

MTC 202346

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2001-08-31 12:33:06  
Cook County Recorder 31.50

DEED IN TRUST - WARRANTY

EXEMPTED TRANSACTION  
35 ILCS 200/31-45 (d)



CORRECTING RESTRICTIVE  
COVENANT IN DEED 0010477116  
FILED ON 06-04-2001

THIS INDENTURE, WITNESSETH,  
THAT THE GRANTOR, Bloomhill  
Homes, Inc. an Illinois Corporation,  
of the County of Cook and State of  
Illinois, without consideration, correcting  
the deed previously recorded, convey and  
WARRANT unto Chicago Title and Trust  
a National Banking Association whose address is 171 N. Clark, Chicago, Illinois 60601, as Trustee  
under the provisions of a certain Trust Agreement date the 31<sup>st</sup> of May, 2001, and known as Trust  
Number 1109684, the following described real estate situated in Cook County, Illinois to wit:

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As: 2025 W. Belmont Ave., Unit A, Chicago, Illinois  
Property Index Number: 14-30-106-013-0000

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and  
uses and purposes herein and in said Trust Agreement set forth.

THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS  
INSTRUMENT AND THE ATTACHED OCCUPANCY AND USE RESTRICTIONS ARE MADE  
A PART HEREOF.

And said grantor(s) hereby expressly waive(s) and release(s) any and all right or benefit  
under and by virtue of any and all statutes of the State of Illinois, providing for exemption or  
homesteads from sale on execution or otherwise.

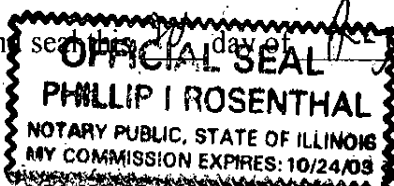
IN WITNESS WHEREOF, the grantor(s) aforesaid have hereunto set hand and seal this 20  
day of August, 2001.

Bloomhill Homes, Inc.

BY: James C. Kelly (SEAL) \_\_\_\_\_ (SEAL)

STATE OF ILLINOIS) I, Phillip I Rosenthal, a Notary Public in and for said County  
COUNTY OF COOK) in the State aforesaid, do hereby certify that Bloomhill Homes, Inc., an Illinois  
Corporation, are personally known to me appeared before me this day in person whose name is and  
acknowledged that they have signed, sealed and delivered of said instrument as a free and voluntary  
act, for the use and purposes therein set forth, including the release and waiver of the right of  
homestead.

GIVEN under my hand and seal this 20 day of August, 2001



[Signature]  
Notary Public

Prepared by: John L. Elias, 351 W. Hubbard St., Ste. 305, Chicago, IL 60610  
Mail to: Realty One Network, 2025 W. Belmont Ave., Ste. A, Chicago, IL 60618

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets highways or alleys, to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right title or interest in or about or easement appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed trust deed, trust deed, mortgage lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said county) relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This Conveyance is made upon the express understanding and condition that neither Chicago Title & Trust, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgement or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provision of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation, or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge hereof.) All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Chicago Title and Trust, the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate hereof, or memorial, the words "in trust", or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

OCCUPANCY AND USE RESTRICTIONS FOR  
2025 W. BELMONT, UNIT 2025-A, CHICAGO, ILLINOIS (THE "RETAIL PARCEL")

Restrictions on Use and Occupancy of Retail Parcel. The owner, its successors and assigns covenant and agree that it or they shall not occupy or use the Retail Parcel (or permit the use or occupancy of the Retail Parcel) for any purpose or in any manner which: (i) is unlawful or in violation of any applicable legal, governmental or quasi-governmental requirement, law, ordinance, or rule (including the Board of Fire Underwriters); (ii) may be dangerous to persons or property; (iii) is immoral, obscene, or pornographic, or may create a nuisance to any other occupant of the Building (as defined herein below) or neighboring property or injure the reputation of the Building. In addition the owner shall not use or occupy or permit the use or occupancy of the Retail Parcel for any of the following: (i) a dance hall, off-track betting business, a billiard or pool hall, for bingo or similar games of chance, a massage parlor, physical culture and health services, masseurs and public baths, tattoo parlors, currency exchange or payday loan stores, pawn or gun shops, day laborer employment agencies, rehabilitation or social service agencies, liquor service or sales, musical instrument sales and repair, schools-music, dance, recording studios, amusement establishments, arcades, motor-driven bicycle sales, rental and repair stores, motor vehicles and/or motorcycle sales and rental, tire facilities, earth station antenna, wireless communications facility, club, lodge, newspaper distributors, tavern, a game arcade or an adult bookstore or adult video tape store or other "adult use" as defined in the Chicago Zoning Ordinance in effect as of the date hereof; (ii) the installation of any amplifiers or similar devices, or the use in or about its portion of the property of any advertising medium which may be heard or experienced outside its portion of the Building, including, but not limited to, flashing lights, flood and/or spot lights, loud speakers, phonographs, or radio broadcasts; (iii) the burning of any papers, trash, or garbage of any kind; (iv) the conduct of any auction, fire, bankruptcy, liquidation, or going out of business sale; (v) the use of perimeter sidewalks for retail sales; (vi) any activity that creates or emits noxious odor, which shall include but not be limited to paint and wallpaper stores, clothes pressing establishments, photographic studios, including developing and printing shops, dry cleaning, shoe and hat repair, carpet and rug stores, grooming of pets, laboratories - medical and dental, food stores, frozen food stores, including locker rental, restaurants, entertainment establishments and/or dancing establishments of any kind, tobacco shops, blue printing and photostating establishments, catering establishments, food stores, laundrettes and coin operated facilities, laundries, meat markets, fuel sales, live bait stores, poultry-live-slaughtering and retail sales; (vii) the use, manufacture, storage, or handling of any hazardous material or noxious, toxic, caustic, or corrosive fuel or gas or other materials or elements; (viii) any activity that creates any dust, dirt, or fly ash in excessive quantities; (ix) any activity that creates any unusual fire, explosion, or other damaging or dangerous hazard, including the storage, display or sale of explosives; (x) pet shop, veterinary clinic, or animal raising, pet supplies shops, animal hospitals and/or pounds, exterminating shops, casket and casket sales/supply establishments, taxidermist, monument and/or undertaking establishments; or (xi) any drilling for and/or removal of subsurface substances. This Covenant is for the benefit of the other unit owners of the property commonly known as 2025 W. Belmont, Chicago, IL (the "Building") and shall run with the land and shall be binding on the successors and assigns of the owner of the Retail Parcel.

**OCCUPANCY AND USE RESTRICTIONS #2 FOR  
2025 W. BELMONT AVE., UNIT A, CHICAGO, IL (THE RETAIL SPACE)**

Restrictions on Signage of Retail Space. The owner, its successors and assigns covenant and agree that it or they shall have signage that does not violate the following clause:

Any signage for the Retail Parcel is limited to a non-illuminated sign above the Belmont Ave. entrance to Unit A, affixed to the exterior of the building, that is no more than three feet in height and ten feet three inches in width, extending no further than one foot from the exterior of the building.

This covenant is for the benefit of the other unit owner of the property commonly known as 2025 W. Belmont Ave., Chicago, Illinois (the "Building") and shall run with the land and shall be binding on the successors and assigns of the owner of the Retail Parcel.

Property of Cook County Clerk's Office

### LEGAL DESCRIPTION

Unit 2025-A, in 2025 BELMONT CONDOMINIUMS on a survey of the following described real estate:

LOT 9 IN OWNER'S SUBDIVISION OF PART OF THE EAST 1/2 OF LOT 17 IN SNOW ESTATES SUBDIVISION OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, which survey is attached to the Declaration of Condominium made by BLOOMHILL HOMES, Inc., recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 0010246691 together with its undivided percentage interest in the common elements, in Cook County, Illinois.

PARCEL 2:

THE EXCLUSIVE RIGHT TO USE PARKING SPACE P-1, LIMITED COMMON ELEMENT AS DELINEATED ON A SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0010246691.

"GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM, AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN."

"THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN."

THE TENANT OF THIS UNIT HAS WAIVED THEIR RIGHT OF FIRST REFUSAL.  
P.I.N.: 14-30-106-013-0000

Cook County Clerk's Office

AFFIDAVIT

JAMES COAKLEY, President of Bloomhill Homes, Inc., being first duly sworn on oath, states as follows:

1. That I am the President of Bloomhill Homes, Inc.
2. That a real estate contract for 2025 E. Belmont Ave., Unit A, also known as the Retail Parcel, was entered between Bloomhill Homes, Inc. and Chicago Title and Land Trust #1109684 on April 11, 2001.
3. That as part of the real estate contract, the following restrictive covenant was essential to the agreement:  

Any signage for the Retail Parcel is limited to a non-illuminated sign above the Belmont Ave. entrance to Unit A, affixed to the exterior of the building, that is no more than three feet in height and ten feet three inches in width, extending no further than one foot from the exterior of the building.
4. Bloomhill Homes, Inc., Chicago Title and Land Trust #1109684 and the members of the 2025 W. Belmont Ave. Condominium Association agreed upon this restrictive covenant individually and as an Association.
5. The aforementioned restrictive covenant was erroneously and inadvertently omitted from the original deed.

FURTHER AFFIANT SAYETH NAUGHT.

  
 JAMES COAKLEY  
 President-Bloomhill Homes, Inc.

SUBSCRIBED AND SWORN TO  
 Before me this 20 day of August,  
 2001.

\_\_\_\_\_  
 NOTARY PUBLIC