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SPECIAL WARRANTY DEED

THIS INDENTURE, made this 9th day of July 1986, between BOTABA REALTY COMPANY, a General Partnership created and existing under and by virtue of the laws of the State of Texas and duly authorized to transact business in the State of Illinois, party of the first John Roupas, a bachelor, 6353 West 55th Street, 60638, as nominee, party of the second part: Chicago, JL

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten and No/100 Dollars (\$10 0)), and other good and valuable consideration, in hand guid by the party of the second part, the receipt whereof is hereby acknowledged, and pursuant to authority given by the Board of Directors of Transcontinental Corporation, a California corporation, which corporation is a general partner of party of the first part, by these presents does DAMISE, RELEASE, ALIEN and CONVEY unto the said party of the second part, (the "Property") situated in the Village of Bedford Park and State of Illinois and described on Exhibit A atcached hereto and made a part hereof.

Subject only to the following items:

- The General Exceptions, Exclusions from Coverage and Conditions and Stipulations contained in the Chicago Title Insurance Company Title commitment No. 70-57-608;
- General real estate taxes for 1985 and subsequent years;

Mail to: Michael T. Konieczka 6501 W. Archer Ave. Chicago, Illinois 60638 229-1200

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- (3) The provisions of the Declaration of Protective Covenants recorded with the Recorder of Deeds of Cook County, Illinois, May 11, 1973 as Document 22321180, as amended;
- (4) Covenants, easements, restrictions, conditions and other matters of record;
- (5) Special Assessment No. 3 of the Village of Bedford Park (which includes Document No. 76C03589 Bedford Park) for paving, storm sewers and street lighting;
- (6) Acts and deeds of party of the second part.

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 said party of the first part, 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, unto the said party of the second part, its successors and assigns forever.

And the said party of the first part, for itself, and its successors and assigns, does covenant, promise and agree, to and with the said party of the second part, 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 to warrant and forever defend such title to the said premises against all persons lawfully claiming by, through or under party of the first part.

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Party of the second part, its heirs, successors and assigns, covenant and agree, that in the event of any actual or alleged failure, breach or default hereunder by Botaba Realty Company:

- (a) The sole and exclusive remedy shall be against the Botaba Realty Company and its partnership assets;
- (b) No partner of Botaba Realty Company shall be sued or named a party in any suit or action (except as may be necessary to secure jurisdiction of the Botaba Realty Company parcnership);
- (c) No service of process shall be made against any partner of Botaba Realty Company (except as may be necessary to secure jurisdiction of the Rocaba Realty Company partnership);
- (d) No partner of Botaba Realty Company shall be required to answer or otherwise plead to any service of process;
- (e) No judgment will be taken against any partner of Botaba Realty Company;
- (f) Any judgment taken against any partner of Botaba Realty Company may be vacated and set aside at any time nunc pro tuno;
- (g) No writ of execution will ever be levied against the assets of any partner of Botaba Realty Company;
- (h) These covenants and agreements are enforceable both by Botaba Realty Company and also by any partner of Botaba Realty Company.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affined, and has caused its name to be signed to these presents by its President and attested by its Secretary, the day and year first above written.

BOTABA REALTY COMPANY

By: TRANSCONTINENTAL CORPORATION,

General Partner

By:

its: DENINE VICE PROSID

ATTEST:

Laurence F. Dunn L.

Its: SECRETARY

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EXHIBIT A

Lot 1 in Arlene's Subdivision of part of the North 1/2 of Section 29, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois

ALSO KNOWN AS

The South 200 feet of the North 427.34 feet, as measured along the West line thereof, of that part of the North 1/2 of Section 29, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois, lying South of the South line of the West 73rd Street (being a line parallel to and 1373.00 feet South of the North line of said North 1/2 of Section 29); lying West of the East 2015 feet of the North East 1/4 of said Section 29 (being a line 400 feet West of the West right of way line of the Commonwealth Edison Company of recorded by Document No. 15246740); and lying East of the East line of said South Mason Street (being a line extending South from and at right angles to the aforementioned South line of West 73rd Street, at a point on said South line which is 2300 300 feet West st of record.
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BEDFORD PARK INDUSTRIAL PARK

PIN 19-29-200-045 (Part of)

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This instrument was prepared by Heather Gilchrist, Sidley & Austin, One First National Plaza, Suite 4600, Chicago, Illinois 60603.

STATE OF CALIFORNIA)

COUNTY OF SANTA BARBARA)

On JULY 11, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared LARRY J. HANSEN, known to me to be the President, and LARRY J. Known to me to be the Secretary of TRANSCONTINENTAL CORPORATION, the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of BOTABA REALTY COMPANY, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.



My commission expires:

08-01-88

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