneficial interest (**ABI**) in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

DATED: 12 | 5 | 2016

SIGNATURE: Richard G. Persinger
GRANTEE or AGENT

GRANTEE NOTARY SECTION: The below section is to be completed by the NOTARY who witnesses the GRANTEE signature. Richard G. Persinger, President, Cadle Properties of New Hampshire, Inc.

Subscribed and sworn to before me, Name of Notary Public:

Richard G. Persinger,

By the said (Name of Grantee) President, Cadle Properties of New Hampshire, Inc.

On this date of: 12 | 5 | 2016

NOTARY SIGNATURE: Victor Otto Buente, Jr.

AFFIX NOTARY STAMP BELOW

VICTOR OTTO BUENTE, JR., Attorney-At-Law
Notary Public, State of Ohio
My Commission has no Expiration Date
O.R.C. Sec. 147.03

CRIMINAL LIABILITY NOTICE

Pursuant to Section 55 ILCS 5/3-5020(b)(2), Any person who knowingly submits a false statement concerning the identity of a **GRANTEE** shall be guilty of a **CLASS C MISDEMEANOR** for the **FIRST OFFENSE**, and of a **CLASS A MISDEMEANOR**, for subsequent offenses.

(Attach to **DEED** or **ABI** to be recorded in Cook County, Illinois if exempt under provisions of **SECTION 4** of the **Illinois Real Estate Transfer Act: (35 ILCS 200/Art. 31)**)