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22237101700

Doc# 2223710170 Fee \$71.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 08/25/2022 03:54 PM PG: 1 OF 11

This instrument prepared by:
Neal Gerber & Eisenberg LLP
2 N LaSalle Street, Suite 1700
Chicago, IL 60602
Attn: Douglas Ellis, Esq.

After recording return to:
Greenberg Traurig, LLP
77 West Wacker Drive
Suite 3100
Chicago, IL 60601
Attn: Michael J. Paum

Send future tax bills to:
CR Cicero, LLC
c/o Continental Realty Corporation
Attn: Accounting Department
1427 Clarkview Road, Ste 500
Baltimore, MD 21209

Cmnt. No.: 1114086

SPECIAL WARRANTY DEED

For the consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations received, DIMUCCI DEVELOPMENT CORPORATION OF CICERO II, an Illinois corporation ("DDC II") and DIMUCCI COMPANY OF CICERO III, an Illinois corporation ("DC III"; and together with DDC II, each a "Grantor" and collectively, the "Grantors"), each having an address of 285 West Dundee Road, Palatine, Illinois 60074, does hereby grant, bargain, sell, transfer and convey to CR CICERO, LLC, an Illinois limited liability company ("Grantee"), each Grantor's respective portions of the following described real property (the "Property") situated in Cook County, Illinois, together with all of the buildings, structures, fixtures, facilities, installations and other improvements of every kind and description now or hereafter located on the Property and owned by each Grantor and all easements, covenants, rights, privileges, tenements, entitlements, appurtenances and hereditaments appurtenant thereto and all right, title and interest of such Grantor in and to any land lying in the bed of any street, alley, road or avenue (whether open, closed or proposed) within, in front of, behind or otherwise adjoining the Property or any of it:

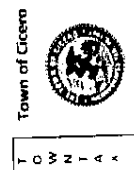
SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO: the permitted exceptions set forth on Exhibit B attached hereto and by this reference made a part hereof.

07351N.0001:34097921.5

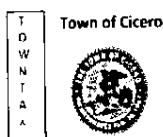
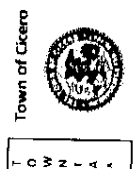
Real Estate Transfer Tax
\$2,150.00
Payment Type: Check
Compliance #: 2022-VOC1MNH

Address: 3017 S CICERO AVE
Date: 08/24/2022
Stamp #: 2022-8993
By: mjohnson

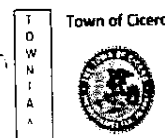


Real Estate Transfer Tax
\$10,000.00
Payment Type: Check
Compliance #: 2022-54319M6

Address: 2903 S CICERO AVE
Date: 08/24/2022
Stamp #: 2022-8997
By: mjohnson



Address: 2903 S CICERO AVE	Real Estate Transfer Tax
Date: 08/24/2022	\$11,600.00
Stamp #: 2022-9000	Payment Type: Check
By: mjohnson	Compliance #: 2022-BB79KKND





Address: 3017 S CICERO AVE	Real Estate Transfer Tax
Date: 08/24/2022	\$2,150.00
Stamp #: 2022-9071	Payment Type: Check
By: mjohnson	Compliance #: 2022-2Y3ST91D


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TO HAVE AND TO HOLD the Property aforesaid together with all of the buildings, structures, fixtures, facilities, installations and other improvements of every kind and description now or hereafter located on the Property and owned by the applicable Grantor and all easements, covenants, rights, privileges, tenements, entitlements, appurtenances and hereditaments thereto belonging or in any wise appertaining unto Grantee and unto Grantee's successors and assigns forever, each Grantor hereby covenanting that the Property hereby conveyed by it is free and clear from any encumbrances done or suffered by such Grantor other than the permitted exceptions on Exhibit B; and that such Grantor will warrant and defend the title to the Property hereby conveyed by it unto Grantee and Grantee's successors and assigns forever against the lawful claims and demands of all persons claiming by, through or under such Grantor, but not otherwise.


[signature pages follow]


T O W N I A A	Town of Cicero	Address: 3027 S CICE40 AVE Date: 08/24/2022 Stamp #: 2022-8997 By: mjohnson	Real Estate Transfer Tax <u>\$4,301.00</u> <u>Payment Type: Check</u> <u>Compliance #:</u> <u>2022-G4L60GFJ</u>
			

T O W N I A A	Town of Cicero	Address: 3029 S CICE40 AVE Date: 08/24/2022 Stamp #: 2022-8991 By: mjohnson	Real Estate Transfer Tax <u>\$10,000.00</u> <u>Payment Type: Check</u> <u>Compliance #:</u> <u>2022-90WCC966</u>
			

T O W N I A A	Town of Cicero	Address: 3039 S CICE40 AVE Date: 08/24/2022 Stamp #: 2022-8973 By: mjohnson	Real Estate Transfer Tax <u>\$4,171.00</u> <u>Payment Type: Check</u> <u>Compliance #:</u> <u>2022-6MQDB5K9</u>
			

T O W N I A A	Town of Cicero	Address: 3031 S CICE40 AVE Date: 08/24/2022 Stamp #: 2022-9013 By: mjohnson	Real Estate Transfer Tax <u>\$93,000.00</u> <u>Payment Type: Check</u> <u>Compliance #:</u> <u>2022-GZN15TN7</u>
			

T O W N I A A	Town of Cicero	Address: 2915 S CICE40 AVE Date: 08/24/2022 Stamp #: 2022-8996 By: mjohnson	Real Estate Transfer Tax <u>\$4,301.00</u> <u>Payment Type: Check</u> <u>Compliance #:</u> <u>2022-5X6TBDCF</u>
			

T O W N I A A	Town of Cicero	Address: 3003 S CICE40 AVE Date: 08/24/2022 Stamp #: 2022-8995 By: mjohnson	Real Estate Transfer Tax <u>\$10,000.00</u> <u>Payment Type: Check</u> <u>Compliance #:</u> <u>2022-1G1353V6</u>
			

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IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed as of this 27 day of July, 2022. Effective as of this 23rd day of August, 2022

GRANTOR:

DIMUCCI DEVELOPMENT CORPORATION OF
CICERO II, an Illinois corporation

By: [Signature]
Name: Joseph DiMucci
Title: President

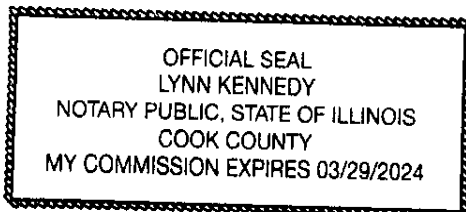
STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

On this 27 day of July, 2022, before me, a Notary Public within and for said County, personally appeared Joseph DiMucci, to me personally known, being first by me duly sworn, did say that he is the President of DiMucci Development Corporation of Cicero II, an Illinois corporation and that said instrument was signed on behalf of said companies with due authority and acknowledge said instrument to be his free and voluntary deed and the free and voluntary deed of said entity.

DATED this 27 day of July, 2022.



[Signature]
Notary Public

My Commission Expires: 3-29-2024

[SIGNATURE PAGE TO SPECIAL WARRANTY DEED – CICERO II]

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IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed as of this 27 day of July, 2022. Effective as of this 23rd day of August, 2022.

GRANTOR:

DIMUCCI COMPANY OF CICERO III, an Illinois corporation

By: *Joseph DiMucci*
Name: Joseph DiMucci
Title: President

STATE OF ILLINOIS)

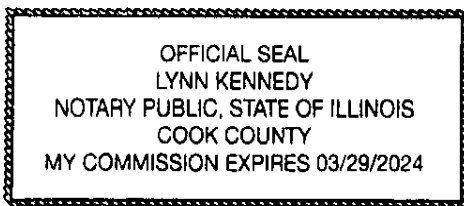
SS

COUNTY OF COOK)

On this 27 day of July, 2022, before me, a Notary Public within and for said County, personally appeared Joseph DiMucci to me personally known, being first by me duly sworn, did say that he is the President of DiMucci Company of Cicero III, an Illinois corporation, and that said instrument was signed on behalf of said companies with due authority and acknowledge said instrument to be his free and voluntary deed and the free and voluntary deed of said entity.

DATED this 27 day of July, 2022.

Lynn Kennedy
Notary Public



My Commission Expires: 3-29-2024

[SIGNATURE PAGE TO SPECIAL WARRANTY DEED – CICERO III]

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EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Cicero, County of Cook, State of Illinois, described as follows:

PARCEL 1:

LOTS 1, 2, 3, 4, AND 6 IN CICERO MARKETPLACE PHASE 3 SUBDIVISION, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 2003 AS DOCUMENT 0329732151, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 2 IN HUMBLE SUBDIVISION, A RESUBDIVISION OF LOTS 1, 2 AND PART OF LOT 3 IN OWNER'S SUBDIVISION TOGETHER WITH THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 11, 1997 AS DOCUMENT 97499748 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2, THENCE SOUTH 89 DEGREES 06 MINUTES 52 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 2, 235.71 FEET TO THE EXTERIOR WALL OF A BUILDING FOR A POINT OF BEGINNING; THENCE NORTH 01 DEGREE 26 MINUTES 24 SECONDS WEST ALONG SAID BUILDING WALL, 22.76 FEET TO A BUILDING CORNER; THENCE SOUTH 88 DEGREES 33 MINUTES 36 SECONDS WEST ALONG A BUILDING WALL 50.00 FEET TO A BUILDING CORNER; THENCE NORTH 01 DEGREE 26 MINUTES 24 SECONDS WEST ALONG A BUILDING WALL, 65.00 FEET TO A BUILDING CORNER; THENCE SOUTH 88 DEGREES 33 MINUTES 36 SECONDS WEST ALONG A BUILDING WALL, 100.00 FEET TO A BUILDING CORNER; THENCE SOUTH 01 DEGREE 26 MINUTES 24 SECONDS EAST ALONG A BUILDING WALL, 86.31 FEET TO THE SOUTH LINE OF LOT 2 AFORESAID; THENCE NORTH 89 DEGREES 06 MINUTES 52 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 2, 150.01 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY ILLINOIS.

PARCEL 3:

EASEMENTS FOR THE BENEFIT OF PARCELS 1 AND 2 AS SET FOR AND DEFINED IN OPERATION AND EASEMENT AGREEMENT RECORDED APRIL 27, 1995 AS DOCUMENT 95278936 AND AMENDED BY DOCUMENT RECORDED SEPTEMBER 20, 1996 AS DOCUMENT 96723367.

PARCEL 4:

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EASEMENTS FOR THE BENEFIT OF PARCEL 2 AS SET FORTH AND DEFINED IN CROSS ACCESS EASEMENT RECORDED MARCH 9, 1995 AS DOCUMENT 95158268 AND AMENDED BY DOCUMENT RECORDED SEPTEMBER 20, 1996 AS DOCUMENT 96723368.

PARCEL 5:

LOT 2 IN HUMBLE SUBDIVISION, A RESUBDIVISION OF LOTS 1, 2 AND PART OF LOT 3 IN OWNER'S SUBDIVISION TOGETHER WITH THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 11, 1997 AS DOCUMENT 97499748 IN COOK COUNTY ILLINOIS; EXCEPT THAT PART DESCRIBED AS FOLLOWS:

THAT PART OF LOT 2 IN HUMBLE SUBDIVISION, A RESUBDIVISION OF LOTS 1, 2 AND PART OF LOT 3 IN OWNER'S SUBDIVISION TOGETHER WITH THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 11, 1997 AS DOCUMENT 97499748 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES 06 MINUTES 52 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 2, 235.71 FEET TO THE EXTERIOR WALL OF A BUILDING FOR A POINT OF BEGINNING; THENCE NORTH 01 DEGREES 26 MINUTES 24 SECONDS WEST ALONG SAID BUILDING WALL, 22.76 FEET TO A BUILDING CORNER; THENCE SOUTH 88 DEGREES 33 MINUTES 36 SECONDS WEST ALONG A BUILDING WALL 50.00 FEET TO A BUILDING CORNER; THENCE NORTH 01 DEGREE 26 MINUTES 24 SECONDS WEST ALONG A BUILDING WALL, 65.00 FEET TO A BUILDING CORNER; THENCE SOUTH 88 DEGREES 33 MINUTES 36 SECONDS WEST ALONG A BUILDING WALL, 100.00 FEET TO A BUILDING CORNER; THENCE SOUTH 01 DEGREE 26 MINUTES 24 SECONDS EAST ALONG A BUILDING WALL, 86.31 FEET TO THE SOUTH LINE OF LOT 2 AFORESAID; THENCE NORTH 89 DEGREES 06 MINUTES 52 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 2, 150.01 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY ILLINOIS.

PARCEL 6:

LOT 3 IN HUMBLE SUBDIVISION, BEING A SUBDIVISION OF LOTS 1, 2 AND 3 (EXCEPT THE SOUTH 50 FEET THEREOF) IN OWNER'S SUBDIVISION OF THE WEST 1/4 (EXCEPT THE WEST 33 FEET THEREOF) OF THE NORTHWEST 1/4 THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE WEST 2 ACRES OF THE EAST 3/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PARCELS OF LANDS IN THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL

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MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 11, 1997 AS
DOCUMENT 97499748 IN COOK COUNTY ILLINOIS.

Property Address: 2903, 2925, 2945, 3003, 3017, 3021, 3027, 3029, 3031, and 3039 S. Cicero
Avenue, Cicero, Illinois

PINS: 16-27-306-051-0000; 16-27-306-053-0000; 16-27-306-054-0000; 16-27-306-055-0000;
16-27-306-057-0000; 16-27-306-059-0000; 16-27-306-060-0000; 16-27-306-061-0000;
and 16-27-306-062-0000

REAL ESTATE TRANSFER TAX

23-Aug-2022



COUNTY:	7,583.75
ILLINOIS:	15,167.50
TOTAL:	22,751.25

16-27-306-053-0000

| 20220801696664 | 0-630-377-040

Property of Cook County Clerk's Office

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EXHIBIT B

PERMITTED EXCEPTIONS

1. General real estate taxes for the year(s) 2021 (Final Installment), 2022 and subsequent years.
2. Terms, provisions and conditions contained in Lease by and between DiMucci Company of Cicero III, Lessor, and Ihop Realty Corp., Lessee, dated June 16, 2003 as disclosed by a Short Form of Lease recorded October 1, 2003 as document 0327439177, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee.
3. Terms, provisions and conditions contained in Lease by and between DiMucci Company of Cicero III, Lessor, and Ralph's Grocery Company, Lessee, dated September 25, 2003 as disclosed by a Memorandum of Lease recorded October 24, 2003 as document 0329732152, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee. As affected by Right of First Refusal as contained in Memorandum of Lease recorded October 24, 2003 as document 0329732152, and the terms and provisions contained therein.
4. Terms, provisions and conditions contained in Lease by and between DiMucci Development Corporation of Cicero II, Lessor, and Ross Dress for Less, Inc., Lessee, dated December 2, 2013 as disclosed by a Memorandum of Lease recorded March 7, 2014 as document 1407615079, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee.
5. Terms, provisions and conditions contained in Lease by and between DiMucci Company of Cicero III, Lessor, and Ross Dress for Less, Inc., Lessee, dated August 10, 2017 as disclosed by a Memorandum of Lease recorded October 17, 2017 as document 1729039091, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee.
6. Leasehold Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated November 21, 2016 and recorded January 4, 2017 as Document No. 1700417111, made by Cave Enterprises Operations, LLC, to Wells Fargo Bank, National Association, to secure an indebtedness in the amount of \$78,515,000.00, and the terms and conditions thereof.

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7. A financing statement recorded January 4, 2017 as Document No. 1700417112 of Official Records.
Debtor: Cave Enterprises Operations, LLC
Secured party: Wells Fargo Bank, National Association

A continuation statement was recorded August 03, 2021 as Document No. 2121533002 of Official Records.

8. Blanket easement granted to the Town of Cicero and those public utility providers under franchisee from the town, including but not limited in Commonwealth Edison, Ameritech Illinois and Northern Illinois Gas for the purpose of providing utility service, together with right of access thereto as disclosed by the plat of subdivision recorded as document 0329732151.
9. Grant of Easement in favor of Commonwealth Edison recorded September 12, 2003 as document 0325519238 to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of ingress and egress to said equipment and the terms and conditions contained therein.
10. Leaking Underground Storage Tank Environmental Notice recorded January 27, 2004 as document 0402747275, and the terms, provisions and conditions contained therein.
11. Leaking Underground Storage Tank Environmental Notice recorded April 22, 2004 as document 0411347340, and the terms, provisions and conditions contained therein.
12. Environmental Notice recorded April 17, 2004 as document 0610746001, and the terms, provisions and conditions contained therein.
13. Terms, provisions, restrictions and easements contained in agreement for easement for constructions and maintenance of railroad spur track and connecting of utilities made by and between Superior Pipe Specialties Company and the Car Carrier Equipment Company dated May 8, 1951 and recorded May 31, 1951 as document 15088542.

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14. Easement in favor of Northern Illinois Gas Company its successors and assigns for the construction, operation and maintenance of a gas main and necessary gas facilities used, together with right of access in, under, across, along and upon that portion of the land as shown on the sketch attached as Exhibit 'A' to grant of easement recorded July 27, 1964 as document 19195808.
15. Perpetual easement in favor of Pinnacle Bank, successor trustee to First National Bank of Cicero, as trustee under Trust Agreement dated September 30, 1987 and known as Trust Number 9315, its successors and assigns for ingress and egress as set forth and defined in Easement Agreement recorded September 27, 1994 as document 94838550, together with the terms, provisions and conditions contained therein.
16. Declaration of restrictive covenant recorded October 2, 1996 as document 96750378 which states that so long as the property commonly known as Outlot C in Cicero Marketplace is developed and used primarily as a financial institution no other property shall be used as a financial institution or a free standing kiosk with automatic teller machines.
17. Information and disclosures contained in environmental disclosure document for the transfer of real property recorded July 19, 1990 as document 90346186.
18. Restriction contained in deed recorded July 21, 1986 as document 86305840.
19. Easement granted in document recorded July 27, 1964 as document 19195809 in favor of Northern Illinois Gas Company over and upon a portion of the land to install, maintain, and repair all equipment necessary for the purpose of serving the land with gas service together with right of access thereto.
20. Terms and conditions of that certain operation and easement agreement recorded April 27, 1995 as document 95278936 as amended by first amendment recorded as document 96723367 between Dayton Hudson Corporation and DiMucci Development Corporation of Cicero II.
21. Cross access easement made by and among DiMucci Development Corporation of Cicero, Wal-Mart Stores, Home Depot and DiMucci development Corporation of Cicero II recorded March 9, 1995 as document 95158268 as amended by amendment recorded September 20, 1996 as document 96723368.
22. Declaration of restrictive covenant made by DiMucci Development Corporation of Cicero II recorded September 9, 1998 as document 98804154 relating to land use.
23. Terms, provisions and conditions contained in Lease by and between DiMucci Development Corporation of Cicero II, Lessor, and Harris Trust and Savings Bank,, Lessee, dated September 27, 1996 as disclosed by a Memorandum of Lease recorded October 2, 1996 as document 96750377, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee.
24. Operation and Easement Agreement recorded April 27, 1995 as document 95278936 as amended by first amendment recorded as document 96723367 between Dayton Hudson Corporation and DiMucci Development Corporation of Cicero II, and Assignment and

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Assumption Agreement recorded December 31, 2003 as document 0336503036, and the terms, provisions and conditions contained therein.

25. Agreement between Superior Pipe Specialties Co. and Gateway Transportation Co. recorded September 24, 1976 as document 23650320, Inc., and the terms, provisions and conditions contained therein.

26. Declaration recorded April 12, 1995 as document 95244807, and the terms, provisions and conditions contained therein.

27. Easement in favor of Commonwealth Edison Company, Ameritech and Northern Illinois Gas Company, their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with right of access to said equipment, and the provisions relating thereto, contained in the grant recorded May 25, 1995 as document 95342166.

28. Easement in favor of Commonwealth Edison Company and Ameritech, their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with right of access to said equipment, and the provisions relating thereto, contained in the grant recorded July 3, 1996 as document 96511190.

29. Easement over the East 20 feet of the land for ingress and egress as contained in Deed recorded August 9, 1955 as document 16325471, and the terms, provisions and conditions contained therein.

30. Easement(s), restrictions, building line(s) and other matters as shown on Plat of subdivision recorded July 11, 1997 as document 97499748, and together with any provisions relating thereto.

31. Terms, conditions and provisions of the document creating the easements described in Exhibit A, together with the rights of the adjoining owners in and to the concurrent use of said easements.

32. Rights of way for railroads, switch tracks or spur tracks, if any, and right of the railroad company to the use, operation, maintenance and repair of same.

33. Existing unrecorded leases.