

UNOFFICIAL COPY 99282082

0011/0004 30 001 Page 1 of 4
1998-04-09 09:02:52
Cook County Recorder

SPECIAL WARRANTY DEED

THIS INDENTURE, made the 23rd day of March, 1998, by and between McDONALD'S CORPORATION, a Delaware Corporation hereinafter called the "Grantor", whose business address is One McDonald's Plaza, Oak Brook, DuPage County, Illinois 60523, and D.B. Beverly, L.L.C., hereinafter called the "Grantee", whose address is 615 North Wabash, Chicago, Illinois 60611.

Witnesseth, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents, Bargain and Sell, Convey and Confirm to Grantee the following described Real Estate, situated in the City of Chicago, County of Cook, State of Illinois with a street address commonly known as 2250 West 95th Street and more particularly described as, to wit:

PARCEL 1

LOT 41 (EXCEPT THE EAST 93 FEET OF SAID LOT 41) AND EXCEPT THAT PART OF SAID LOT 41 LYING SOUTH OF A LINE 54 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SECTION 6 IN GEORGE A. CHAMBERS SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 IN COOK COUNTY, ILLINOIS;

PARCEL 2

EAST 93 FEET OF LOT 41 (EXCEPT EAST 33 FEET OF SAID LOT 41) AND EXCEPT THAT PART OF LOT 41 LYING SOUTH OF A LINE 54 FEET NORTH OF AND PARALLEL WITH SOUTH LINE OF SECTION 6 IN GEORGE A. CHAMBERS SUBDIVISION OF WEST 1/2 OF SOUTH WEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 IN COOK COUNTY, ILLINOIS.

PERMANENT TAX I.D. NO. 25-06-319-006; 25-06-319-011
PROPERTY ADDRESS: 2250 WEST 95TH STREET

SUBJECT TO: (1) matters generally excepted by title insurance companies in their title policies issued in the State of Illinois; (2) special taxes or special assessments, if any, for improvements not yet completed; (3) installments of any special tax or special assessment for improvements heretofore completed, if any, but not due as of the date hereof; (4) general real

BOX 333-CTI

7684547, 605 PA 4 of 12

Property of Cook County Recorder's Office

Property of Cook County Clerk's Office

STATE OF ILLINOIS
DEPARTMENT OF REVENUE
PROPERTY TAX
350.00

REAL ESTATE TRANSACTION TAX
REVENUE
STAMP APR - 08
18 11187
175.00

★ 12 CITY OF CHICAGO ★
★ 11 REAL ESTATE TRANSACTION TAX ★
★ 10 DEPT. OF REVENUE APR - 08 ★
★ 09 18 11187 875.00 ★

★ 12 CITY OF CHICAGO ★
★ 11 REAL ESTATE TRANSACTION TAX ★
★ 10 DEPT. OF REVENUE APR - 08 ★
★ 09 18 11187 875.00 ★

★ 12 CITY OF CHICAGO ★
★ 11 REAL ESTATE TRANSACTION TAX ★
★ 10 DEPT. OF REVENUE APR - 08 ★
★ 09 18 11187 875.00 ★

estate taxes, if any, for the year 1998 and subsequent years; (5) covenants, conditions, restrictions, easements, right-of-way, reservations, liens, encumbrances and exceptions of record; (6) zoning and building laws or ordinances; (7) private, public and utility easements and roads and highways, whether or not of record; (8) the terms, reservations and conditions of the Real Estate Sale Contract dated May 13, 1997 by and between Grantor and Grantee; (9) encroachment of the remainder of a concrete foundation located mainly on the land over and onto property north and adjoining by 0.14 of a foot, as disclosed by plat of survey made by National Survey Service, Inc., dated December 19, 1983 updated to October 24, 1988 No. N107998; (10) encroachment of the fence on and over public way east and adjoining by .52 feet to .57 feet as shown on survey aforesaid; and (11) encroachment of the light poles and their concrete bases on and over public way east and adjoining by .02 feet and .13 feet as shown on survey aforesaid.

FURTHER SUBJECT TO THE FOLLOWING USE RESTRICTION: (A) No part of the above described property will be used for a period of ten (10) years from the date of recording of this Deed as a restaurant operating under the trade name of Burger King, Wendy's, Taco Bell, Hardees, Checkers or White Castle, or any successor trade names.

(B) In addition, no part of the above described property will be used for a period of ten (10) years from the date of recording of this Deed as a "fast food" or "quick service" restaurant serving any amount of hamburgers. A restaurant or food service establishment shall be considered a "fast food" or "quick service" restaurant unless it offers as its primary method of service, for all meal times, food and drink orders taken by and served by a waiter or waitress at the customer's table. Notwithstanding anything to the contrary herein, this restriction B will not apply to the above described property so long as: (a) it is operated as a Borders Books and Music store or any retail store operated under a successor trade name; (b) it is operated as a retail store selling primarily books and music; or (c) it is any other retail store owned, leased, operated or managed by Borders, Inc., or a subsidiary or parent of Borders, Inc.

DEMOLITION: Grantee covenants that Grantee shall not use or permit the use of the existing building on the above described property, or any part of such building, for any purpose and that Grantee shall completely demolish the existing building on the above described Premises within ninety (90) days after the date Grantee acquires title to the above described property. Such demolition shall include destruction and disposal of the mansard roof and any identifying characteristics or trademarked items of McDonald's Corporation. In the event that Grantee uses or allows use of the existing building, or any part of the building, for any purpose after the date Grantee acquires title to the above described property, or fails to demolish and destroy the building within such ninety (90) days, Grantor is hereby granted, and receives, an irrevocable license to enter upon the above described property to demolish and/or remove the existing building or any part of such building, and Grantee shall promptly reimburse Grantor for any costs incurred by Grantor in performing such demolition and/or removal. If Grantee fails to reimburse any such costs to Grantor within thirty (30) days after receipt of a statement for such costs, Grantor may record a lien on the above described property for such costs which lien may be enforced and foreclosed in the same manner as a mortgage.

Grantee agrees that the aforementioned covenants, provisions and restrictions shall run with the land and be binding upon Grantee, its heirs, administrators, successors and assigns.

To Have and to Hold the same, together with all rights and appurtenances to the same belonging unto the said Grantee and to its successors and assigns forever.

The Grantor hereby covenanting that Grantor, its successors and assigns shall and will Warrant and Defend the title to the premises unto the Grantee, and to its successors and assigns forever, against the lawful claims of all persons claiming by, through and under Grantor, but none other.

In Witness Whereof, the said party of the Grantor has caused these presents to be signed by its authorized officer, and its corporate seal to be hereunto affixed.

MCDONALD'S CORPORATION

By: [Signature]
Catherine A. Griffin, Asst. Vice President

Attest: [Signature]
Home Office Director



WITNESS:

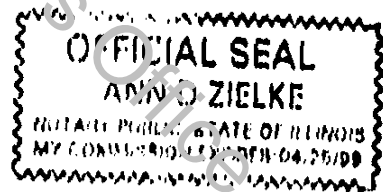
[Signature]

State of Illinois ss.
County of DuPage

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Catherine A. Griffin, Assistant Vice President, and Martin W. Chmura, Home Office Director are 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 acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes set forth therein.

Given under my hand and official Seal, this 24th day of March, 1998.

[Signature]
Notary Public
Ann D. Zielke



Commission Expires: April 25, 1999

PREPARED BY:

Frank S. Kudia, Manager/Attorney
McDonald's Corporation
McDonald's Plaza
Oak Brook, Illinois 60523

AVL TO: SCIAN FIPSE & BROWN
200 N. LA SALLE ST.
CHICAGO IL 60601
ATTN: ALAN PSAROMVU