

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Clerk  
Date: 01/14/2022 06:39 AM Pg: 1 of 6

This document was prepared by  
and after recording mail to:

Gozdecki, Del Giudice, Americus,  
Farkas & Brocato LLP  
Attn: Meghan E. White  
One East Wacker Drive, Suite 1700  
Chicago, Illinois 60601

Dec ID 20211201675008  
ST/CO Stamp 0-141-371-024 ST Tax \$635.00 CO Tax \$317.50

Send subsequent tax bills to:

Ameritus HC Owner, LLC  
Attn: Joanne Doll  
121 West Wacker Drive, Suite 1220  
Chicago, Illinois 60601

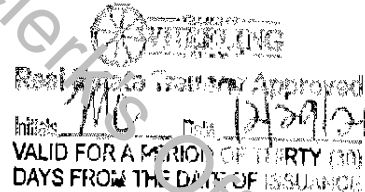
COM 202108 LR  
LRD

## WARRANTY DEED

Grantor, **355-357 Inland Drive LLC, an Illinois limited liability company** of the County of Cook, State of Illinois, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, CONVEY(S) and WARRANT(S) to Grantee, **AMERITUS HC OWNER, LLC, a Delaware limited liability company**, of 121 West Wacker Drive, Suite 1220, Chicago, Illinois 60601, the following described real estate situated in the County of Cook in the State of Illinois, to wit:

See attached Exhibit A for legal description.

Subject to those exceptions set forth on attached Exhibit B.



PIN: 03-12-300-141-0000

Address of Real Estate: 355 Inland Drive, Wheeling, Illinois 60090

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Dated as of the 23 day of DECEMBER, 2021

(SIGNATURE PAGE FOLLOWS)



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## EXHIBIT A

### LEGAL DESCRIPTION

355 INLAND DRIVE, WHEELING, ILLINOIS

PARCEL 1:

THAT PART OF LOT 1 IN HENRY GRANDT AND OTHERS SUBDIVISION OF PART OF SECTIONS 12 AND 13, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29, 1923 AS DOCUMENT NUMBER 7790590, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 244.12 FEET EAST AND 323.83 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 1, AS MEASURED ALONG THE SOUTH LINE THEREOF AND ALONG A LINE AT RIGHT ANGLES THERETO (THE SOUTH LINE OF SAID LOT 1 HAVING AN ASSUMED BEARING OF T OF EAST-WEST FOR THIS LEGAL DESCRIPTION); THENCE SOUTH 08 DEGREES 56 MINUTES 00 SECONDS EAST, 62.75 FEET; THENCE SOUTH 81 DEGREES 04 MINUTES 00 SECONDS WEST, 10.58 FEET; THENCE NORTH 08 DEGREES 56 MINUTES 00 SECONDS WEST, 6.00 FEET; THENCE SOUTH 81 DEGREES 04 MINUTES 00 SECONDS WEST, 22.21 FEET; THENCE NORTH 38 DEGREES 56 MINUTES 00 SECONDS WEST, 11.55 FEET; THENCE SOUTH 81 DEGREES 04 MINUTES 00 SECONDS WEST, 4.56 FEET; THENCE NORTH 08 DEGREES 56 MINUTES 00 SECONDS WEST, 4.66 FEET; THENCE NORTH 53 DEGREES 56 MINUTES 00 SECONDS WEST, 14.62 FEET; THENCE NORTH 08 DEGREES 56 MINUTES 00 SECONDS WEST, 11.08 FEET; THENCE NORTH 36 DEGREES 04 MINUTES 00 SECONDS EAST, 14.62 FEET; THENCE NORTH 81 DEGREES 04 MINUTES 00 SECONDS EAST, 4.66 FEET; THENCE NORTH 08 DEGREES 56 MINUTES 00 SECONDS WEST, 4.56 FEET; THENCE NORTH 51 DEGREES 04 MINUTES 00 SECONDS EAST, 11.55 FEET; THENCE NORTH 81 DEGREES 04 MINUTES 00 SECONDS EAST, 28.46 FEET, TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, PARKING AND UTILITIES FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE INSTRUMENT DATED JUNE 9, 1988 AND RECORDED JUNE 10, 1988 AS DOCUMENT NO. 88253526.

PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN INSTRUMENT DATED SEPTEMBER 1, 1978 AND RECORDED OCTOBER 12, 1978 AS DOCUMENT NO. 24666972 AS AMENDED BY AGREEMENT RECORDED MAY 14, 1980 AS DOCUMENT NO. 25456482.

PARCEL 4:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR PARTY WALLS, INGRESS AND EGRESS AS CREATED BY THE AMENDMENT AND RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, PARTY WALLS AND EASEMENT DATED JUNE 9, 1988 AND RECORDED JUNE 10, 1988 AS DOCUMENT NO. 88253528 AND BY SUPPLEMENTAL DECLARATION RECORDED DECEMBER 20, 1989 AS DOCUMENT NO. 89608946.

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## EXHIBIT B

### PERMITTED EXCEPTIONS

1. Taxes for the year(s) 2021  
2021 taxes are not yet due or payable.
2. Memorandum of lease made by Harris Trust and Savings Bank, a corporation of Illinois, as Trustee under trust agreement dated November 2, 1979 and known as trust number 40017 to Harris Trust and Savings Bank, a corporation of Illinois, as Trustee under trust agreement dated July 29, 1980 and known as trust number 40667 dated March 15, 1981 and recorded March 16, 1981 as document number 25806846 demising the Land for a term of years commencing March 1, 1981 and terminating February 28, 2081 and all rights thereunder of, and all acts done or suffered thereunder by, said lessee or by any party claiming by, through, or under said Lessee.  
  
(affects common areas)
3. Rights of tenants in possession, as tenants only, under existing unrecorded leases, identified in the rent roll attached to the plat statement dated ~, none of which contain any rights of first refusal, or options to purchase or rights of first offer and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
4. Notice of storm water detention requirements recorded May 8, 1978 as document number 24437086.
5. Annual Maintenance Assessment of Wheeling Drainage District No. 1 under law docket no. 266337co book 402 page 421.
6. Grant of easement recorded October 12, 1978 as document number 24666972 and as amended by Easement Agreement recorded May 14, 1980 as document number 25456482 to include easements for parking and maintenance of the same made by and between Harris Trust and Savings Bank, a corporation of Illinois, as Trustee under trust agreement dated November 10, 1977, known as trust number 38086 and Wheeling Trust and Savings Bank, as Trustee under trust agreement dated October 21, 1978, known as trust number 631 and 632 over the Land and other property for the purpose of ingress and egress to and from Wolf Road for pedestrian and vehicular traffic, for the installation of advertising signs and for installation, maintenance, repair and continued use of utility lines.  
  
(affects the Land and other property)
7. Easement, if any, granted to Public Service Company for maintenance of poles and wires as referred to in warranty deed from Joseph R. Lauletta, Jr. and Sigrid A. Lauletta, his wife to Fred Williams Wolf and Marie Wolf, dated January 2, 1948 and recorded January 6, 1948, as Document Number 14225562  
  
(Affects parcels 4 and 5)
8. Easement, if any, granted to Public Service Company for maintenance of poles and wires as referred to in the Agreement dated December 20, 1950 as Document 14978151.  
  
(Affects Parcels 4 and 5)
9. Grant recorded October 31, 1960 as Document 18004038 made by Arthur Clesen and Mary Ann Clesen, his wife, to Northern Illinois Gas Company, its successors and assigns, of the right to lay, maintain, operate, renew and remove a gas main and other necessary gas facilities in, upon, under, and along the East side of the public highway known as Wolf Road which extends along the West side of or through the West 1207.80 feet of Lot 1.
10. Terms, provisions, conditions and limitations set forth in a Cooperating Association Agreement made by and between Harris Trust and Savings Bank as Trustee under Trust Agreement dated December 26, 1986 known as Trust Number 43884 and the Twin Oaks Owners Association, a copy of which was recorded as Document 90083585 amended by Document 90113001.  
  
Plan and agreement of merger between the Oaks Owners Association and Twin Oaks Owners Association recorded June 19, 2020 as Document 2017108028.  
  
Amended and Restated Declaraton of by-laws of the Oaks Owners Association recorded July 21, 2020 as Document 2020316031.

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11. Watermain and Sanitary Sewer Easement recorded October 15, 1980, as Document Number 25624541
12. Easement as created by Grant recorded January 23, 1980 as Document 25332747 to the Commonwealth Edison Company.
13. Grant of easement to Public Service Company of Northern Illinois for gas mains on Milwaukee Avenue as created by instrument recorded as Document 5425704.  
  
(Affects Parcel 5)
14. Public Utility easement and covenants, Conditions and Restrictions Therein Contained recorded on February 17, 1981 as document numbers 25775992, 25786797, 26329652, 26348021 (modified by instrument recorded as document no. 26466737), 26462004, 26462005, 26845284 and 86000862.
15. Covenants, conditions, easements and restrictions including assessments contained in instruments recorded as Documents 88253527, 88253528, 89608946 and 90083585.  
  
Note: said instrument contains no provision for a forfeiture of or reversion of title in case of breach of condition.
16. Terms, provisions, conditions and limitations of the agreement made by and between Harris Trust and Savings Bank, a corporation of Illinois, as Trustee under Trust Agreement dated July 29, 1980 and known as Trust Number 40667 and Harris Trust and Savings Bank, a corporation of Illinois, as Trustee under Trust Agreements dated July 29, 1980 and known as Trust Nos. 40554 and 40672 dated March 15, 1981 and recorded March 16, 1981 as Document 25806847, and amended by Document 88253527, to provide party wall rights, easements and covenants and restrictions.  
  
(Affects the Land and other property)
17. Easement Agreement recorded as document no. 88253526 by and between American National Bank and Trust Company of Chicago as Trustee under Trust agreement dated March 16, 1988 known as Trust Number 104904-07 and Harris Trust and Savings Bank as Trustee under Trust Number 40985 for parking, vehicular and pedestrian ingress and egress, and maintenance of utility facilities over and upon part of the Land and other property.
18. Terms, provisions and conditions contained in the Plat of Annexation to the Wheeling Park District recorded December 22, 2003, as Document Number 0335639064 and December 29, 2003, as Document Number 36344119
19. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for Milwaukee Avenue and Wolf Road.  
  
(Affects Parcel 4)

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## APPLICATION FOR REAL ESTATE TRANSFER Required for all Real Estate transactions recorded by the Recorder of Deeds.

Section 15.1 0 of the Wheeling Municipal Code, establishing policies for the transfer of Real Estate, requires anyone who sells or transfers real estate to pay any water, sewer, garbage fees, local ordinance fines, citations and penalties related thereto in full before a transfer stamp will be issued.

### PROCESS TO OBTAIN TRANSFER STAMP:

1. The seller submits an application for real estate transfer by email ([waterbilling@wheelingil.gov](mailto:waterbilling@wheelingil.gov)) or regular mail seven (7) days before closing to allow sufficient time to obtain a final meter reading (when required).
2. The Village performs an electronic final reading three (3) days before closing.
3. Between two (2) days before closing and the day after closing, the seller is required to do the following:
  - a. Contact the Village for any monies due to the Village.
  - b. Supply payment (cash, credit card, cashier's check, or certified check) and bring the original deed into Village Hall to be stamped. PERSONAL CHECKS ARE NOT ACCEPTED. Original deeds can be mailed to the Village with a pre-paid return envelope.

Please note that if this property does not close as scheduled, the seller or seller's agent must notify the Village of Wheeling.

### Submit applications in person, by mail, or email to:

VILLAGE OF WHEELING  
2 Community Boulevard, Wheeling, IL 60090  
PHONE: (847) 459-2607 EMAIL: [waterbilling@wheelingil.gov](mailto:waterbilling@wheelingil.gov)

### CHECK ONE:

WARRANTY DEED       QUIT CLAIM DEED       OTHER \_\_\_\_\_

SELLER'S NAME (GRANTOR): 355-357 Inland Drive LLC

SERVICE ADDRESS: 355 Inland Drive, Wheeling, Illinois 60090

PIN NUMBER: 03-12-300-141-0000      CLOSING DATE: 01/04/2022

BUYER'S NAME (GRANTEE): Ameritus HC Owner, LLC, a Delaware limited liability company  
\*Provide contact information for the buyer. This information will go onto their Utility bill account.

BUYER'S PHONE #: 312-332-9920

BUYER'S EMAIL ADDRESS: bnummy@askameritus.com

SELLER'S ATTORNEY/AGENT EMAIL: Joseph A. La Zara - nbermudez@lazara.com

I REQUEST THE VILLAGE OF WHEELING OBTAIN A FINAL READING (IF REQUIRED) AT MY SERVICE ADDRESS & NOTIFY ME OF ANY & ALL AMOUNTS DUE.

SIGNED: Joseph La Zara      DATE: 12/17/2021  
(Seller or Seller's Representative)

### THE FOLLOWING IS FOR OFFICE USE ONLY:

Final Reading \$ \_\_\_\_\_ Local Ordinance Fines \$ \_\_\_\_\_ Other Charges \$ \_\_\_\_\_

TOTAL AMOUNT DUE: \$ \_\_\_\_\_