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Doc#: 0613839025 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/18/2006 11:00 AM Pg: 1 of 12

PREPARED BY:

Jonathan C. Romick, Esq.
Neal, Gerber & Eisenberg
Two North LaSalle Street
Suite 2200
Chicago, Illinois 60602

WHEN RECORDED RETURN TO

Elvin E. Charity, Esq.
Charity & Associates, P.C.
20 N. Clark Street
Suite 1150
Chicago, Illinois 60602

SPECIAL WARRANTY DEED IN TRUST

THIS INDENTURE WITNESSETH, made and entered into as of the date set forth below by SOUTH COTTAGE GROVE, L.L.C., an Illinois limited liability company, as to Parcels 1, 3 and 4, and BOTTLEWERKS MOLDING, INC., an Illinois corporation, as to Parcel 2 (collectively, the "Grantor"), whose address is 9152 South Michigan Avenue, Chicago, Illinois 60619, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, CONVEY AND WARRANT unto CHICAGO TITLE LAND TRUST COMPANY, a corporation of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 14th day of April, 2006, and known as Trust Number 8002346342 (the "Grantee") the following described real estate in the County of Cook and State of Illinois, to wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

PROPERTY ADDRESS: 9700 South Cottage Grove Avenue, Chicago, Illinois

P. I. N.: 25-11-100-026-0000, 25-11-100-028-0000, 25-11-100-031-0000, 25-11-100-035-0000, 25-11-100-038-0000, 25-11-100-042-0000, 25-11-100-043-0000, and 25-11-100-030-0000

Together with all and singular the hereditaments 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 Grantor, either in law or in 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, unto the Grantee, its successors and assigns for ever.

And the Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantee, 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 it WILL WARRANT AND DEFEND, the said premises against all persons lawfully claiming, or to claim the same, by, through or under it, subject only to those

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matters set forth on Exhibit B attached hereto and incorporated herein, none of which shall be re-imposed hereby.

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 and 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 praesenti 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 of 198 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 relations 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 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 compiled 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, 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 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.

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IN WITNESS WHEREOF, Grantor has caused its name to be signed to these presents this 19
day of April, 2006

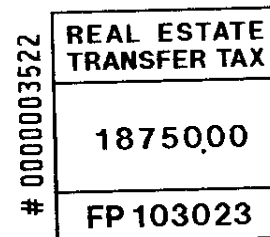
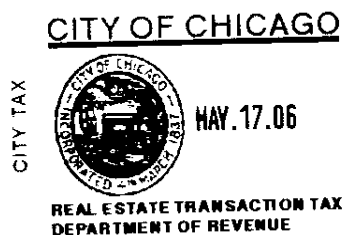
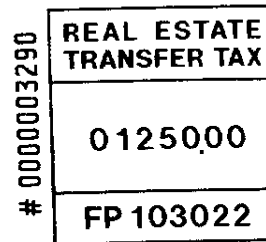
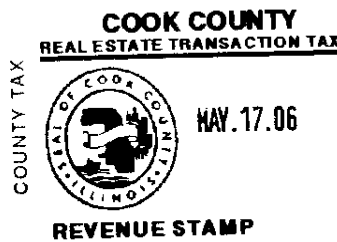
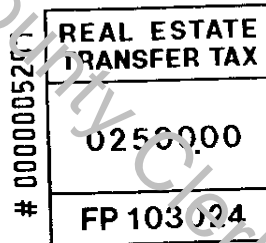
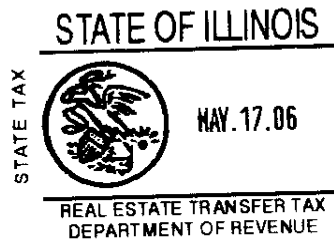
SOUTH COTTAGE GROVE, L.L.C., an Illinois
limited liability company

By: Edward G. Gardner
Name: Edward G Gardner
Its: owner

BOTTLEWERKS MOLDING, INC., an Illinois
corporation

By: Guy Gardner
Name: Guy Gardner
Its: Sole Shareholder and Owner

Property of Cook County Clerk's Office



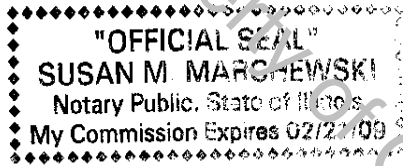
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STATE OF Illinois

COUNTY OF Cook

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Edward G. Gordon, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she, as member of South College Group, signed and delivered said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19 day of April, 2006.



Susan M. Marchewski
Notary Public

My Commission Expires: _____

(SEAL)

STATE OF Illinois

COUNTY OF Cook

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Guy Gordon, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she, as Sole shareholder of Bottleworks Molding Inc., signed and delivered said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19 day of April, 2006.



Susan M. Marchewski
Notary Public

My Commission Expires: _____

(SEAL)

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EXHIBIT A

PARCEL 1: COMMENCING AT A POINT ON THE SOUTH LINE OF 95th STREET, 700 FEET EAST OF THE EASTERLY LINE OF COTTAGE GROVE AVENUE; THENCE SOUTHWESTERLY ON A LINE PARALLEL WITH COTTAGE GROVE AVENUE A DISTANCE OF 590.55 FEET TO A POINT WHICH IS 580 FEET SOUTH OF THE SOUTH LINE OF 95th STREET; THENCE EAST ON A LINE 580 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF 95th STREET A DISTANCE OF 128.62 FEET TO THE POINT OF BEGINNING AND THE CENTER LINE OF AN EXISTING RAILROAD SPUR TRACK; THENCE SOUTHEASTERLY ON A STRAIGHT LINE FORMING AN ANGLE OF 89 DEGREES 48 MINUTES (IN THE SECOND QUADRANT) WITH THE LAST DESCRIBED LINE A DISTANCE OF 44 FEET TO A POINT OF CURVE; THENCE CONTINUING SOUTHEASTERLY ON A CURVED LINE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 4452.51 FEET AND AN ARC DISTANCE OF 25 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUING SOUTHEASTERLY ON A CURVED LINE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 347.13 FEET AN ARC DISTANCE OF 382.09 FEET TO A POINT; SAID POINT INTERSECTING A LINE 1178.55 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF EAST 95th STREET, BEING 169.40 FEET WEST OF THE SOUTHWEST CORNER OF COTTAGE GROVE HEIGHTS ADDITION, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT 9059581 ON OCTOBER 8, 1925, IN COOK COUNTY, ILLINOIS.

THENCE CONTINUING WEST ON A LINE PARALLEL WITH 95th STREET A DISTANCE OF 630 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTHWEST; THENCE CONTINUING NORTHWESTERLY ALONG SAID CURVED LINE WITH A RADIUS OF 278.94 FEET, A DISTANCE OF 338.43 FEET TO AN INTERSECTION WITH A LINE PARALLEL WITH THE EAST LINE OF COTTAGE GROVE AVENUE; THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE EAST LINE OF COTTAGE GROVE AVENUE A DISTANCE OF 131 FEET MORE OR LESS TO A POINT; THENCE EASTERLY A DISTANCE OF 176.77 FEET TO A POINT; THENCE CONTINUING EASTERLY ALONG A LINE PARALLEL WITH THE SOUTHERLY LINE OF 95th STREET A DISTANCE OF 200.00 FEET TO A POINT; THENCE ALONG A LINE PARALLEL WITH THE EAST LINE OF COTTAGE GROVE AVENUE A DISTANCE OF 209.14 FEET TO A POINT; THENCE EASTERLY ALONG A LINE PARALLEL WITH THE SOUTH LINE OF EAST 95th STREET A DISTANCE OF 128.62 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

PARCEL 2: THAT PART OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF EAST 95th STREET 1050 FEET EAST OF THE EASTERLY LINE OF SOUTH COTTAGE GROVE AVENUE; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 11, A DISTANCE OF 580 FEET MORE OR LESS TO A POINT ON A LINE PARALLEL WITH 95th STREET; THENCE WEST ON SAID PARALLEL LINE A DISTANCE OF 334.91 FEET MORE OR LESS TO A POINT, SAID POINT BEING 10 FEET EAST OF THE CENTER LINE OF AN EXISTING RAILROAD SPUR TRACT; THENCE SOUTHEASTERLY ON A STRAIGHT LINE FORMING AN ANGLE OF 89 DEGREES 48 MINUTES WITH THE EAST DESCRIBED LINE, A DISTANCE OF 44.00 FEET TO A POINT OF CURVE; THENCE CONTINUING SOUTHEASTERLY ON A CURVED LINE, CONVEX TO THE SOUTHWEST, AND HAVING A RADIUS OF 4442.51 FEET, AN ARC DISTANCE OF 259.00 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUING SOUTHEASTERLY ON A CURVED LINE, CONVEX TO THE SOUTHWEST, AND HAVING A RADIUS OF 347.13 FEET, AN ARC DISTANCE OF 382.07 FEET TO A POINT, SAID POINT OF INTERSECTION A LINE 1178.55 FEET SOUTH OF AND PARALLEL WITH THE SOUTH

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LINE OF EAST 95th STREET; THENCE EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 169.40 FEET MORE OR LESS TO A POINT ON A LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 11, THENCE NORTH ON SAID PARALLEL LINE A DISTANCE OF 1178.55 FEET MORE OR LESS TO A POINT IN THE SOUTH LINE OF EAST 95th STREET; THENCE WEST ON SAID SOUTH LINE OF EAST 95th STREET, A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF A LINE PARALLEL WITH AND 1100 FEET SOUTH (MEASURED ALONG THE EAST LINE OF COTTAGE GROVE AVENUE AS SAID AVENUE IS SHOWN ON THE PLAT OF DEDICATION RECORDED MAY 29, 1907 IN BOOK 95 OF PLATS, PAGE 3 OF THE SOUTH LINE OF EAST 95th STREET WITH THE SAID EAST LINE OF COTTAGE GROVE AVENUE; RUNNING THENCE EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF EAST 95th STREET, A DISTANCE OF 380.38 FEET TO AN INTERSECTION WITH THE CURVED LINE CONVEX TO THE SOUTHWEST WITH A RADIUS OF 296.94 FEET, WHICH IS DESCRIBED IN THE WARRANTY DEED FROM CLEARING INDUSTRIAL DISTRICT, INC., TO GUARDITE CORPORATION, DATED OCTOBER 20, 1949 AND RECORDED OCTOBER 20, 1949 AND RECORDED IN THE RECORDERS OFFICE OF COOK COUNTY, ILLINOIS, AS DOCUMENT No. 14658448, THENCE SOUTHEASTERLY ALONG SAID CURVED LINE A DISTANCE OF 23.80 FEET TO AN INTERSECTION WITH A LINE 1120 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF EAST 95th STREET; THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF EAST 95th STREET 397.58 FEET TO A POINT; THENCE NORTHERLY ALONG THE EAST LINE OF SOUTH COTTAGE GROVE AVENUE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4: THAT PART OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON A LINE 1200 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF EAST 95th STREET; AND 500.18 FEET EAST OF THE EAST LINE OF COTTAGE GROVE AVENUE (SAID 1200 FEET BEING MEASURED ALONG A LINE PARALLEL WITH THE LINE OF COTTAGE GROVE AVENUE AND FROM THE POINT OF INTERSECTION OF THE SOUTH LINE OF EAST 95th STREET WITH THE EAST LINE OF COTTAGE GROVE AVENUE AS SHOWN ON THE PLAT OF DEDICATION RECORDED MAY 29, 1907 IN BOOK 95 OF PLATS, PAGE 39); THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS 296.94 A DISTANCE 52.97 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREWITH DESCRIBED; THENCE CONTINUING ALONG SAID CURVE A DISTANCE OF 65.47 FEET TO THE POINT OF INTERSECTION WITH A LINE OF 1120 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF EAST 95th STREET AS MEASURED ALONG THE EAST LINE OF COTTAGE GROVE AVENUE; THENCE WEST ALONG SAID PARALLEL LINE A DISTANCE OF 122.58 TO A POINT 275 FEET EAST OF THE EAST LINE OF COTTAGE GROVE AVENUE; THENCE SOUTHEASTERLY 173.795 FEET TO SAID DESCRIBED POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

1. TAXES FOR THE YEAR(S) 2005 AND 2006, NOT YET DUE OR PAYABLE.
2. COVENANTS AND RESTRICTIONS (BUT OMITTING ANY SUCH COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS), CONTAINED IN THE DEED FROM HARRY T. KESSLER AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 18, 1949 TO GUARDITE CORPORATION, A DELAWARE CORPORATION, DATED APRIL 2, 1951 AND RECORDED APRIL 16, 1951 AS DOCUMENT 15054187 RELATING TO THE USE OF PARCEL 1.

NOTE: SAID INSTRUMENT CONTAINS NO PROVISION FOR A FORFEITURE OF OR REVERSION OF TITLE IN CASE OF BREACH OF CONDITION.

3. RIGHTS OF OLNEY J. DEAN STEEL CO., ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, MAINTAIN AND OPERATE A SPUR TRACK UPON, OVER AND ACROSS THE LAND DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT IN THE WESTERLY PROPERTY LINE OF THE TUTHILL PUMP CO., SAID POINT BEING 874.5 FEET MORE OR LESS DISTANT SOUTHERLY MEASURED ALONG SAID TUTHILL PUMP CO.'S WESTERLY PROPERTY LINE, FROM THE SOUTH LINE OF 95TH STREET AND 10 FEET DISTANT WESTERLY, AT RIGHT ANGLES, FROM THE CENTER LINE OF THE PROPOSED OLNEY J. DEAN STEEL CO. SPUR TRACK AS SHOWN ON THE "ATTACHED PRINT" THENCE NORTHERLY ALONG SAID TUTHILL PUMP CO.'S WESTERLY PROPERTY LINE WITH 76 FEET MORE OR LESS TO THE INTERSECTION OF SAID TUTHILL PUMP CO.'S WESTERLY PROPERTY LINE WITH THE SOUTHERLY PROPERTY LINE OF THE OLNEY J. DEAN STEEL CO.; THENCE WESTERLY ALONG SAID OLNEY J. DEAN STEEL CO.'S PROPERTY LINE 19.5 FEET MORE OR LESS TO A POINT 10 FEET DISTANT WESTERLY, AT RIGHT ANGLES, FROM THE CENTER LINE OF SAID OLNEY J. DEAN STEEL CO.'S SPUR TRACK; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT AND PARALLEL WITH THE CENTER LINE OF SAID OLNEY J. DEAN STEEL CO.'S SPUR TRACK 76 FEET MORE OR LESS TO SAID POINT OF BEGINNING

ALSO

RIGHT AND PRIVILEGE OF OLNEY J. DEAN STEEL CO. AND TUTHILL PUMP CO. TO ENTER UPON ANY PART OF SAID STRIP OF LAND DESCRIBED ABOVE AND THE LAND SITUATED ALONG BOTH SIDES OF SAID STRIP, FOR THE PURPOSES OF ONSTRUCTING, MAINTAINING, AND OPERATING A SPUR TRACK ON SAID STRIP OF LAND, OPERATING OR CAUSING TO BE OPERATED, LOCOMOTIVES, CARS AND OTHER PROPERTY AND EQUIPMENT UPON SAID SPUR TRACK, AND MAKING ALL OTHER USES OF SAID OF SAID STRIP OF LAND NECESSARY TO OR DESIRABLE FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF SAID SPUR TRACK, AS CONTAINED IN GRANT MADE BY AND BETWEEN TUTHILL PUMP CO., A CORPORATION OF DELAWARE, ET AL., DATED APRIL 2, 1951 AND RECORDED APRIL 16, 1951 AS DOCUMENT 15054256.

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NOTE: PROVISIONS FOR THE PAYMENT OF COST OF MAINTAINING THE ABOVE SPUR TRACKS AS CONTAINED IN AGREEMENT BETWEEN ABOVE NAMED PARTIES DATED APRIL 17, 1951 AND RECORDED AUGUST 23, 1956 AS DOCUMENT 16679129, AS MODIFIED BY AGREEMENT DATED JANUARY 16, 1956 RECORDED AUGUST 31, 1956 AS DOCUMENT 16686579.

(AFFECTS PARCEL 1)

4. PERPETUAL EASEMENT FOR RAILROAD PURPOSES RESERVED IN DEED FROM CLEARING INDUSTRIAL DISTRICT, INC., A CORPORATION OF DELAWARE, TO GUARDITE CORP., A CORPORATION OF DELAWARE, DATED OCTOBER 20, 1949 AND RECORDED OCTOBER 21, 1949 AS DOCUMENT 14658448, OVER THAT PART OF PARCEL 2 OF THE CAPTION HEREIN WHICH LIES NORTH OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CURVED EASTERLY LINE OF PARCEL C OF THE PREMISES CONVEYED BY SAID DEED DOCUMENT NUMBER 14658448, SAID POINT BEING 52.97 FEET ARC MEASUREMENT NORTHWESTERLY FROM THE SOUTHEAST CORNER OF SAID PARCEL C AFORESAID AND BEING ALSO THE POINT OF REVERSE CURVE OF A CURVED LINE CONVEX TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG SAID CURVED LINE WITH A RADIUS OF 278.94 FEET A DISTANCE OF 161.10 FEET; THENCE CONTINUING WESTERLY TANGENT TO SAID CURVED LINE 18.52 FEET TO THE NORTHWEST CORNER OF SAID PARCEL C AFORESAID

(AFFECTS PARCEL 1)

5. RESERVATION OF A PERPETUAL EASEMENT BY THE GRANTOR, ITS LESSEES, GRANTEEES, SUCCESSORS AND ASSIGNS FOR RAILROAD PURPOSES OVER AND ACROSS THAT PART OF THE LAND LYING NORTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE CURVED EASTERLY LINE OF SAID TRACT WHICH IS 52.97 FEET ARC MEASUREMENT NORTHWESTERLY FROM THE SOUTHEAST CORNER THEREOF, SAID POINT BEING THE POINT OF REVERSE CURVE OF A CURVED LINE CONVEX TO THE NORTHEAST, THENCE NORTHWESTERLY ALONG SAID CURVED LINE WITH A RADIUS OF 278.94 FEET TO ITS INTERSECTION WITH A LINE 1120 FEET SOUTH OF THE SOUTH LINE OF EAST 95TH STREET AS MEASURED ALONG THE EAST LINE OF COTTAGE GROVE AVENUE, AS CONTAINED IN THE DEED FROM CLEARING INDUSTRIAL DISTRICT, INC., A CORPORATION OF DELAWARE, TO GUARDITE CORP., A CORPORATION OF DELAWARE, DATED OCTOBER 20, 1949 AND RECORDED OCTOBER 21, 1949 AS DOCUMENT 14658448.

(AFFECTS PARCEL 4)

6. EASEMENT OF TRACKAGE RIGHTS FOR INGRESS AND EGRESS OF RAILROAD ENGINES AND CARS FOR BENEFIT OF PROPERTY NORTHEAST OF AND ADJOINING AND ALSO THE PROPERTY WEST OF AND ADJOINING OVER, ALONG AND UPON TWO STRIPS OF LAND, EACH 20 FEET IN WIDTH OVER AND ACROSS PREMISES RESERVED IN THE DEED RECORDED DECEMBER 31, 1943 AS DOCUMENT 13200620 AND AS INDICATED ON THE PLAT ATTACHED TO SAID DEED. ALSO PROVISIONS CONTAINED IN SAID DEED RELATING TO THE CHANGE OF THE LOCATION OF BOTH OR EITHER STRIPS OF LAND AND TO THE COST RELATING TO THE CHANGE OF LOCATION.

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(AFFECTS THAT PART OF PARCEL 4 LYING EAST OF THE WEST 450 FEET OF THE NORTH 1200 FEET OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 11 WHICH LIES EAST OF AND ADJOINING THE EAST LINE OF COTTAGE GROVE AVENUE AND SOUTH OF AND ADJOINING THE SOUTH LINE OF 95TH STREET)

7. EASEMENT CREATED BY GRANT DATED APRIL 1, 1951 AND RECORDED APRIL 16, 1951 AS DOCUMENT 15054256 MADE BY AND BETWEEN TUTHILL PUMP COMPANY, A CORPORATION ILLINOIS, HARRY T. KESSLER AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 18, 1949, OLNEY J. DEAN STEEL COMPANY, A CORPORATION ILLINOIS, AND GUARDITE CORPORATION, A CORPORATION OF DELAWARE, UPON, OVER AND ACROSS THE LAND AND OTHER PROPERTY OF THE CONSTRUCTION, MAINTENANCE AND OPERATION OF A SPUR TRACK, OPERATING OR CAUSING TO BE OPERATED LOCOMOTIVES, CARS AND OTHER EQUIPMENT UPON SAID SPUR TRACK AND MAKING ALL OTHER USES THEREOF NECESSARY TO OR DESIRABLE FOR THE CONSTRUCTION, MAINTENANCE OR OPERATION OF SAID SPUR TRACK INCLUDING THE FULL AND FREE RIGHT AND PRIVILEGE AT ALL TIMES HEREAFTER TO ENTER UPON AND CROSS AND RECROSS THE SAID LAND OF TUTHILL PUMP CO. FOR THE PURPOSE OF LOADING AND UNLOADING CARS.

(AFFECTS PARCELS 1 AND 2)

8. RESERVATION IN THE WARRANTY DEED RECORDED AS DOCUMENT 16475833 FROM TUTHILL PUMP COMPANY, A CORPORATION ILLINOIS, TO CHICAGO BRIDGE AND IRON CO., CORPORATION ILLINOIS, IN FAVOR OF GRANTOR AND ITS SUCCESSORS OF THE RIGHT AND PRIVILEGE TO ENTER ON PART OF THE LAND LYING 10 FEET ON EACH SIDE OF THE SPUR TRACKS LOCATED ON THE LAND. SAID GRANTOR FURTHER AGREES TO INDEMNIFY THE GRANTEE AND ITS SUCCESSORS AGAINST ALL DAMAGE ARISING FROM THE OPERATION OF SAID SPUR TRACKS

(AFFECTS PARCELS 1 AND 2)

9. MATTERS DISCLOSED BY THE PLAT OF SURVEY BY SARKO ENGINEERING INC. DATED APRIL 29, 2002, LAST REVISION MAY 29, 2002, NUMBER 20020199-001 AND NOTE THE FOLLOWING:

1. ENCROACHMENT OF BUILDING LOCATED MAINLY ON THE PROPERTY EAST AND ADJOINING ONTO PARCEL 3 BY .06 FEET.
2. ENCROACHMENT OF CONCRETE SLAB ONTO PROPERTY SOUTH AND ADJOINING BY .07 FEET.
3. ENCROACHMENT OF CONCRETE FOUNDATION AND CONCRETE FLOOR SLAB ONTO PROPERTY SOUTH AND ADJOINING BY .5 TO 1.6 FEET.
4. ENCROACHMENT OF CONCRETE CURB AND ASPHALT PARKING LOT ONTO PROPERTY SOUTH AND ADJOINING BY 1.5 TO 2.9 FEET.
5. ENCROACHMENT OF WOOD FENCE ONTO PROPERTY SOUTH AND ADJOINING BY .6 TO 4.3 FEET.

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6. ENCROACHMENT OF FENCE LOCATED MAINLY ON THE PROPERTY WEST AND ADJOINING ONTO LAND BY 1.2 AND 1.5 TO 1.9 FEET.
7. ENCROACHMENT OF HOUSE OF KICKS SIGN 3 FEET NORTH OF THE NORTH PROPERTY LINE INTO THE EAST 95TH STREET RIGHT OF WAY.
8. ENCROACHMENT OF IRON FENCE FROM 2.1 TO 2.5 FEET NORTH OF THE NORTH PROPERTY LINE INTO THE EAST 95TH STREET RIGHT OF WAY.
9. ENCROACHMENT OF FENCE LOCATED MAINLY ON THE PROPERTY NORTH AND ADJOINING ONTO PARCEL 5 BY 1 FOOT TO 4.9 FEET.
10. RIGHT AND PRIVILEGE RESERVED IN THE WARRANTY DEED FROM TUTHILL PUMP COMPANY, A CORPORATION OF ILLINOIS, TO CHICAGO BRIDGE AND IRON COMPANY, A CORPORATION OF ILLINOIS, RECORDED AS DOCUMENT 16475833, TO ENTER ON THAT PART OF THE LAND LYING 10 FEET ON EACH SIDE OF THE SPUR TRACKS LOCATED ON THE LAND. GRANTOR AGREES TO INDEMNIFY GRANTEEES AND SUCCESSORS AGAINST ALL DAMAGES ARISING FROM THE OPERATION OF SAID SPUR TRACKS.

(AFFECTS PARCEL 2)
11. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.
12. ACTS OF THE GRANTEE, AND THOSE CLAIMING BY, THROUGH OR UNDER GRANTEE.
13. EXISTING ZONING, BUILDING AND OTHER GOVERNMENTAL AND QUASI-GOVERNMENTAL LAWS, CODES AND REGULATIONS.

UNOFFICIAL COPY

PLAT ACT AFFIDAVIT

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

The undersigned, the manager of SOUTH COTTAGE GROVE, L.L.C., an Illinois limited liability company, whose address is 9152 South Michigan Avenue, Chicago, Illinois 60619 being duly sworn on oath states that the attached deed is not in violation of Section 1 of the Plat Act (765 ILCS 205/1) for one of the following reasons:

Section A. Said deed is not applicable as the grantors own no adjoining property to the premises described in said deed.
OR

Section B. The conveyance falls within one of the following exemptions set forth in the Act at paragraph (b) of 1:

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of and impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configurations of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

CIRCLE LETTER OR NUMBER WHICH IS APPLICABLE TO ATTACHED DEED.

Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois to accept the attached deed for recording.

SOUTH COTTAGE GROVE, L.L.C., an Illinois limited liability company

By: Edward G. Gardner
Name: Edward G. Gardner
Its: manager

SUBSCRIBED AND SWORN to before me
This 19 day of APRIL 2006

Susan M. Marchewski
NOTARY PUBLIC



UNOFFICIAL COPY

PLAT ACT AFFIDAVIT

STATE OF ILLINOIS)

COUNTY OF Cook)SS.

The undersigned, the Sole Shareholder of BOTTLEWERKS MOLDING, INC., an Illinois corporation, whose address is 9152 South Michigan Avenue, Chicago, Illinois 60619 being duly sworn on oath states that the attached deed is not in violation of Section 1 of the Plat Act (765 ILCS 205/1) for one of the following reasons:

Section A. Said deed is not applicable as the grantors own no adjoining property to the premises described in said deed.
OR

Section B. The conveyance falls within one of the following exemptions set forth in the Act at paragraph (b) of 1:

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configurations of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

CIRCLE LETTER OR NUMBER WHICH IS APPLICABLE TO ATTACHED DEED.

Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois to accept the attached deed for recording.

BOTTLEWERKS MOLDING, INC., an Illinois corporation

By: Guy Jordan
Name: Guy Jordan
Its: Sole Shareholder and Owner

SUBSCRIBED AND SWORN to before me
This 19 day of April, 2006

Susan M. Marchewski
NOTARY PUBLIC

