



2131357008D

Doc# 2131357008 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 11/09/2021 10:09 AM PG: 1 OF 8

This Instrument Prepared By:

Douglas E. Wambach, Esq.
Burke, Warren, MacKay & Serritella, P.C.
& Serritella, P.C.
330 North Wabash Avenue
21st Floor
Chicago, IL 60611

Upon Recordation Mail To:

Stacy J. Flanigan, Esq.
Gutnicki LLP
4711 Golf Road, Suite 200
Skokie, Illinois 60076

SPECIAL WARRANTY DEED

157
974
472
639
1244

THIS INDENTURE made this 1st day of November 2021, between **THE CATHOLIC BISHOP OF CHICAGO**, an Illinois corporation sole (the "Grantor"), and **SYM PALOS PARK REALTY LLC**, an Illinois limited liability company (the "Grantee"), WITNESSETH, that the Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, by these presents does GRANT, BARGAIN, SELL AND CONVEY unto the Grantee, and to its successors and assigns, FOREVER, all the following described land, situated in the County of Cook and State of Illinois, known and described as follows, to wit:

SEE EXHIBIT A ATTACHED HERETO

Together with Grantor's reversionary interest in the buildings and improvements located on such land, and

Together with all and singular the 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 above-described premises, with the hereditaments and appurtenances. TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, upon the Grantee, its successors and assigns forever;

And the Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND DEFEND, subject to:

SEE EXHIBITS B AND C ATTACHED HERETO

Permanent Real Estate Index Number: PIN:

Part of 22-25-202-007-0000

Address of real estate:

12220 S. Will Cook Road
Palos Park, Illinois 60464

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IN WITNESS WHEREOF, the Grantor has caused its name to be signed to these presents the day and year first above written.

THE CATHOLIC BISHOP OF CHICAGO,
an Illinois corporation sole

By: *Eric Wollan*
Eric Wollan
Attorney-in-Fact

**EXEMPT UNDER PROVISIONS OF PARAGRAPH B, SECTION 3,
REAL ESTATE TRANSFER ACT.**

November 1, 2021

Eric Wollan

Seller's Representative (Eric Wollan)

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

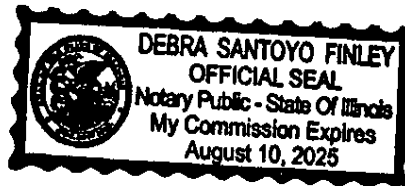
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, certify that Eric Wollan, personally known to me or proven to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act as the attorney-in-fact for The Catholic Bishop of Chicago, an Illinois corporation sole, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 29th day of October 2021.

Debra Santoyo Finley
Notary Public

My Commission Expires: 08-10-2025

SEND SUBSEQUENT TAX BILLS TO:
SYM Palos Park Realty LLC
7257 N. Lincoln Avenue
Lincolnwood, Illinois 60712



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EXHIBIT A
to
Special Warranty Deed

LEGAL DESCRIPTION

THAT PART OF LOT 3 IN HOLY FAMILY VILLA SUBDIVISION LYING EAST OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHWEST CORNER OF LOT 3; THENCE NORTH 88 DEGREES 14 MINUTES 00 SECONDS EAST 561.52 FEET ALONG THE SOUTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING OF THE LINE HEREIN DESCRIBED; THENCE NORTH 00 DEGREES 23 MINUTES 06 SECONDS EAST TO A POINT ON THE SOUTH LINE OF LOT 4 IN HOLY FAMILY VILLA SUBDIVISION AFORESAID, SAID POINT BEING 134.50 EAST OF THE SOUTHWEST CORNER OF SAID LOT 4; (EXCEPT THE FOLLOW DESCRIBED TRACT: BEGINNING AT A NORTHEAST CORNER OF LOT 3 ALSO THE SOUTHEAST CORNER OF LOT 6 IN HOLY FAMILY VILLA SUBDIVISION AFORESAID; THENCE SOUTH 01 DEGREES, 44 MINUTES, 10 SECONDS EAST ALONG THE EAST LINE OF LOT 3 AFORESAID ALSO BEING THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 25-37-11 A DISTANCE OF 105.00 FEET; THENCE SOUTH 88 DEGREES, 14 MINUTES, 00 SECONDS WEST 151.00 FEET; THENCE NORTH 01 DEGREES, 44 MINUTES, 10 SECONDS WEST 105.00 FEET TO A POINT ON A NORTH LINE OF SAID LOT 3 ALSO BEING THE SOUTH LINE OF LOT 6 AFORESAID; THENCE NORTH 88 DEGREES, 14 MINUTES, 00 SECONDS EAST ALONG THE LAST DESCRIBED LINE 151.00 FEET TO THE POINT OF BEGINNING), ALL IN PART OF THE EAST HALF OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN VILLAGE OF PALOS PARK, COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number: PIN: Part of 22-25-202-007-0000

Address of real estate: 12220 S. Will Cock Road
Palos Park, Illinois 60464

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EXHIBIT B
to
Special Warranty Deed

PERMITTED EXCEPTIONS

1. General Real Estate Taxes not yet due and payable.
2. Easements for ingress and egress, construction access, watermain, sewer and utilities in favor of Palos Park Senior Housing, NFP, an Illinois not for profit corporation, as granted in the Ground Lease recorded March 14, 2008 as document no. 0807409022, and the provisions relating thereto.
3. Easements in favor of the Village of Palos Park, its successors and assigns, as granted in the Warranty Deed from the Catholic Bishop of Chicago, recorded December 1, 2006 as document no. 0633591158.
4. Annexation Agreement made by and between the Village of Palos Park, an Illinois Municipal Corporation and the Catholic Bishop of Chicago, a corporation sole of Illinois, recorded June 16, 2006 as document no. 0616734043, and the terms and provisions thereof. Affects the Land and other property.
5. Terms, provisions and conditions of the Ordinance No. 2006-24 Annexing Certain Property common known as the Holy Family Villa Property recorded June 16, 2006 as document no. 0616734045. Affects the Land and other property.
6. Watermain and sanitary sewer easements set forth in the Plat of Easement Grants recorded March 12, 2008 as Document No. 0807222047. Affects the Land and other property.
7. Easement in favor of Commonwealth Edison Company, and its successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Land and other property with electrical service and facilities, together with the right of access to said equipment, and the provisions relating thereto contained in the Grant of Easement by the Catholic Bishop of Chicago and Palos Park Senior Housing, NFP, dated as of March 1, 2008 and recorded March 14, 2008 as document no. 0807422066 and rerecorded March 21, 2008 as document no. 0808116049.

Amendment to Grant of Easement recorded February 24, 2010 as document no. 1005522035. Affects the Land and other property.
8. Easement in favor of Northern Illinois Gas Company doing business as Nicor, and its successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Land and other property with natural gas, together with the right of access to said equipment, and the provisions relating thereto contained in the Grant of Easement: Nicor, by The Catholic Bishop of Chicago dated as of March 1, 2008 and recorded March 14, 2008 as document no.0807422067 and rerecorded as document number 0808116050. Affects the Land and other property.

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9. Easements for sanitary sewer, storm water drainage and pedestrian and vehicular access, ingress and egress as created by the Declaration of Easements made by and between the Catholic Bishop of Chicago, as grantor, and Palos Park Senior Housing, NFP, as grantee, dated as of March 1, 2008 March 14, 2008 as document no. 0807409023.

Amendment thereof, as to the storm water drainage easement, recorded February 24, 2010 as Document No. 1005522034, Affects the Land and other property.
10. Ordinance No. 2012-10 amending Ordinance No. 2006-27, as amended by Ordinance No. 2007-20, and the R-5 Special Development District Planned Unit Development, with a Special Use for Assisted Living Residences and a Nursing Home approved thereby, a copy of which was recorded December 12, 2012 as document no. 1234729032.
11. Rights of the public, the State of Illinois and the municipality in and to those parts of the Land dedicated for Will-Cook Road by the Plat of Dedication recorded March 20, 2008 as document no. 0808022070.
12. Existing unrecorded residency agreements and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
13. Easement in favor of Illinois Bell Telephone Company LLC dba AT&T Illinois, an Illinois corporation, and its affiliates and licensees, successors and assigns, to construct, reconstruct, modify, supplement, maintain, operate and/or remove facilities for the underground transmission of signals used in the provision of communication, video and/or information services and/or any other services or uses for which such facilities may be used including, but not limited to conduit, cables, wires, pedestals or other above-ground cable or wire enclosures, marker posts and signs, and other related or useful equipment, fixtures, appurtenances and facilities, together with the right to have commercial electrical service extended across the property and easement area described therein to provide service to such facilities and the right of ingress and egress across the property and the easement area for the purpose of access to and use of the easement granted therein, contained in the Illinois Bell Telephone Company LLC dba AT&T, IL General Easement made by The Catholic Bishop of Chicago, an Illinois corporation sole, recorded October 14, 2021 as Document No. 2128722034. For exact location, see document. (Affects the Land and other property.)
14. Easements for ingress and egress set forth in the Access Easement Agreement recorded Nov. 9, 2021 as Document No. 2131357009, made by and between The Catholic Bishop of Chicago, an Illinois corporation sole, and Palos Park Senior Housing, NFP, an Illinois not-for-profit corporation, and the provisions relating thereto. (For location, see document.)

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EXHIBIT C
to
Special Warranty Deed

RESTRICTIONS

Grantee agrees and covenants the following ("Use Restrictions"):

- a. It will not use nor permit the use of the name "Roman Catholic Church" or "The Catholic Bishop of Chicago" or any derivative of the aforementioned in connection with any operations or activities on the subject Property unless Grantee obtains Grantor's prior written consent.
- b. It will not use, permit others to use or lease or otherwise transfer the use of the subject Property or any portion thereof to any person who uses or will use the Property or any portion thereof as a facility in which:
 - i. Research, performance, advocacy or counseling in favor of any of the following are conducted:
 1. Abortion;
 2. Sterilization;
 3. In vitro fertilization;
 4. Surrogate motherhood;
 5. Experimentation on human embryos;
 6. Destruction of human embryos;
 7. Human cloning;
 8. Gender reassignment;
 9. Stem cell research where the source of stem cells is either human embryos or fetal tissues and organs from induced abortions;
 10. Euthanasia;
 11. Assisted suicide;
 12. Death by means other than natural causes;
 - ii. Distribution or retail sales of artificial contraception occur; provided, however, this prohibition shall not apply where such distribution or sales are incidental to gross revenues generated by the facility or to the value of an organization's goods and services;
 - iii. Satanism, atheism, recourse to mediums, palm-reading, astrology or related activities are advocated;
 - iv. Pornographic media is sold or rented;
 - v. A restaurant, bar or club that encourages or requires personnel to be shirtless or to wear provocative clothing or a uniform that a reasonable person considers to be sexually offensive, (e.g., so-called hot pants, shorts not

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covering the entire buttocks, tight fitting or otherwise revealing tank tops or halter tops);

- vi. Live performances or escort services directed to an adult audience rather than a general audience are operated or conducted; or
- vii. Drug paraphernalia related to illegal narcotics are sold.

In the event Grantee or its successors and assigns fail to comply with any of the Use Restrictions, Grantor may pursue any and all remedies available at law or in equity, including but not limited to the right to obtain temporary, preliminary, and permanent injunctive relief to restrain and enjoin violations of the covenants without requirement of bond. Grantor shall have the right to all costs and expenses, including attorney's fees incurred in the enforcement or defense of these Use Restrictions, and any other damages suffered by Grantor as a result of any breach of these Use Restrictions.

Grantee on behalf of itself and its successors and assigns in title waives any claims and defenses as to the enforceability or unenforceability of the abovementioned Use Restrictions.

In the event that any of the above and separate and distinct Use Restrictions or the application thereof shall be deemed invalid or unenforceable under applicable law, such determination shall in no manner affect the other Use Restrictions, which shall remain in full force and effect as if the restriction deemed invalid or unenforceable were not originally a part of this Section.

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22-25-202-007-0000

20211001623015

1-629-680-784

COUNTY:	1,972.50
ILLINOIS:	0.00
TOTAL:	1,972.50

Property of Cook County Clerk's Office