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Doc# 2222113151 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 08/09/2022 10:37 AM Pg: 1 of 7

Dec ID 20220701695162
ST/CO Stamp 0-074-842-704 ST Tax \$800.00 CO Tax \$400.00
City Stamp 0-261-243-472 City Tax: \$8,400.00

41072005(1) SPACE ABOVE THIS LINE FOR RECORDING DATA

GIT

Prepared by and Return to:
TerraPact Assets, LLC
1500 District Avenue
Burlington, MA 01803
Attn: Patrick Fitzpatrick

Send Tax Bill to:
TerraPact Assets, LLC
109 Westpark Drive, Suite 440
Brentwood, TN 37027

APN: 25-08-200-006-0000

WARRANTY DEED

THIS WARRANTY DEED is made effective as of the 29th day of July, 2022 by CBA Partners LLC, an Illinois limited liability company and Christos Athanasopoulos, an individual (collectively, "Grantor"), with a mailing address of 875 N. Michigan Ave, Suite 3218, Chicago, IL 60611, and TerraPact Assets, LLC, a Delaware limited liability company ("Grantee"), with a mailing address of 109 Westpark Drive, Suite 440, Brentwood, TN 37027.

WHEREAS, Grantor is the owner of that certain real property known and numbered as 1147 W 95th Street, Chicago, IL (street address provided for informational purposes only) and more particularly described on Exhibit A attached hereto, (the foregoing hereinafter referred to as the "Property"); and

WHEREAS, Grantor currently leases the Property to third parties pursuant to the terms of that (i) certain Site Agreement dated August 27, 1997, originally by and between A.M. Investments Company, predecessor-in-interest to Seller as Owner, and PrimeCo Personal Communications, L.P, predecessor-in-interest to VB Midwest I LLC, a Delaware limited liability company ("Vertical"), as PrimeCo, as amended by that certain First Amendment to Site Agreement dated March 8, 2016, by and between Christos Athanasopoulos (as to an undivided one-half interest), Constance Marinakis (as to an undivided one-fourth interest) and Stacy Marinakis (as to an undivided one-fourth interest) and Vertical (as amended, collectively, the "Vertical Lease"); (ii) that certain Option and Site Lease Agreement effective as of October 1, 1998, originally by and between Betty Blassios, as Trustee under Trust Agreement dated March 25, 1998 and known as Trust Number 2001, predecessor-in-interest to Seller as Landlord, and AT&T Wireless PCS, Inc., a Delaware corporation by Wireless PCS, Inc., as Tenant, as amended by that certain First Amendment to Option and Site Lease Agreement dated December 29, 2020 (as amended, collectively, the "AT&T Lease"); and (iii) that certain Clear Channel Outdoor Lease Agreement #28350 dated May 11, 2007, originally by and between A.M. Investments Company, as Landlord, and Clear Channel Outdoor, Inc., a Delaware corporation, as Tenant, as amended by that certain Amendment to Lease Agreement entered into and made effective April 22, 2009 and as further amended by that certain Amendment to Lease made effective November 5, 2017 (as amended, collectively, the "Clear Channel Lease" and together with the Vertical Lease and the AT&T Lease, the "Current Agreements"); and

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WHEREAS, Grantor desires to assign to Grantee all of its right, title, and interest under the Current Agreements, including Grantor's right to collect any rent or other consideration thereunder, and Grantee desires to assume such right, title, and interest under the Current Agreements; and

WHEREAS, Grantor hereby intends to convey to Grantee and Grantee intends to receive from Grantor, all of Grantor's right, title and interest in the Property.

NOWHEREFORE, the parties agrees as follows:



THAT GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, conveys, remises, releases and transfers unto Grantee, its successors and assigns the Property, together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.


Effective as of the day and year first written above, Grantor hereby assigns, transfers, and sets over unto Grantee all of the right, title and interest of Grantor in, to and under the Current Agreements. Grantee hereby assumes and accepts the foregoing assignment and assumes and agrees to keep, observe and perform all of the terms, covenants, agreements, conditions and obligations contained in the Current Agreements on the part of the Grantor to be kept, observed and performed with the same force and effect as if the Grantee instead of Grantor had originally signed the Current Agreements. Grantor hereby acknowledges that there currently exists no default under the Current Agreements, and no conditions exist that, with the passage of time, would constitute defaults under the Current Agreements. Grantor hereby agrees to indemnify and agrees to hold Grantee and its affiliates, subsidiaries, related corporations, related partnerships, officers, directors, employees and agents harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) arising out of or related to the Current Agreements which relate to any period prior to the date of this assignment.

TO HAVE AND TO HOLD unto Grantee, and Grantee's successors and assigns, forever.

Grantor does hereby warrant that it will defend Grantee against the lawful claims of all persons claiming by, through or under Grantor, but against none other, and further subject to all claims arising under or by virtue of the permitted exceptions identified on Exhibit A attached hereto (the "Permitted Exceptions").

[Signature on next page]

REAL ESTATE TRANSFER TAX		02-Aug-2022
	COUNTY:	400.00
	ILLINOIS:	800.00
	TOTAL:	1,200.00
25-08-200-006-0000 20220701695162 0-074-842-704		

REAL ESTATE TRANSFER TAX		02-Aug-2022
	CHICAGO:	6,000.00
	CTA:	2,400.00
	TOTAL:	8,400.00 *
25-08-200-006-0000 20220701695162 0-261-243-472		

* Total does not include any applicable penalty or interest due.

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IN WITNESS WHEREOF, the Grantor has executed this Warranty Deed under seal as of the day and year set forth below.

GRANTOR:

CBA Partners LLC,
an Illinois limited liability company

Signature: Betty Athanassopoulos
Print Name: Betty Athanassopoulos
Title: Manager
Date: 7/22/22

ACKNOWLEDGEMENT

State of IL
County of Cook

On this 22 day of July, 2022, before me, D Imundo the undersigned Notary Public, personally appeared Betty Athanassopoulos, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
D Imundo

Notary Public
Print Name: D Imundo
My commission expires: 5/16/23



[Signatures Continue on Following Page]

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GRANTOR:

Signature: *Christos Athanasopoulos*
Print Name: **Christos Athanasopoulos**
Date: 7/12/22

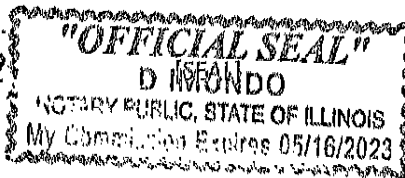
ACKNOWLEDGEMENT

State of IL
County of Cook

On this 12 day of July, 2022, before me, D Imundo the undersigned Notary Public, personally appeared Christos Athanasopoulos personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: D Imundo
My commission expires: 5/16/23



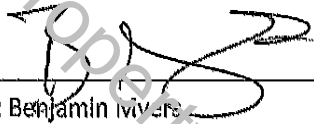
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GRANTEE JOINDER TO GENERAL WARRANTY DEED

Grantee hereby joins in the execution of this Warranty Deed for the sole purpose of agreeing to the assignment of the Current Agreements, as set forth hereinabove. Other than the foregoing, Grantee makes no representations or warranties with respect to the contents of this Warranty Deed.

GRANTEE:

TerraPact Asset, LLC,
a Delaware Limited liability company

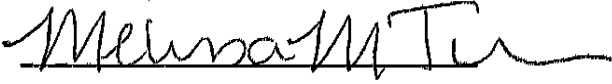
Signature: 
Print Name: Benjamin Myers
Title: Chief Executive Officer
Date: 7/28/22

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts
County of Middlesex

On this 28 day of July, 2022, before me, Melissa Turner the undersigned Notary Public, personally appeared Benjamin Myers, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public
Print Name: Melissa M Turner
My commission expires: 3/05/27

[SEAL]



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EXHIBIT A to WARRANTY DEED

DESCRIPTION OF THE LAND

LOT 10 (EXCEPT THAT PART THEREOF LYING NORTH OF A LINE 54 FEET SOUTH OF AND PARALLEL TO NORTH LINE OF SAID SECTION 8) IN BLOCK 1 IN HETT, LYNCH AND WELP'S VINCENNES AVENUE ADDITION TO WASHINGTON HEIGHTS, A SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, ALL IN COOK COUNTY, ILLINOIS

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EXHIBIT B to WARRANTY DEED

PERMITTED EXCEPTIONS

None

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