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SPECIAL WARRANTY DEED

STATE OF ILLINOIS §  
COUNTY OF COOK §

KNOW ALL MEN BY THESE PRESENTS:

61683

THAT LEHNDORFF USA (CENTRAL) LIMITED, an Illinois corporation (hereinafter referred to as "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by PIZZA HUT OF AMERICA, INC., a Delaware corporation (hereinafter referred to as "Grantee"), the receipt of which is acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL AND CONVEY unto Grantee all of the real property in Cook County, Illinois, more particularly described in Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as the "Property"); together with the tenements, easements, licenses, rights of way, privileges and prescriptions belonging or appurtenant to said Property, and to all streets, alleys and public or private ways adjacent thereto;

SUBJECT, HOWEVER, to the matters set forth in Exhibit B attached hereto and incorporated herein by reference;

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, subject to the aforesaid encumbrances, unto Grantee, Grantee's successors and assigns, forever; and Grantor does hereby bind Grantor and Grantor's successors to WARRANT AND FOREVER DEFEND all and singular the said premises, subject to the aforesaid encumbrances, unto Grantee, Grantee's 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.

Current taxes having been prorated, by accepting delivery of this Special Warranty Deed, Grantee assumes the payment of same.

By accepting delivery of this Special Warranty Deed, Grantee assumes the obligations of, and agrees to comply with, the terms of the Total Site Agreement, as such Agreement encumbers or affects the Property, dated March 7, 1972, as amended from time to time, and as more particularly described in Exhibit B.

EXECUTED the 19th day of September, 1985.

LEHNDORFF USA (CENTRAL) LIMITED,  
an Illinois corporation

By: [Signature]  
Vice President

THE STATE OF TEXAS §  
COUNTY OF DALLAS §

This instrument was acknowledged before me this 19th day of September, 1985, by Daniel M. Riley, Vice President of LEHNDORFF USA (CENTRAL) LIMITED, an Illinois corporation, on behalf of said corporation.

[Signature]  
Notary Public, State of Texas

My Commission Expires:

6/13/88

Robert J. Waite  
Notary's Printed Name

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Clerk's Office

# UNOFFICIAL COPY

(Lehndorff/Pizza Hut)

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## EXHIBIT A

Lot 2 in the Resubdivision of Lot 10 in Lincoln Mall, being a subdivision of part of the Southwest 1/4 of Section 22, Township 35 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois, according to the plat of said Resubdivision, recorded March 19, 1979, as Document No. 24883804, in Cook County, Illinois.

Cook County  
REAL ESTATE TRANSACTION TAX  
REVENUE

AMOUNT	100.00
TAX	100.00

This document prepared by:  
LIA E. RARDIN  
2121 SAN JACINTO ST.  
DALLAS, TEX. 75201

TAX I.D. # 31-22-300-043

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Property of Cook County Clerk's Office

RA048S

Exhibit A

(Lehndorff/Pizza Hut)  
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EXHIBIT B

1. Easement agreement by and between LaSalle National Bank, as Trustee under Trust No. 40796, and the State of Illinois, Department of Public Works and Buildings, dated December 10, 1970, and recorded March 29, 1971, as Document Number 21433856, establishing an easement for surface water drainage through a culvert running along Cicero Avenue, and the covenants, conditions and reservations therein contained (Affects the Westerly line of the Property).
2. Terms, provisions, covenants, conditions and restrictions contained in, and rights, obligations and easements created by, the Agreement of Chicago Title and Trust Company, as Trustee under Trust Agreement dated June 4, 1971, known as Trust Number 57420, and the various corporations having an interest in the "Lincoln Mall," dated March 7, 1972, and recorded March 24, 1972, as Document Number 21846182.
3. Reciprocal Construction Operation and Easement Agreement executed by Chicago Title and Trust Company, as Trustee under Trust Agreement dated June 4, 1971, known as Trust Number 57420, dated March 7, 1972, and recorded March 24, 1972, as Document Number 21846183, establishing percentage shares based on ownership within the Shopping Center Site (except Lot 6) and the rights, easements and obligations therein contained and thereby created.
4. Terms, provisions, covenants, conditions and restrictions contained in, and rights, easements and obligations established by, the Easement Relocation Agreement and First Amendment to Total Site Agreement made by Chicago Title and Trust Company, as Trustee under Trust Agreement dated June 4, 1971, known as Trust Number 57420, and Lincoln Cicero Corporation, et al., dated May 1, 1977, and recorded September 9, 1977, as Document Number 24099099.
5. Underground buried utility cable line located on the Westerly portion of the subject premises along the West line, as shown on plat of survey attached to and made a part of the Easement Relocation Agreement and First Amendment to Total Site Agreement aforesaid, recorded as Document Number 24009069.
6. Sewerage System Permit for Lincoln Mall Project, nature of construction and proposed sewer appurtenances, and Conditions of the Permit executed by The Metropolitan Sanitary District of Greater Chicago, recorded June 9, 1972, as Document Number 21933906.
7. General Utility Easement located along the Northern fifteen (15) feet of the subject premises, as shown on plat of survey dated May 8, 1984, by Thomas J. Cesal, Order No. 84-1990.
8. Covenants, conditions and restrictions contained in, and rights and obligations created by, Deed dated as of June 26, 1984, from Chicago Title and Trust Company, an Illinois corporation, as Trustee under Trust Agreement dated July 30, 1971, and known as Trust No. 57855, to Lehndorff USA (Central) Limited, an Illinois corporation, recorded June 27, 1984, as Document Number 27149134.

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NON-FOREIGN AFFIDAVIT

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THE STATE OF TEXAS §  
                                  §             KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared DANIEL H. RILEY, who after being duly sworn, upon his/her oath did depose and state as follows:

Section 1445 of the Internal Revenue Code of 1954, as amended (hereinafter referred to as the "Code"), provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform Pizza Hut of America, Inc. (hereinafter referred to as "Transferee"), that withholding of tax is not required upon disposition of a U.S. real property interest by Lehndorff USA (Central) Limited (hereinafter referred to as "Transferor"), I hereby certify the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate, as defined in the Code and Income Tax Regulations promulgated thereunder (hereinafter referred to as the "Regulations");
2. Transferor's U.S. employer identification number is 36-275-9755;
3. Transferor's office address is 2121 North Akard Street, Dallas, Texas 75201;
4. Transferor is aware that Transferee is relying upon this instrument in not withholding tax from the amount realized on the disposition of the property described in Exhibit A attached hereto by Transferor to Transferee as would be required of Transferee without such reliance by Section 1445 of the Code and the Regulations; and
5. I am vice president of Transferor, and have personal knowledge of the facts set forth in this certification and Affidavit, and am qualified to make this Affidavit.

I understand that this certification and affidavit may be disclosed to the Internal Revenue Service by Transferee and that any false statement I have made herein could be punished by fine, imprisonment, or both.

Clerk's Office  
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Under penalties of perjury, I declare that I have examined this certification and affidavit and that it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

[Signature]  
Vice President of Lehndorff USA  
(Central) Limited

SUBSCRIBED AND SWORN TO BEFORE ME this 12<sup>th</sup> day of September, 1985.

[Signature]  
Notary Public, State of Texas

My Commission Expires:  
6/13/88

Robert J. Wolfe  
Notary's Printed Name

THE STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

12<sup>th</sup> This instrument was acknowledged before me on this the 12<sup>th</sup> day of September, 1985, by Robert J. Wolfe, Vice President of LEHNDORFF USA (CENTRAL) LIMITED, an Illinois corporation, on behalf of said corporation.

[Signature]  
Notary Public, State of Texas

My Commission Expires:  
6/13/88

Robert J. Wolfe  
Notary's Printed Name

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DEPT-01 RECORDING \$14.00  
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