



TRUSTEE'S DEED

21 844 187

Form 154 R 2-62

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made this 22nd day of March, 1972; between CHICAGO TITLE AND TRUST COMPANY, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 12th day of April, 1962 and known as Trust Number 44344, party of the first part, and TRW INC., an Ohio Corporation, 1500 Morse Avenue, Elk Grove Village, Illinois

party of the second part. WITNESSETH, That said party of the first part, in consideration of the sum of Ten and no/100 (\$10.00) DOLLARS, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

That part of Section 34, Township 41 North, Range 11, East of the Third Principal Meridian, described as follows: Beginning at the intersection of the North line of Morse Avenue and the West line of State Route 83 in said Section 34; thence West along the North line of Morse Avenue, 638.03 feet to the East line of Centex Industrial Park Unit 131, being a Subdivision in said Section 34; thence North on the East line of said Unit 131, 350.00 feet to the Northeast corner of said Unit 131; thence West on the North line of said Unit 131, 583.00 feet to the Northwest corner of said Unit 131; thence North on the Northerly extension of the West line of said Unit 131, 290.00 feet to the South line of Lunt Avenue; thence East along said South line of Lunt Avenue, 1226.20 feet, more or less, to the West line of said State Route 83; thence South along said West line of State Route 83, 640.00 feet more or less to the place of beginning in Cook County, Illinois and (CONT ON REVERSE)

TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part.

SUBJECT TO: Restrictions contained in Exhibit "A" attached hereto.

This deed is executed pursuant to and in the exercise of the power and authority granted to said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Assistant Vice-President and attested by its Assistant Secretary, the day and year first above written.

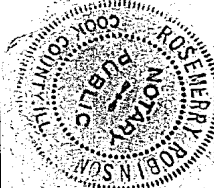


CHICAGO TITLE AND TRUST COMPANY, Trustee as aforesaid,

By *[Signature]* Assistant Vice-President

Attest *[Signature]* Assistant Secretary

STATE OF ILLINOIS,)
COUNTY OF COOK) SS.



I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal March 22, 1972 Date

[Signature] Notary Public

DELIVER TO INSTRUCTIONS

RECORDER'S OFFICE BOX NUMBER 177

FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

COOK CO. NO. 016
087281
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT OF REVENUE
62700

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Lot 243 in Center Industrial Park Unit 131, being a resubdivision in
Section 34, Township 41 North, Range 11, East of the Third Principal
Meridian, in Cook County, Illinois

EXHIBIT "A"

This conveyance is made and accepted upon each of the following stipulations, restrictions and conditions which are hereby made covenants running with the land, and which shall apply to and be binding upon the purchaser, its successors or assigns:

1. No building shall at any time be erected on the said premises within twenty-five (25) feet of any street right of way adjoining the same, or within ten (10) feet from side lines of the premises.
2. No loading dock shall be erected on the said premises fronting on any street, unless the front of such loading platform shall be set back at least sixty (60) feet from the property line abutting the street on which said loading dock fronts.
3. The grantee agrees to provide on the premises off-street automobile parking facilities based on a minimum rate of one 200-square-foot space for each two (2) employees employed on the premises by the original occupants thereof.
4. All buildings erected on the property shall be of masonry construction or its equivalent or better. Front walls of such buildings facing on streets must be finished with face brick, stone, modern metal paneling, glass or their equivalent. Other permanent walls shall be faced with common brick, concrete tilt-up panels, or equivalent or better, provided that non-

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bearing walls constructed with a view to being knocked out to provide for future extension of a building shall not be considered permanent walls and may be of any construction other than order cement block. Any construction other than the above shall be submitted to and approved by the grantor. Such approval shall not be unreasonably withheld.

5. The area between the North line of Morse Avenue and the building lines of buildings fronting on Morse Avenue shall be used for either open landscaped or green areas or for service access to the building, or for parking lots. Landscaped areas shall be done attractively with lawns, trees, shrubs and similar treatment and shall be properly maintained in a sightly and well kept condition.

6. Water towers, water tanks, standpipes, penthouses, elevators or elevator equipment, stairways, ventilating fans or similar equipment required to operate and maintain the building, fire or parapet walls, skylights, tanks, cooling or other towers, wireless, radio or television masts, roof signs, flagpoles, chimneys, smoke stacks, gravity flow storage, and mixing towers or similar structures may exceed a height of fifty (50) feet from the established building grade only with the approval of grantor, which approval shall not be unreasonably withheld. By the above, no restriction is intended as to building heights.

7. Grantee, for itself and its successors in title,

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agrees that at the request of the original grantor, from time to time, easements will be granted (conditioned on restoration of the premises) to a designated public utility or to the Village of Elk Grove Village for the purpose of erecting, constructing, maintaining and operating underground utility services, including underground conduits for electric lighting and power, telephone, gas, sanitary sewer, storm sewer and water, under and through the 25-foot strips of the above described property adjoining the South line of Lunt Avenue, the West line of State Route 83 and the North line of Morse Avenue and under and through the West 10 feet of said property, and also for drainage with respect to said last mentioned 10-foot strip; provided always that nothing herein shall be deemed to restrict the right of the grantee, or its successors in title and assigns, to use, or to grant easements, for the same or other purposes in said designated strips of land; or, from time to time, to subdivide or resubdivide all or any part of the real estate conveyed by this instrument and, in connection therewith, to reserve or dedicate easements in the areas and for the purposes described in this Paragraph 7, whether or not such use, grant, dedication or reservation shall operate to deprive the grantor of the rights reserved to it in this Paragraph 7.

8. Storage yards for equipment, raw materials, semi-finished or finished products shall be so shielded by a fence, shrubs, hedges or other foliage as to effectively screen the view of such storage area from the street.

9. The premises shall not be used or maintained as a dumping ground for rubbish. Garbage shall not be kept except in sanitary containers, and all incinerators or other equipment for the disposal thereof shall be kept in a clean and sanitary condition.

10. No fence, wall, hedge or shrub, plant or tree which obstructs site lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner within the triangular area formed by street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines.

11. Each of the foregoing covenants, conditions and restrictions shall run with the land hereby conveyed, and a breach of any one of them and a continuance thereof, may, at the option of grantor or its successors in trust be enjoined, abated or remedied by appropriate proceedings. It is understood, however, that the breach of any of the foregoing covenants, conditions and restrictions shall be binding upon the grantee and its successors in title only for and during the respective periods of time during which they hold title and then only with respect to that part of the land hereby conveyed as to which they hold title, shall not render the grantee or any of its successors in title liable in damages; shall not cause a forfeiture or reversion of title, and shall not defeat or render invalid the lien of any mortgage on the premises made in good faith and for value; provided, however,

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that any breach or continuance thereof may be enjoined, abated or remedied by the proper proceedings as aforesaid; and provided further, that each and all of the foregoing covenants, conditions and restrictions shall at all times remain in full force and effect against said premises or any part thereof, title to which is obtained by foreclosure of any such mortgage. Notwithstanding the provisions of this Paragraph 11, it is further understood and agreed that the foregoing covenants, conditions and restrictions are for the sole benefit of and shall be enforceable only by the grantor herein and are not for the benefit of or enforceable by the owners or occupants of any other property whatsoever, whether or not such owners or occupants of any such other property may have heretofore acquired, or may hereafter acquire, such other property from the grantor; and the grantor's rights hereunder shall not be assignable except to its successor in trust. Anything in this deed contained to the contrary notwithstanding, it is also understood and agreed that with respect to all or any part of said premises that hereafter may be conveyed to a trustee, such trustee shall be deemed to accept such conveyance not in its individual capacity but solely as trustee to bind the trust estate and such trustee shall have no personal liability or responsibility in its individual capacity with respect to the keeping or performing of any of the covenants, conditions or restrictions contained herein. Written approval or waiver by Bennett & Kahnweiler,

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120 South Riverside Plaza, Chicago, Illinois 60606 (they being hereby designated as grantor's agent for such purposes) shall, for all purposes, be deemed to be the approval of the grantor when such approval is required hereunder or, as the case may be, the waiver by the grantor of any of the covenants, conditions and restrictions hereinabove set forth.

12. The conditions, covenants and restrictions set forth in Paragraphs 1 through 11, inclusive, hereof shall terminate on October 1, 1982 and shall be of no further force or effect thereafter.

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Shelby K. Olson
1972 MAR 22 PM 4 36

RECORDED BY DEPT. OF RECORDS & CLERK OF COOK COUNTY, ILL. THIS ALSO FOR ATCOOL

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Exhibit "A" - Page 6

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END OF RECORDED DOCUMENT