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DECORDED OF DEEDS COOK COUNTY, ILLINOIS 22 538 598 FILED FOR RECORD TEE'S DEED 7.73 3 33 PM Nov *22538598 THE ABOVE SPACE FOR RECORDERS USE ONLY THIS INDENTURE, made this 1st day of November , 1973 , 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 28th day of December , 1972, and known as Trust Number 61287 , party of the first part, and Joyce C. Toman, divorced and not remarried 8501 Higgins; Chicago, Illinois Lot 162 in Higgins Industrial Park, Unit 112, being a Subdivision of the North East Quarter (1/4) of Section 27, Township 41 North, Range 11, East of the Third Principal Meridian, subject to Exhibit "A" attached hereto. 0 together with the tenements and appurtenant a theret. TO HAVE AND TO HOLD the same unto will part the second part. F ILLINOIS
TRANSFER TAX CHICAGO TITLE AND TI VE. COMPANY As Trustee as aforesaid, Ву STATE OF ILLINOIS, COUNTY OF COOK Iller NAME CHICAGO TITLE AND TRUST COMPANY 111 WEST WASHINGTON CHICAGO, ILLINUIS 60602533 E M. BYRON ATTN: RECORDER'S OFFICE BOX NUMBER

LLEE C TILLIAM

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EXHIBIT "A"

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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. That no building shall at any time be erected on the said premises w'nn twenty-five (25) feet of any street right-of-way adjoining the same, within for (10) feet from all side boundary lines, or within fifteen (15) feet from the rear boundary line 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 hard surface parking areas of blacklop, asphalt or concrete based on a minimum rate of one 300-square foot space for sach three (3) 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 facing on streets of such buildings must be finished with face brick, stone, modern metal pateling, glass or their equivalent. Other walls shall be faced with common brick or its equivalent. Any construction other than the above shall be sub nitted to and approved by grantor.
- 5. Grantee agrees that the area between the building lines and the street property lines shall be used for either open landscaped and green areas or for service access to the building, or to a parking lot. 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.

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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) (ext 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. Clorage 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.

8. The premises hill not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers. All incine to sor other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. No fence, wall, hedge or should 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 the n at points twenty-five (25) feet from the intersection of the street lines.

10. Each of the foregoing covenants, conditions and restrictions shall run with the land hereby conveyed, and a breach of any one of the n and a continuance thereof, may, at the option of grantor, its successor, or assigns, be enjoined, abated or remedied by appropriate proceedings.

It is understood, however, that the breach of any of the foregoing covenants,

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conditions and restrictions shall not default or render invalid the lien of any mortgage on the premises made in good faith and for value; provided, however, 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.

ll. The conditions of this contract shall survive the deed given pursuant hereto.

12. The conditions and covenants herein contained shall terminate and be of no further effect after twenty-five (25) years from January 1, 1967.

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END OF RECORDED DOCUMENT