PREPARED BY:

M&A Law Firm, P.C. 4438 Oakton Street Skokie, IL 60076

WHEN RECORDED MAIL THIS DEED:

and Mail Tax Bill to: Chardi Kala Hospitality LLC 1730 East Higgins Road Schaumburg, JL 60173 Doc# 1908622095 Fee \$46.00

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

EDHARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 03/27/2019 02:15 PM PG: 1 OF 5

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## SFECIAL WARRANTY DEED

STATE OF ILLINOIS

§ KNOW ALL MEN BY THESE PRESENTS: §

COUNTY OF COOK

THAT SCH LODGING, LLC, an Illinois limited liability company having an address at 230 Harmony Lane, Elk Grove Village, Illinois 60507-4016 (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ter Dollars (\$10.00) and other good and valuable consideration to it in hand paid by CHARDI KAL/. HOSPITALITY LLC, an Illinois limited liability company (hereinafter referred to as "Grantee"), whose mailing address is 1730 E. Higgins Road, Schaumburg, Illinois 60173 the receipt and sufficiency of which consideration are hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, into Grantee, all of the real property described on Exhibit A attached hereto and made a part hereof for all purposes (hereinafter referred to as the "Land") and all buildings and improvements located thereon, together with all and singular, Grantor's right, title and interest, if any, in and to adjacent streets, roads, alleys, rights-of-way, strips and gores, easements, rights of ingress and egress, tenements, hereditaments and appurtenances on the Land or in anywise appertaining thereto (the foregoing, together with the Land, being hereinafter collectively referred to as the "Property").

This conveyance is made and accepted subject to the matters set forth on Exhibit B attached hereto and made a part hereof for all purposes, to the extent, and only to the extent, such matters are now in force, valid, and affect title to the Property (but reference to same shall not operate to re-impose same), and further subject to all standby fees, ad valorem taxes and assessments for the current year and subsequent years, the payment of which Grantee assumes (hereinafter referred to as the "Permitted Exceptions").

FIDELITY NATIONAL TITLE FCHT18003941T

(M

This Special Warranty Deed is being executed and delivered by Grantor pursuant to that certain Purchase and Sale Agreement with Joint Closing Instructions dated as of January 30, 2019 (as amended, modified and/or supplemented from time to time, the "Purchase Agreement") among Grantor as seller and Grantee as buyer. Recourse against Grantor with respect to the representations, warranties and covenants of Grantor hereunder are subject to the provisions and limitations set forth in the Purchase Agreement.

TO HAVE AND TO HOLD the Property, 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 and its legal representatives, successors and assigns, to WARRANT AND FOREVER DEFEND all and singula the Property 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.

IN WITNESS WHEREOF, this Special Warranty Deed has been executed by Grantor on the date of the acknowledgement set forth below, to be effective as of the 18th day of March, 2019.

REAL ESTATE TRANSFER TAX

36058

SCH LODGING, LLC

an Illinois limited liability company

Of Collection

Mahadev Patel, Member

STATE OF ILLINOIS

COUNTY OF COOK

This instrument was acknowledged before me on March \5, 2019, by Mahadev Patel, Member of SCH Lodging, LLC, an Illinois limited liability company, on bena'f of said limited liability company.

AHMED R MOTIWALA Official Seal Notary Public – State of Illinois My Commission Expires May 21, 2021

**REAL ESTATE TRANSFER TAX** 

27-Mar-2019 COUNTY: 2,250.00 ILLINOIS: 4,500,00 TOTAL: 6,750.00

07-13-408-009-0000

20190301612202 | 1-675-312-544

Notary Public. State of Illinois

Notary's Printed Name

1908622095 Page: 3 of 5

## **UNOFFICIAL COPY**

### **EXHIBIT "A"**

## **DESCRIPTION OF LAND**

#### Parcel 1:

Lot 1 in Judith Johnson Sixth Resubdivision, being a Resubdivision of Lot 1 in Judith Johnson Fifth Resubdivision in the West 1/2 of the South East 1/4 of Section 13, Township 41 North, Range 10 East of the Third Principal Meridian, according to the Plat thereof recorded April 10, 1981 as document 25835316 in Cook County, Illinois.

Parcel 2A:

Non-exclusive perpetual easement appurtenant to and for the benefit of Parcel 1 for ingress and egress to Kimberly Drive over, along and across the West 13.5 feet of Lot 3 in Judith Johnson Sixth Resubdivision aforesaid, and the East 13.5 feet of Lot 1 in Judith Johnson Fourth Resubdivision in the West 1/2 of the South East 1/4 of Section 13, aforesaid, as created by Plat of Judith Johnson Fourth Resubdivision recorded as Document 24804010 and by deed from La Salle National Bank, a National Banking Association as Trustee under Trust Agreement dated March 26, 1974 and known as Trust Number 47381 to La Quinta Motor Inns, Inc., a corporation of Texas recorded April 29, 1981 as Document 25853698.

#### Parcel 2B:

Non-exclusive perpetual easement for the benefit of Farcel 1 as created by easement agreement for reciprocal access and parking dated as of September 21, 2015 and recorded September 22, 2015 as Document 1526544052 by and between LQ Properties, L.L.C., a Delaware limited liability company and IL. & IN. Restaurant Realty, LLC for vehicular and pedestrian ingress and egress over and upon the parking areas, driveways and drive auxies now existing or constructed in the future over Lot 2 in Judith Johnson Sixth Resubdivision to the South line of the easement created by deed recorded April 29, 1981 as Document 25853698 over the West 13.5 feet of Lot 3 in Judith Johnson Sixth Resubdivision and the

East 13.5 feet of Lot 1 in Judith Johnson Fourth Resubdivision

PIN No.: 07-13-408-009-0000.

Property Address: 1730 East Higgins Road, Schaumburg, Illinois.

### **EXHIBIT "B"**

### PERMITTED EXCEPTIONS

- 1. Standby fees, taxes and assessments by any taxing authority for the 2018 tax year, and subsequent years not yet due and payable.
- 2. Terms, provisions and limitations of Environmental Land Use Control recorded October 2, 2007 as Document Number 0727509049.
- 3. Covenants, conditions and restrictions contained in agreement dated December 27, 1978 and recorded January 16, 1979 as Document 24804012 and amended by Document 249921/6 made by La Salle National Bank, a National Banking Association, as Trustee Under Trust No. 47381, relating to the use of Land.
- 4. Building lines, easements, and all rights incident thereto, as shown on the plat of subdivisions recorded as Document Nos. 24804010, 24804011, 24804014, and 25835316, including, without limitation, the following:
  - (a) 28 foot building line as shown on the Plat of Subdivisions recorded as Document No. 24804010, 24804011 and 25835316.
  - (b) Easement for ingress and egress agreement recorded January 16, 1979 as Document 24804014 and as further shown on the Plat of Resubdivision recorded as Document 24804011 and as Document 25835316 by and between LaSalle National Bank as Trustee under Trust No. 47381 (Grantor) and Steak and Ale of Illinois, Inc., (Grantee) over and across a parcel of Land having 30.5 feet of frontage on Higgins Road and extending along the most Southerly 58 feet of the Western boundary of Lot 3 in Judith Johnson Third Resubdivision of part of the West 1/2 of the South East 1/4 aforesaid.
  - (c) 10 foot utility easement and the provisions relating thereto contained in the Plat of Judith Johnson Sixth Resubdivision recorded as Document No. 25835316;
  - (d) Ingress and Egress easements and the provisions relating the cto contained in the Plat of Judith Johnson Sixth Resubdivision recorded as Document No 25335316;
- 5. Easement for ingress and egress dated March 11, 1981, between Lasalle National Bank, as Trustee under Trust No. 47381 and LaQuinta Motor Inns, Inc. recorded April 29, 1981 as Document No. 2583695.
- 6. Easement agreement for utilities dated March 11, 1981, between Lasalle National Bank, as Trustee under Trust Agreement dated March 26, 1974 and known as Trust No. 47381 and LaQuinta Motor Inns, Inc. recorded April 29, 1981 as Document No. 25853696, and the terms, provisions and conditions contained therein.
- 7. Easement agreement for directional signage dated March 11, 1981, between Lasalle National Bank, as Trustee under Trust Agreement dated March 26, 1974 and known as Trust No. 47381 and LaQuinta Motor Inns, Inc. recorded April 29, 1981 as Document No. 25853697, and the terms, provisions and conditions contained therein.

#### EXHIBIT "B"

- 8. Terms, provisions and conditions relating to the easements described as Parcels 2A and 2B contained in the instruments creating said easements.
- 9. Terms, provisions and conditions contained in Common Drive Maintenance Agreement dated November 14, 1997 and recorded January 28, 1998 as Document No. 98071088 by and between Western Springs National Bank and Trust, Trustee under Trust Agreement dated February 25, 1997 known as Trust No. 3575 and Drury Inn-Schaumburg, a limited partnership. (Parcel 2A)

