JUL 25 45 376 PM

22 410
22 413 678
This Indenture Witnesseth, That the Grantor,
Joseph R. Rizzo and Mary L. Rizzo, his wife of the County of
of the sum of Ten and No/100 Dollars (\$10.00).
in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Couvey S.
and Quit-Claim.S
trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 20th
day of October 1972, and known as Trust Number 19302
the following described real estate in the County of
Fig. e o as Exhibit A. Reserving to the Grantor the easements described in Exhibit B
attached hereto for themselves, their successors, heirs and assigns and for the parties to that leriain easement agreement dated January 24, 1968 recorded in Cook County as
documen No. 20404465, for ingress and egress from, to and between the various tracts of land described as fee parcels in that agreement.
1190(1 M
Name:
Add KLEFSTAD ENG CO INC
Address: HAN ENG CO INC City: CHICAGO 12L 60641
Fame 104 20 5/72 533
SUBJECT TO the matters set forth in Exhibit C attached hereto.
TO HAVE AND TO HOLD the said real estate with the appurter
Full power and authority is hereby granted to said Trustee to hereby and a received and subdivide said real estate or any part thereof, to deficiate parks, severts, highways or alloy and to reacute any estate in the real columns of the real state as often
as desired, to contract to sell, to grant options to perchase, to sell on any terms, to one over the wind or witness consideration, to convey said real estate or any part thereof to a successor in trust and to grant to such accessor or successor in trust and to grant to such accessor or successors in trust all of the part of the successor or successors in trust all of the part of the successor or successors in trust all of the part of the successor or successors in trust all of the part of the
to lease said real crists, or say part thereof, from time to time, is possession or reversion, by ker at to a mental is passessid or in fatton, and command any terms, and for any period or periods of time, not exceeding is the case of any single center if the time of 150 years, and to renow or command to the command of
at any time or times hereafter, to contract to make leaves and to grant options to leave and option. It we leave and options to personal towards whole or any part for the reversion and to contract respecting the namer of fixing the amount of process. In the partition or to exchange, unit real exists, or any part thereof, for other real or personal property, to grant examents on any of any pink, to release, convey.
exchange said real estate, or any part thereof, for other real or personal property, to grant essentiate on the of any pind, to release, convey or assign any right, title or interest in or about or essentent appartment to said real estate or any part the.eo' and to deal with said real estate or any part the real or any right, title or interest in or about or essentent appartment to said real estate or any part the.eo' and to deal with said real estate and errory part thereof in all other ways and for such other considerations as it would be lawful for any crase awaing the same to deal with the same, whether similar to or different from the ways above specified, at any time or times bereafter.
In no case shall any party dealing with said Trustes, or any successor in trust, in relation to said real said e. or to whom said real estate or any part throat shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any necessor in try. be obliged to see to the substitution of any outstane moner, runt or momery between the arranged on said real estate, or be obliged to see it is to be substituted on any other states.
trust have been compiled with, or he obliged to invuin into the authority, accessive or expediency of any net of said Titust, or he obliged or privileged to incurie in longuire into any of the terms of said Titust Agreement; and every deed, trust deed, mortgager, least or othe distributer "extend by said Titustes, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person of cladific, the Registers of Titles of said country) relying upon or claiming under any such conveyance lease or other instrument, (a) that at it ; time of the
Registrar of Titles of said county) relying upon or claiming under any such conveyance lease or other instrument, (a) that at it is 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 Course, no or definition that was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust A
authorised and empowered to rescuite and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the coaver, see / made to a successor of successor in trust, that such successor in trust, the such such as the such successor in trust, the such such as the such such as the such such as the such successor in trust, the such such as the such as the such
the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust. This conversarce is made upon the express understanding and condition that neither Central National Bank in Chicago, individually or as Trusters, nor its successor or successors in trust shall incur any personal liability or be subjected to any chim, independent 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 provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property hoppening in or about said real estate, any said all the provisions of the provision of the
connection with said real ratus say be entered into by it in the name of the their beneficiaries under said Trust Agreement as their gatories; inclust, hereby invessed as appointed for such purposes, or at the election of the Trustee, in its own name, as Trusts of an express trust and real individually (and the Trustee shall have no obligation whatsovers with respect to any such contract, deligations or individually can be able to the said property and funds in the actual possession of the Trustee shall have a collection of the population of the property and funds in the actual possession of the Trustee shall have the approach of the property and funds in the actual possession of the Trustee shall be approached for the payment and discharge hereof. All persons and corporations whomever each whatever daily the Agreement with notice of this condition from the date of the filling for record of this Deal.
The internet of each and every beneficiary hereusder ind under said Trust Agreement and of all persons claiming under them or any or times shall be only in the carriage, swalls and proceeds arising from the said or any other disposition and real estate, and even hereuses it hereby declared to be personal property, and no beneficiary hereusder shall have any title or internet, legal or equivalet, in or to said real estate as such, but only an internet in the survivies, avails and proceeds thereof as aforeast, the intension herein is to said Contral Meridan 4.
hereby declared to be paramal property, and no beneficiary hereunder shall have any title or interest, ignd or equitable, in or to said real entain as such, but only an interest in the entaining, avails and proceeds thereof as aforement, the intention hered being to west in said Compan Hational Bank in Chicago the entire legal and equitable title in for simple, in and to all of the real seates above described. If the title to said of the above real entate is now or hereafter registered, the Registers of Titles is hereby directed not register or some in the cartifacts of title or deplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitation," or wedge of dasher
impart, in accordance with the statute in such case made and provided.
of the State of Likecia, providing for the cressption of homestoods from sale on concertion or otherwise.
In Witness Whereof, the grantor aforesaid ha hereunto set Our hand S and Seal S this 220d day of June 1973
xh. of O Cinc
CENTRAL NATIONAL BANK IN CHICAGO White J. Res 2 1 [5841]
120 South Le Saile Street Chicago, Illinois 60603

2054 JOUNTY, ILLINOIS FILED FOR REGORD Jul 25 73 2 59 Pt. 22413678 NTRAL NATIONAL BANK IN CHICAGO

EXHIBIT A

Attached to and made part of deed from Joseph and Mary Rizzo to Central

National Bank as Trustee under Trust No. 19302

That part rind or Block 3 in the Northwestern Terra Cotta Company's Resubdivision of a part of the Northeast quarter of the Southeast quarter of Section 30. Township 40 North. Range 14 East of the Third Principal Meridian bounded and described as follows

Commencing on the North line of the South 435 feet of said Lot or Block 3 at a point which is 15-32 feet West from the East line of said Lot or Block 3, and rupping

thence North along a line which is 15-32 feet West from the East line of said Lot or Block 3, a distance of 35-18 feet to a point of biginning of that part of Lot or Block 3 hereinafter described.

thence West along a line 470.18 feet North from and paraliel with the south line of Lot or Block 3, a distance of 278.51 feet to its intersection with the Westerly line of said Lot or Block 3,

thence Northwardly along said Westerly line of Lot or Block 3, being the arc of a circle, convex Westerly and having a radius of 5680.65 feet, a distance of 158.74 feet to a corner of said Lot or Block 3;

thence Westwardly along a line of said Lot or Block 3, a distance of 9.95 feet to another corner of said Lot or Block 3;

thence Northwardly along the Westerly line of said Lot or Block 3, being a meandering line, a distance of 304.69 feet to a point which is 933.28 feet North from a Westward extension of the South line of Lot or Block 3;

thence Eastwardly along a straight line, a distance of 15.58 feet to a point which is 299.65 feet West from the East line and 931.63 feet North from a Westward extension of the South line of said Lot or Block 3;

22.413.678

UNOFFICIAL COPY and the parting position of the parting of the par

summed and described a choice

BY THE BOOM LYMORER FORCE COLORS

CAPERT V

thence Eastwardly along a straight line, a distance of 95.33 feet to a point which is 204.32 feet West from the East line of 932.38 feet North from the south line of said Lot or Block 3.

thence South along the West line of the East 204.32 feet of said Lot or Block 3. a distance of 42.38 feet to its intersection with the North line of the South 890 feet of said Lot or Block 3.

thence Earthalong said North line of the South 890 feet of said Lot or Block 3, a distance of 179 feet to the West line of the East 75.32 feet of said : Lot or Block 3,

thence South along the Vest line of the East 75.32 feet aforesaid, a distance of 21.04 feet to the North line of the South 868.96 feet of said Lot or Block 3,

thence East along the North line of the South 868.96 feet aforesaid, a distance of 60 feet to the West line of the East 15.3 feet of said Lot or Block

thence South along the West line of the East 15.32 feet aloresaid, a distance of 30 feet to the North line of the South 838.96 feet of said 1 of or Block 3.

thence West along the North line of the South 838.96 feet aforesaid, a distance of 60 feet to the West line of the East 75.32 feet of said Lot or Block 3.

thence South along the West line of the East 75.32 feet aforesaid, a distance of 329.08 feet to the North line of the South 509.88 feet of said Lot or Block 3.

thence East along the North line of the South 509.88 feet aforesaid, a distance of 60 feet to the West line of the East 15.32 feet of said Lot or Block 3, and

thence South along the West line of the East 15.32 feet aforesaid, a distance of 39.70 feet to a point of beginning.

Containing 106,749 Square Feet of land, more or less.

2 413 678

thence East along the North line of the South 868, 96 feet afcroseid,

UNOFFICIAL COPY

Werne South Hotog the West fine . The Fast 77, 32 feet aforesaid. a

1 BATE 1

the cold fast as no said the the int or the South 890 feet of sold Lot or the K 3, a discende of 129 feet of the West line of the East 75,32 feet of sold.

the control of the second second

Francisco Francisco Companyo (p. princi)

The second secon

EXHIBIT B.

Attached to and made part of deed from Joseph and Mary Rizzo to Central National Bank as Trustee under Trust No. 19302.

That part of Lot or Block 3 in the Northwestern Terra Cotta Company's Resubdivision of point of the Northeast quarter of the Southeast quarter of Section 30, Township 40 North Range 14 East of the Third Principal Meridian bounded and described as follows:

Commencing on the North line of the South 435 feet of said Lot or Block 3 at a point which is 15.32 feet West from the East line of said Lot or Block 3, and running

thence North along a line which is 15.32 feet West from the East line of said Lot or Block 3, a distance of 35.18 feet to a point of beginning of that part of Lot or Block 3 hereinafter described;

thence West along a line 470.18 feet North from an invarially with the South
thence No thwardly to a point
line of Lot or Block 3, a distance of 100 feet to a point 2. 04 feet South of the
North line of the South 890 feet of Lot or Block 3 at a point 100 feet West of the West
line of the East 15.32 feet of Lot or Block 3;

thence East along the North line of the South 868.96 feet of said Lot or Dirack

3, a distance of 100 feet to the West line of the East 15.32 feet of said Lot or black?

thence South along the West line of the East 15.32 feet aforesaid, a distance of 30 feet to the North line of the South 838.96 feet of said Lot or Block 3;

thence West along the North line of the South 838.96 feet aforesaid a distance of 80 feet to the West line of the East 95.32 feet of said Lot or Block 3;

thence South along the West line of the East 95,32 feet aforesaid, a distance of 329.08 feet to the North line of the South 509.88 feet of said Lot or Block 3;

thence East along the North line of the South509.88 feet of said Lot or Block 3, to the West line of the East 15.32 feet aforesaid and

thence South along the West line of the East 15.32 feet aforesaid, a distance of 39.70 feet to the point of beginning.

EXHIBIT 8

EXHIBIT C.

Attached to and made part of deed from Joseph and Mary Rizzo to Central National Bank as Trustee under Trust No. 19302.

- . Railroad rights of way, switch and spur tracks.
- 2. Ixisting sever located in vacated North Hermitage Avenue between lots 2 and 3 aforesaid.

(Affects I, EIX, EXI)

Wrightwood Avenue which point is 14 feet East of the South
East corner of 1.t 3, thence North along the Westerly side of the
presently existing 12 foot North and South driveway a distance
of 99.41 feet, thence continuing Northerly along said line a
distance of 19 feet 11 inches more or less to the Southerly line
of the existing East and West driveway, thence Westerly line
southerly line of said existing East and West driveway a distance
of 34 feet 3 inches, there were Southerly at right angles a distance
of 19 feet 11 inches, there west a distance of 54 feet 1 inch to
the South East corner of Parcal 3 therein described, thence
North at right angles to the last described line a distance
of 29 feet 7 inches more or has to the Northerly line of said
presently existing East and West driveway, thence East along said
Northerly line of said driveway a distance of 100 feet 4 inches
more or less to the Easterly line of said presently existing North
and South driveway, thence South along, and Easterly line of said
North and South driveway to a point or the Northerly line of
Wrightwood Avenue 12 feet East of the vace of beginning, thence
West 12 feet to the place of beginning (exception however, to be effective only so long as said wildings or
structure remain as presently located) granted by any distance
Terra Cotta Properties Corporation, an Illinois corporation to
Helen S. Galligan dated January 24, 1946 and recorded January
30, 1946 as document 13708497.

2 413 573

- 4. Non exclusive easement for the benefit of premises not now in question conveyed by Warranty Deed dated October 8,1953 and recorded October 22, 1953 as document 15751224 from Northwestern-Terra Cotta Corporation, a corporation of Illinois to Rizzo Bros. Warehouse Corporation, an Illinois corporation for ingress to and egress from said premises not now in question over those two portions of the premises in question described as follows:
- (1) that part of vacated North Hermitage Avenue between lots 2 and 3 in Northwestern Terra Cotta Company's Resubdivision described as follows: beginning at the point of intersection of the East line of the West 26 feet of said vacated North Hermitage Avenue with the North line of West Wrightwood Avenue and running thence North along said East line of the West 26 feet a distance of 80 feet; thence North Easterly a distance of 59.94 feet to a point which is 39feet East of the West line of said vacated North Hermitage Avenue and 138.50 feet North of said North line of West Wrightwood Avenue; thence North Westwardly a distance of 32.59 feet to a point on the East line of said West 26 feet which 32.30 feet North of said North line of West Wrightwood Avenue; there east line of the West 26 feet a distance of 3.00 feet; thence West parallel to said North line of West Wrightwood Avenue a distance of 26 feet to said West line of vacated North Hermitage Avenue and the East line of said lot 3; thence Botth along said East line of lot 3 a distance of 290 feet to the Botth face of a brick building which is 130 feet North of the South East corner of said lot 3; thence East along an Eastward extension of 13 line of said South face of said brick building a distance of 14 feet; thence South along the East line of the West 14 feet of saic vacated North Hermitage Avenue a distance of 130.02 feet to 15 intersection with said North line of West Wrightwool Avenue and thence East along said North straight line a listance of 12 feet to the place of beginning excepting from he above described land any part or parts, thereof if any which are now occupied by buildings or structures;
- (2) That part of lot 3 in Northwestern Terra Cotta Company's Resubdivision and that part of vicited North Hermitage Avenue lying East of and adjoining said lot 3 described as follows: beginning at the point of intersection. (The East line of the West 14 feet of said vacated North Hermitage Avenue with the Southerly line of the present saising driveway, which point is 119.33 feet more or less North of the North line of West Wrightwood and running thence Vesterly along said Southerly line of said existing driveway, which Southerly line of property described as Parcel 1 in a deed dated January 30, 1946 and recorded in the Recorder' Office in Cook County, Illinois as document 13708497 and continuing Westerly along said Southerly line extended a distance of 90.83 feet more or less to its intersection with the last line of property described as Parcel 3 in said deed thence Northerly along said East line of said Parcel 3 a distance of 10.56 feet to its intersection with a Westward extension of the line of the South face of a brick building; thence Easterly along said line of the South face of a brick building, along said Westward extension thereof and along an Eastward extension thereof a distance of 90.73 feet more or less to its intersection with said East line of the West 14 feet of vacated North Hermitage Avenue and thence South along said East line of the West 14 feet a distance of 10.69 feet to the place of beginning, excepting from the above described land any part or parts thereof, if any, which now occupied by buildings or structures.

(Affects EI)

5. Easement granted in the Agreement dated January 24, 1968 and recorded February 14, 1968 as document 20404465 from Joseph P. Rizzo and Mary L. Rizzo, his wife to American National Bank and Trust Company of Chicago as trustee under trust No. 25629 and under trust agreement No. 25630 for ingress and egress over the following described property:

EASEMENT E.II
That part of Tract VII described as: that part of lot or block 3
in Northwestern Terra Cotta Company's Resubdivision of a part of
the North East quarter of the South East quarter of Section 30,
Township 40 North, Range 14, East of the Third Principal Meridian,

Beginning on the West line of the East 15.32 feet of said lot or block 3, at a point which is 509.88 feet North from the South line of said lot or block 3 and running thence West along the North line of the South 509.88 feet of said lot or block 3, a distance of 40feet; thence South Eastwardly along a straight line, a distance of; 69.07 feet to a point on said West line of the East 15.32 feet of said lot or block 3 which is 453.88 feet North from the South line of said lot or block 3, and thence North along the West line of the East 15.32 feet aforesaid, a distance of 56.00 feet to the place of beginning.

EASEMENT E.V.
That part of Tract VII which is described as: that part of lot or block 3 in the Northwestern Terra Cotta Company's Resubdivision of part of the North East quarter of the South East quarter of Section 30, Township 40 North, Range 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 15.32 feet of said lot or block 3 with a Westward extension of the South line of the North 247 feet of lot or block 2 in Northwestern Terra Cotta Company's Resubdivision (said point of intersection being 868.96 feet North from the South line of said lot or block 3) and running thence West along the North line of the South 868.96 feet of said lot or block 3, a distance of 60 feet; thence South along the West line of the East 75.32 feet of said lot or block 3, a distance of 30 feet; thence East along the North line of the South 838.96 feet of said lot or block 3, a distance of 30 feet to the place of beginning.

6. Easement granted in the Agreement dated January 24, 1968 and recorded February 14, 1968 as document 20404465 from Joseph R. Rizzo and Mary L. Rizzo, his wife to American National Bank and Trust Company of Chicago as trustee under trust agreement No. 25630 for railroad switch track purposes over the following described property:

EASEMENT E.VI
That part of Tract VII described as: that part of lot or block
3 in Northwestern Terrra Cotta Company's Resubdivision of the
North East quarter of the South East quarter of Section 30,
Township 40 North, Range 14, East of the Third Principal
Meridian, bounded and described as follows:

Beginning on the Westerly line of said lot which is 933.28 feet North from a Westwar' extension of the South line of said lot or block 3, and running thence Rastwardly along a straight line (the Easterly terminus of which is a point 299.65 feet West from the East line and 931.63 feet North from Said Westward extension of the South line of said lot or block 3) a distance of 9 feet; thence South Westwardly along a straight line a distance of 82.69 feet to a point on the Westerly 11 9 of said lot or block 3 which is 83.00 feet South from the place of beginning and thence North Wardly along the Westerly line of Said lot or block 3 said distance of 83.00 feet to the place of beginning.

- 7. Terms, provisions and conditions relating to said easement described as Parcels EI, EVII IX, EXI, EXII, AND EXIII, contained in the instrument creating such easements.
- 8. Rights of the adjoining owner or owners to the concurrent use of said easements.