

# UNOFFICIAL COPY

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## CORPORATION LIMITED WARRANTY DEED AND BILL OF SALE

DEPT 01 RECORDING \$27.50  
T23333 TRAM 7815 11/30/93 15:37:00  
#3975 \* -93-974474  
COOK COUNTY RECORDER

Document No. \_\_\_\_\_ filed for Record in Recorder's office of \_\_\_\_\_ County, Illinois  
\_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

CORPORATION LIMITED WARRANTY DEED \_\_\_\_\_ Recorder of Deeds.

**THIS INDENTURE WITNESSETH**, That the Grantor, **AMERICA'S FAVORITE CHICKEN COMPANY**, successor by merger to Al Copeland Enterprises, Inc., f/k/a Church's Fried Chicken, Inc. ("Grantor"), a corporation duly organized and existing under and by virtue of the laws of the State of Minnesota, for and in consideration of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, and pursuant to authority given by the Board of Directors of said corporation, **GRANTS, BARGAINS AND SELLS** to **MARWAN ABU-REZEQ and RIZEG ABU-RIZEG**, individuals (collectively, "Grantee"), whose address is 2318 South Austin, Cicero, Illinois 60650, the real estate described in Exhibit "A" attached hereto and made a part hereof (together with all improvements thereon and appurtenances thereto, the "Premises").

Grantee agrees to accept said Premises that are included in this sale "as is, where is, what is" and with all faults.

Grantee has investigated and has knowledge of (a) operative or proposed governmental laws, ordinances, regulations and related matters, including, without limitation, zoning, environmental, and land use laws, ordinances, regulations and related matters, to which the Premises are or may be subject, (b) the physical and environmental condition of the Premises, and (c) the value and fitness for intended use of the Premises (the foregoing matters in clauses (a), (b), and (c) are hereinafter collectively called the "Conditions"), and Grantee is accepting the Premises upon the basis of its own investigation, review and determination of these Conditions. Grantee assumes the risk that its investigation of the Conditions may not have revealed any or all of the Conditions to have been adverse to it, or to the Premises.

Grantee agrees to indemnify and hold harmless Grantor from and against any and all claims, actions, causes of action, demands, rights, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, arising in any way out of the Conditions being adverse to the Grantee, or to the Premises.

Grantee acknowledges that Grantor, its shareholders, directors, officers, employees, agents, and any others acting on behalf of the Grantor, have made no representations or warranty of any kind in connection with the Conditions upon which Grantee has relied, either directly or indirectly, for any purpose, Grantee instead relying solely on its own investigation, review and determination of the Conditions. Grantee hereby waives and releases Grantor from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Grantee now has or which may arise in the future on account of, or in any way growing out of, or connected with, the Conditions.

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FIRST AMERICAN TITLE INSURANCE CO. 69412 18/1/93

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Grantee agrees to indemnify and hold harmless Grantor from and against any and all damage or loss to persons or property caused by, or arising in any way from, any engineering study, survey, testing, or any other form of investigation whatsoever, of the Premises, by or on behalf of Grantor.

The Premises are being conveyed subject to a restrictive covenant restricting for twenty-five (25) years from and after the date of this deed (or, if applicable law will not permit a restrictive covenant against the land for this duration, then this covenant shall last for as long as permitted by such law) its use as a fast food restaurant in which total annual sales of "bone-in" fried chicken exceed ten percent (10%) of the gross annual sales; and subject to all restrictions, encumbrances, easements, covenants and conditions and matters of record, if any, relating to the hereinabove described Premises as the same are filed for record in the official records of Cook County, Illinois.

Grantor for valuable consideration, hereby sells, conveys and aliens to the Grantee all furniture, fixtures, equipment and other personal property, but expressly excluding any proprietary marks, located on the Premises (collectively, the "Personalty"). Grantee accepts the Personalty "as is, where is, what is." GRANTOR MAKES NO REPRESENTATIONS AS TO THE WHEREABOUTS, SERVICEABILITY OR FUNCTIONALITY OF THE PERSONALTY, AND THE SAME ARE ACCEPTED BY GRANTEE WITHOUT ANY EXPRESS OR IMPLIED WARRANTY WHATSOEVER. Grantee hereby waives any claims and causes of action it may have against the Grantor regarding the Personalty, and Grantee agrees to hold Grantor blameless and harmless and to fully indemnify Grantor from and against any and all claims, causes of action, costs, loss or damage, arising in any way from his taking delivery, ownership, use, maintenance, or resale, of said Personalty, whether same are brought by Grantee or anyone claiming by or through Grantee, or by third parties. Grantor does not warrant that the Personalty will be on the Premises coincident with delivery of this deed, but only that Grantor has not removed it.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Executive Vice President and attested by its Assistant Secretary, this 27<sup>th</sup> day of October, 1993.

AMERICA'S FAVORITE CHICKEN COMPANY

BY: Kamal M. Nassar

KAMAL M. NASSAR  
EXECUTIVE VICE PRESIDENT

ATTEST:

BY: William H. Mathieu

WILLIAM H. MATHIEU  
ASSISTANT SECRETARY

W. Mathieu  
10-26-93

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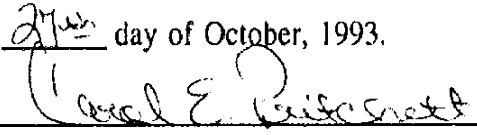
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## CORPORATE ACKNOWLEDGEMENT

STATE OF GEORGIA  
COUNTY OF FULTON

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, **DO HEREBY CERTIFY THAT** Kamal M. Nassar, personally known to me to be the Executive Vice President of the Corporation who is the Grantor, and William H. Mathieu personally known to me to be the Assistant 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 Executive Vice President and Assistant Secretary, they signed and delivered the said instrument as Executive Vice President and Assistant Secretary of said corporation, 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 Notarial Seal this 27<sup>th</sup> day of October, 1993.

  
\_\_\_\_\_  
Notary Public

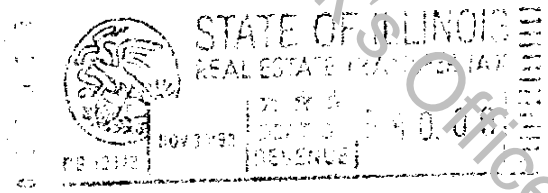
Notary Public, Cobb County, Georgia  
My Commission Expires Dec. 10, 1993

Future Taxes to Grantee's Address

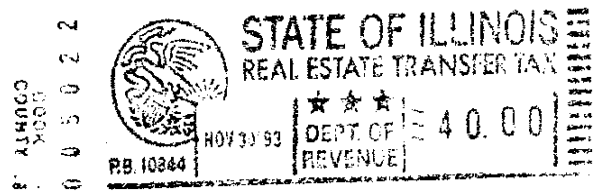
Return this document to: Grantee

This Instrument was Prepared by:

America's Favorite Chicken Company  
Legal Department  
Six Concourse Parkway, Suite 1700  
Atlanta, Georgia 30328-5352



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PROPERTY OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
NOV 30 1993  
\$ 40.00  
REVENUE

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SN 1317

## AMERICA'S FAVORITE CHICKEN COMPANY EXHIBIT "A"

Lots 6, 7 and 8 in Block 2 in Tracy's Partition and Subdivision of Block 14 in the Assessor's subdivision of the Northwest quarter and west half of the Northeast quarter of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property known as: 1000 W. 35<sup>th</sup> ST.  
CHGO, IL. 60609

PIN 17-32-225-044



MARTIN J. DRECHER  
2528 So. Austin Blvd.  
CICERO, IL. 60650

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