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This document prepared by and after recording return to:

Gerald L. Berlin, Esq.
9730 S. Western Ave
Suite 204
Evergreen Park IL 60805

PT18-47967

1 of 1 @



Doc# 1831744096 Fee \$48.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/13/2018 03:52 PM PG: 1 OF 6

This space reserved for .

SPECIAL WARRANTY DEED

THIS INDENTURE, made as of this 6th day of November, 2018, between **FIFTH THIRD BANK**, an Ohio banking corporation ("**Grantor**"), having an address of 38 Fountain Square Plaza, MD10ATA1, Cincinnati, Ohio 45263, and **174 FONTANA HOLDINGS, LLC**, an Illinois limited liability company ("**Grantee**"), having an address of 9730 S. Western Avenue, Suite 203, Evergreen Park, IL 60805.

WITNESSETH, that, Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain and sell to Grantee, and its successors and assigns forever, that certain land, situate, lying and being in the County of Cook, State of Illinois, and being more particularly described in Exhibit A attached hereto and made a part hereof (the "**Property**").

TOGETHER WITH all tenements, hereditaments and appurtenances thereto, belonging or in anywise appertaining.

AND SUBJECT TO (A) real property taxes and assessments for 2018 and subsequent years, (B) all easements, covenants, conditions, restrictions and other agreements of record, (C) all matters which would be disclosed by a recent and accurate survey of the Property, (D) public streets and legal highways, (E) municipal, zoning and subdivision laws and ordinances, (F) that certain Lease Agreement between Grantor, as landlord, and Health Families, Chicago, as tenant, dated September 1, 2016 and (G) a Lease Agreement for a portion of the Property (the "**Lease**"), executed by Grantor and Grantee as of the date hereof.

Additionally, for a period of time commencing as of the date first set forth above, and expiring upon the date that is one (1) year after the expiration or earlier termination of the Lease and Grantor's vacation of the Property, no portion of the Property shall be used or operated for or as (i) any financial institution, bank, savings and loan, trust company, ATM, automated teller machine or other free standing cash dispensing or financial transaction machine, stock brokerage, mortgage company, brokerage or credit union, (ii) any type of financial services entity or the offering of any Banking Services (as defined herein) or (iii) any type of brokerage, mortgage and financial services. As used herein "**Banking Services**" will mean the provision of checking, savings, check cashing, credit card, commercial loan, consumer loan, residential loan, international letters of credit, trust, automatic teller, securities brokerage and other financial services provided by commercial banking and savings and loan institutions to commercial and consumer

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customers. Grantor's use of the Property pursuant to the Lease are permitted and shall not violate the use restrictions set forth above.

Additionally, for a period of two (2) years after the date hereof (although such restriction shall be perpetual with respect to Grantee), no portion of the Property shall be used for any Marijuana Uses (as defined herein). As used herein "Marijuana Uses" will mean any marijuana related activities, including but not limited to the possession, sale, cultivation, manufacturing, dispensing or distribution of marijuana for medical or recreational purposes, and/or the sale, manufacturing, dispensing or distribution of paraphernalia for use with marijuana or illicit drugs.

In the event of a breach, or attempted or threatened breach of the use restrictions set forth above, Grantor or its successors or assigns, shall be entitled to full and adequate relief by injunction and all other available legal and equitable remedies from the consequences of such breach.

TO HAVE AND TO HOLD the Property, with the appurtenances, in fee simple, unto Grantee, its successors and assigns, to its own proper use and benefit forever.

AND GRANTOR, for itself and for its successors and assigns, does specially warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

[REMAINDER OF PAGE BLANK. SIGNATURE PAGES FOLLOW.]

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IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

FIFTH THIRD BANK, an Ohio banking corporation

By: Randall L Morrissey
 Name: Randall L Morrissey
 Its: VP

STATE OF Illinois)
) SS:
 COUNTY OF WABASH)

Before me, a Notary Public in and for said County and State, personally appeared Randall L Morrissey, by me known and by me known to be the VP of **FIFTH THIRD BANK**, an Ohio banking corporation, who acknowledged the execution of foregoing Special Warranty Deed on behalf of said corporation.

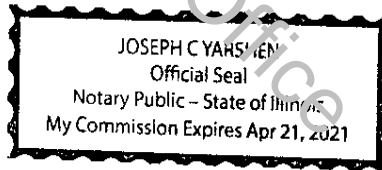
WITNESS my hand and Notarial Seal this 2 day of November, 2018.

Joseph C. Yarshen
 Notary Public

Joseph C. Yarshen
 Printed Signature

My Commission Expires: April 21, 2021

My County of Residence: WAB



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FIFTH THIRD BANK, an Ohio banking corporation

By: Chad Pendlay

Name: CHAD PENDLAY

Its: VP

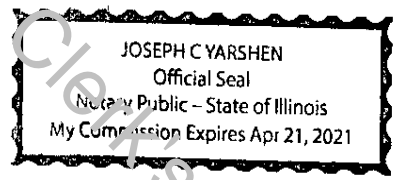
STATE OF Illinois)
COUNTY OF DUPAGE) SS:

Before me, a Notary Public in and for said County and State, personally appeared Chad Pendlay, by me known and by me known to be the VP of **FIFTH THIRD BANK**, an Ohio banking corporation, who acknowledged the execution of foregoing Special Warranty Deed on behalf of said corporation.

WITNESS my hand and Notarial Seal this 2 day of November, 2018.

Joseph C. Yarshem
Notary Public
Joseph C. Yarshem
Printed Signature

My Commission Expires: April 21, 2021
My County of Residence: Will



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EXHIBIT A

PARCEL 1:

LOT 4 IN BLOCK 83 IN HARVEY, IN SECTION 17, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 12 IN BLOCK 83 IN HARVEY, A SUBDIVISION OF PART WEST OF ILLINOIS CENTRAL RAILROAD IN SECTION 17, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 5, 6, 7 AND 8 IN BLOCK 83 IN HARVEY, IN THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The above-described properties being commonly known as Cook County Tax Parcel Nos. 29-17-215-019-0000; 29-17-215-026-0000; and 29-17-215-039-0000.

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Property of Cook County Clerk's Office

REAL ESTATE TRANSFER TAX

08-Nov-2018

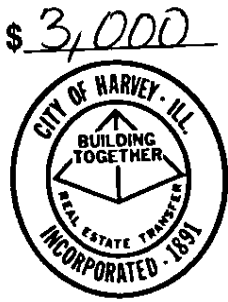


COUNTY:	1.50
ILLINOIS:	3.00
TOTAL:	4.50

29-17-215-019-0000

20181001623624

2-026-208-416



19 21037

\$ 3,000