

WARRANTY DEED
State of Illinois
(Corporation to Corporation)

93640937

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THE GRANTOR, BURNSIDE CONSTRUCTION COMPANY,

a corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois for and in consideration of Ten and no/100 (\$10.00)

other good and valuable consideration in hand paid, and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS to NEW TOBY'S, INC.

(The Above Space For Recorder's Use Only)

a corporation organized and existing under and by virtue of the laws of the State of Illinois having its principal office at the following address 13248 South 76th Avenue, Palos Heights, IL 60463, the following described Real Estate situated in the County of Cook and State of Illinois, to wit:

SEE LEGAL DESCRIPTION ON THE REVERSE SIDE HEREOF.

Permanent Real Estate Index Number(s): 23-35-303-076
Address(es) of Real Estate: 13248 South 76th Avenue, Palos Heights, IL 60463

In Witness Whereof, said Grantor has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by its President, and attested by its Secretary, this 10th day of August, 1993.

BURNSIDE CONSTRUCTION COMPANY
(NAME OF CORPORATION)

IMPRESS CORPORATE SEAL HERE BY ATTEST PRESIDENT SECRETARY

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that George Arquilla III personally known to me to be the President of the BURNSIDE CONSTRUCTION COMPANY, an Illinois

corporation, and George Arquilla, Jr. personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 10th day of August, 1993

Commission expires 5-22 1997 Alice M. Sullivan NOTARY PUBLIC

This instrument was prepared by Joseph R. Perozzi, 165 West Tenth Street, P.O. Box 637, Chicago Heights, IL 60411.

MAIL TO { Gal Robertson - McBride Sinter (Name) v Cites }
Buy 266 (Address)
(City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO:
New Toby's, Inc. (Name)
13248 South 76th Avenue (Address)
Palos Heights, IL 60463 (City, State and Zip)

OR RECORDER'S OFFICE BOX NO 266

GAULT 1797 7416563 D2 286

238

COOK COUNTY 016
218009
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE
600 J.D.
REAL ESTATE TRANSACTION TAX
93640937

"OFFICIAL SEAL"
ALICE M. SULLIVAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/22/97

UNOFFICIAL COPY

Corporation to Corporation

WARRANTY DEED

TO

GEORGE E. COLE
LEGAL FORMS

LOT 1 (EXCEPT THAT PART OF SAID LOT 1 BOUNDED AND DESCRIBED AS FOLLOWS:: BEGINNING AT THE NORTHEAST CORNER THEREOF AND RUNNING THENCE SOUTH 0 DEGREES, 04 MINUTES, 20 SECONDS WEST ON THE EAST LINE OF SAID LOT 1 A DISTANCE OF 90.00 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST 3.00 FEET; THENCE SOUTH 0 DEGREES, 00 MINUTES, 00 SECONDS WEST 6.00 FEET; THENCE SOUTH 33 DEGREES, 08 MINUTES, 29 SECONDS WEST 9.01 FEET; THENCE SOUTH 77 DEGREES, 54 MINUTES, 43 SECONDS WEST 9.00 FEET; THENCE SOUTH 66 DEGREES, 36 MINUTES, 43 SECONDS WEST 15.02 FEET; THENCE SOUTH 51 DEGREES, 04 MINUTES, 40 SECONDS WEST 19.99 FEET; THENCE SOUTH 39 DEGREES, 16 MINUTES, 52 SECONDS WEST 19.72 FEET; THENCE NORTH 50 DEGREES, 43 MINUTES, 10 SECONDS WEST 77.72 FEET TO AN ANGLE POINT ON THE WEST LINE OF SAID LOT 1; THENCE NORTH 0 DEGREES, 00 MINUTES, 00 SECONDS EAST ON SAID WEST LINE 90.00 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ON THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 118.81 FEET TO THE POINT OF BEGINNING) IN BURNSIDE'S CLUBHOUSE RESUBDIVISION, BEING A RESUBDIVISION OF PART OF OUTLOT "A" AND PART OF GOLF OUTLOT IN BURNSIDE'S OAK HILLS COUNTRY CLUB VILLAGE SUBDIVISION UNIT 3, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PART OF GOLF OUTLOT IN BURNSIDE'S OAK HILLS COUNTRY CLUB VILLAGE SUBDIVISION UNIT 2, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SAID SECTION 36, ALL IN COOK COUNTY, ILLINOIS

SUBJECT TO:

- (1) Real estate taxes for the year 1987 and subsequent years.
- (2) Easements, conditions and covenants of record.
- (3) The said Grantor does hereby expressly reserve to itself, its successors and assigns, an easement for the construction and maintenance of utility lines, including but not limited to gas, electric, sanitary sewer, water, and storm sewer over, under, through and across the said real estate being conveyed herein, necessary to provide such utilities to a proposed new Pro Shop contemplated to be built by Grantor on which is presently the practice putting green, including but not limited to the running of said service line through the existing building which is contiguous to said parcel being conveyed herein. Grantor shall be solely responsible for any and all costs of restoration resulting from the use of the said easement.
- (4) The said Grantor does hereby expressly further reserve to itself, its successors and assigns, a permanent easement for the ingress and egress as well as the joint use by Grantor and Grantee and its successors and assigns of the parking area located on the real estate being conveyed herein, for the benefit of Grantor's golf course located to the north and south of and adjacent and contiguous to said parcel being conveyed herein. The Grantor shall be solely responsible for one-third (1/3) of all costs of repair to the parking area, however, it is expressly agreed that Grantee shall at its sole expense be solely responsible for maintaining all landscaping, including but not limited to grass, plants, shrubbery, fencing and all snow removal.
- (5) It is expressly understood and the above reservations of easements shall be binding upon and inure to the benefit of Grantor and Grantee, their successors and assigns, and shall constitute a covenant running with the land.

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