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TRUSTEES' DEED STEBCO PRODUCTS CORPORATION 3950 S. Morgan

INEUS TRIAL REAL ESTATE

DEVELOPERS

CENTRAL MANUFACTURING DISTRICT

BOX 533 -

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TRUSTEES' DEED

A. D. 157), by and between W. WOOD PRINCE and JAMES F. DONOVAN, not as individuals but as Trustees of the CENTRAL MANUFACTURING DISTRICT under an Indenture and Declaration of Trust dated the first day of February, A. D. 1916, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, in Book 13717 of Record: f. Page 253, as Document Number 5814222, (hereinafter referred to as the "GRANTORS"), parties of the first part, and STEB O 1 RODUCTS CORPORATION, an Illinois corporation (hereinafter referred to as the "GRANTEE"), whose address is 3950 South Margan, Chicago, Illinois 60609, party of the second part,

WITNISSETH:

ARTICLE I

That under and by virtue of the power and authority contained in said Indenture and Decirration of Trust abovementioned and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations to them this day in hand paid, the receipt whereof is hereby acknowledged, the said Trustees as aforesaid, have and by these presents do remise, release, alien and convey unto the said GRANTEE, its successors and assigns forever, all that certain lot, piece or parcel of land commonly known as 3950 South Morjan, Chicago, Illinois, and more particularly described as follows, to-wit:

ARTICLE II

LEGAL DESCRIPTION

> That part of Lot Two (2) in Stock Yards Subdivision of the East Half (E½) of Section Five (5), Township Thirty-eight (38) North, Range Fourteen (14) East of the Third Principal Meridian,







bounded and described as follows:

Beginning at the point of intersection of the West line of the East Thirteen Hundred Seventy and Tirty-five Hundredths (1370.35) feet of said East Ialf (E½) of Section Five (5) with the South line of the North Seven Hundred Ninety-two (792.00) feet of said Sait Half (E½) and running

Thence west along the aforesaid South line of the North Seven Hundred Ninety-two (792.00) feet, a distance of Four Hundred Twenty-two and Forty-eight Hundredths (422.48) feet to its intersection with the West line of the East Seventeer Fundred Ninety-two and Eighty-three Hundredths (1792.83) feet of said East Half (E¹₂);

Thence north along the aforesaid West line of the East Seventeen Hundred Ni evy-two and Eighty-three Hundredths (1792.83) feet, a distance of Three Hundred Thirty-one and Seventy-five Hundredths (331.75) feet to its intersection with the Southerly line of the strip of land conveyed to the Chicago Piver and Indiana Railroad Company by deed recorded in the Recorder's Office of Cook County, Illinois, on October 10, 1963, as Document No. 18938207, (said Southerly line being a straight line extending eastwardly from a point which is Four Hundred Fifty-eight and Seventy-five Hundredths (458.75) feet south from the North line and Twenty-six Hundred Seventy-two and Sixty-three Hundredth, (2672.63) feet west from the East line of said Section Five (5) to a point which is Four Hundred Sixty-two and Sixtytwo Hundredths (462.62) feet south from the North line and Four Hundred Thirty-nine and Thirty-one Hundredt s (439.31) feet west from the East line of said Section Five (5));

Thence eastwardly along the Southerly line of said C



strip of land, a distance of Four Hundred Twenty-two and Forty-eight Hundredths (422.48) feet to its intersection with the West line of the East Thirteen Hundred Seventy and Thirty-five Hundredths (1370.35) feet of said East Half ($E_2^{\rm L}$) of Section Five (5) and

Thence south along said West line of the East Thirteen Hundred Seventy and Thirty-five Hundredths (1970.35) feet, a distance of Three Hundred Thirty-ne and One Hundredth (331.01) feet to the point of hejinning;

Containing One Hundred Forty Thousand (140,000) square reet of land, more or less,

together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, with all easements of record appurtenant thereto, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, light, title and interest, claim or demand whatsoever of the sail Trustees, either in law or in equity, of, in and to the above-described premises.

TO HAVE AND TO HOLD the said premises above-described with the appurtenances unto the Grantee, its successors, grantees and assigns forever, subject to the covenants, conditions, reservations, taxes and special assessments hereinafter set forth.

ARTICLE II

MATTERS TO WHICH CONVEYANCE IS SUBJECT

- 1. This conveyance is made subject to:
 - (a) General real estate taxes for 1970 and subsequent calendar years;
 - (b) Rights of public utilities in place, if any;
 - (c) Easements, reservations, covenants and

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matters hereinafter contained.

This deed of conveyance is especially subject to the provisions and covenants contained in the deed from The Union Stock Yard and Transit Company of Chicago, a corporation of Illinois, to Eleanor Nolan, dated November 30, 1961, and recorded as Document 18350127, conveying other premises, and to deed conveying other premises, and to deed conded August 11, 1964, as Document 19210823, and to Document 19130387, which documents provide that the premises herein conveyed will not be used for the purpose of a discount department store business for a period of twenty (20) years from and after November 30, 1961.

ARTICAL III

PRIVATE ALLEY EASEMENT

The Lessors have caused to be established a private alley thirty (30) feet in width over and adjoining the west fifteen (15) feet of the premises hereby conveyed.

The Lessors hereby reserve to themselves and to their successors, grantees and assigns, an easement in perpetuity over, upon, under, along and across the west fifeen (15) feet of the premises hereby conveyed for the use of the same for and as a part of said private alley thirty (30) feet in ridth for the use and benefit of the owners and occupants from time to time of the premises abutting on such private alley in common with the Grantors and their successors, grantees, lesses and assigns.

The Grantors further reserve to themselves and to the ϵ successors, grantees or assigns, the right and easement in per petuity in said thirty (30) foot private alley to install, struct, reconstruct, extend, enlarge, alter, repair, maintain and operate underneath the surface thereof sewers and all convenient and proper connections therewith and openings therein

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and all ways, conduits, mains, pipes or other conductors for carrying or conveying water, gas, steam, electricity (including poles and cables, wires and transformers thereon above the surface of the ground) or other similar substances or utilities or any of them and for any other apparatus that will not unreasonably interfere with the use of said thirty (30) foot strip of land a means of ingress and egress to and from any property by the owners and occupants from time to time of which the right to use the same for and as a private alley is hereby granted and by any others to whom similar rights may hereafter be granted.

The Grantors her by reserve to themselves, and to their successors, grantees or as igns, the right at any time to dedicate such private alley or any part of such private alley to the public to be used as and for a public alley.

The Grantors hereby give and grant to the Grantee herein the right to use said thirty (30) foot strip of land jointly with the Grantors and their successors, grantees or assigns and any others to whom they have heretofore granted or may hereafter grant similar rights as and for a private alley and for all lawful purposes of passage along the same and of ingress and egress to and from the premises hereby conveyed for so long as said alley remains a private alley.

ARTICLE V

MAINTENANCE AND IMPROVEMENT OF PRIVATE ALLEY

The Grantee hereby covenants and agrees for itself, its successors and assigns that it or they, at all times for so long as said alley as heretofore described remains private, will share in paying the cost of improving, repairing, maintaining in good condition and from time to time renewing the pavement, sewers, water mains and other improvements along or



in said private alley, such work to be performed by the Grantors, their successors, grantees or assigns, whenever in their judgment such work shall be necessary.

Whenever such work of improving, maintaining, repairing or renewing is performed by the Grantors, their successors, grantees or assigns, there shall be added to the cost of such work an amount of ten per cent (10%) for supervision, and the Grantee covenants and agrees for itself, its successors and assigns, that it or they, as the case may be, will pay its or their share of such addition of charge. The share of the Grantee or of its successors of assigns, of such cost in each case when any such work is done shall be that proportion of the total cost therefor which the frontage of the land herein conveyed on said private alley in which such work is done bears to the total alley frontage of the property on such alley, throughout the length of the same as now established or may be extended hereafter.

Bills for Grantee's proportion of such cost in each case when any such work of improving, maintaining repairing or renewing is done shall be rendered by the Granto's, their successors, grantees or assigns, whoever or whichever shall at such time have performed of caused to be performed 'uch work and shall be paid by the Grantee, or its successors it assigns, promptly upon receipt of such bill therefor, and if not paid within ten (10) days thereafter said Grantee, its successors or assigns, as the case may then be, shall in addition pay interest thereon at the rate of twelve per cent (12%) per annum from the date of rendition of such bill.

ARTICLE VI

UTILITY EASEMENT

The Grantors reserve to themselves, their successors and assigns an easement for all utility purposes along, upon,

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over, under, and across the north ten (10) feet of the west On: Hundred Eighty-three (183) feet of the premises hereby conveyed.

The Grantors reserve to themselves, their successors and assigns, in easement for all utility purposes along, upon, over, under, and across the north five (5) feet of the premises hereby on veyed except the west One Hundred Eightythree (183) feet the eof.

The Grantors firther reserve to themselves, their successors and assigns an easement for all utility purposes along, upon, over, under and across the east ten (10) feet of the premises hereby convarid.

ARTICLE VII

COVENANTS RUN WITH THE LAND

The covenants of the Grantee melein are intended to be and shall be construed as covenants running with the land hereby conveyed and binding upon the Grantee herein, its successors, grantees, lessees and assigns (owners or occupants from time to time of the lands hereby conveyed, or any part thereof).

IN WITNESS WHEREOF, one of the Trustees inder said Indenture and Declaration of Trust has, pursuan to the power and authority granted to him in and by said Indentife and Declaration of Trust, executed this instrument, all is of the day and year first above written.

TRUSTEES OF CENTRAL MANUFACTURING DISTRICT
Not Individually but as Trustees

Trustee as aforesaid

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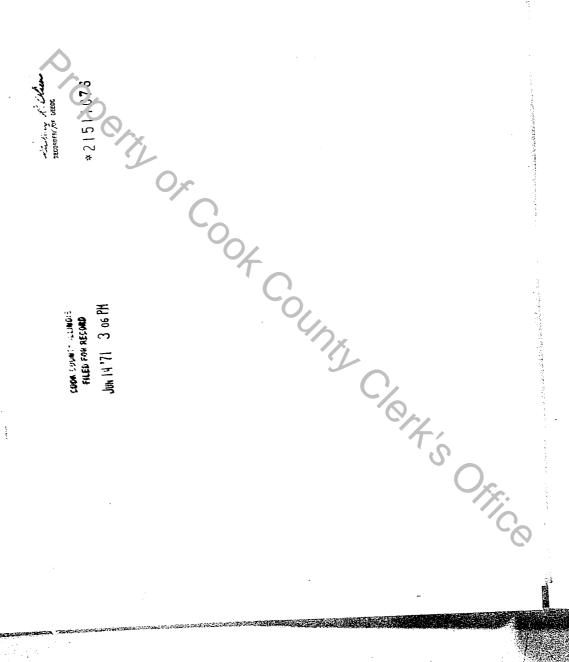
ATTEST:

Secretary

STEBCO PRODUCTS CORPORATION

President

(ADDIECO)
STOTE OF ILLINOIS) SS
CCUNTY OF COOK)
I, porothy F. SCHULTZ , a Notary Public, in
and io. the County and State aforesaid, DO HEREBY CERTIFY that
JAMES F. PONOVAN, personally known to me to be the same person whose ame is subscribed to the foregoing instrument
as Trustee, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument
as his free and voluntary act as such Trustee, for the uses
and purposes the ein set forth.
day of May, A. D. 1971.
day of
Dowthy J. Schie
Notary/Public
STATE OF ILLINOIS)) SS
COUNTY OF COOK)
I, Mary Libidia, a Notary Public, in and
for the County and State aforesaid, DO HERLEY CERTIFY that Line President, and Muldold Stein
Secretary of said Secretary of said STEBCO PRODUCTS CORPORATION, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Secretary and Middle Stein Ste
names are subscribed to the foregoing instrument as such
this ady in person and acknowledged that they signed, sealed
and delivered said instrument as their free and voluntar; act, and as the free and voluntary act of said corporation, or
the uses and purposes therein set forth.
day of, A. D. 1971.
day of, A. D. 1971.
Notary/Public
Chicago Tille Tomat Ca
Chicago Telle Tomat Ca
Chicago Islamia 8 " att. De Saleful
att. Be Sillel



*END OF RECORDED DOCUMENT