

TRUSTEE'S DEED

(TORRENS)



Form 414 R 9-71 Joint Tenancy

The above space for recorders use only

THIS INDENTURE, made this 1st day of May, 1974, between CHICAGO TITLE AND TRUST COMPANY, a corporation of Illinois, as trustee under the provisions of a deed or deeds in trust, duly filed in the Registrar's Office of Cook County, Illinois, and delivered to said company in pursuance of a trust agreement dated the 1st day of July, 1968, and known as Trust Number 52300, party of the first part, and

James C. Terpstra and Alan Henrickson, c/o Terpstra Masonry, 23 Walnut Street, Roselle, Illinois 60172

not as tenants in common, but as joint tenants, parties 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 parties of the second part, not as tenants in common, but as joint tenants, the following described real estate situated in Cook County, Illinois, to-wit:

Lot 30 in Block 3 in Centex-Schaumbury Industrial Park Unit 100, being a subdivision of part of the North Half of Section 33, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

Exempt under provisions of Paragraph D, Section 4, Real Estate Transfer Tax Act.

5/17/74 Date Buyer, Seller or Representative

Together with the tenements and appurtenances thereto belonging, TO HAVE AND TO HOLD the same unto said parties of the second part forever, not in tenancy in common, but in joint tenancy.

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

THIS INSTRUMENT WAS PREPARED BY:

ARLENE M. KATALINIC 111 W. Washington Street Chicago, Illinois 60602

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in 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 the Registrar's Office 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 the Assistant Vice President and attested by its Assistant Secretary, the date and year first above written.

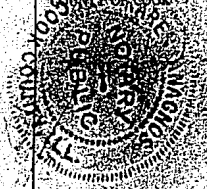
CHICAGO TITLE AND TRUST COMPANY As Trustee as aforesaid,

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 May 9, 1974 Date

[Signature] Notary Public

NAME PRITZKER & PRITZKER STREET Two First National Plaza CITY Chicago, Illinois 60670

FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER

Do Not Deliver RETURN TO Transfer Desk

This space for affixing riders and revenue stamps

22 720 273 Document Number

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 within twenty-five (25) feet of any street right-of-way adjoining the same, within ten (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 blacktop, asphalt or other recognized hard surfaces, based on a minimum rate of one 300 square foot space for each two (2) employees employed on the premises by the original occupants thereof, and to treat the side slopes of any drainage ditch on the property with either sod, asphalt, pavement or riprap.

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 paneling, glass or their equivalent. Other walls shall be faced with common brick or its equivalent.

5. Grantee agrees that the area between the setback lines and the curb 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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6. Water towers, water tanks, stand pipes, 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. By the above, no restriction is intended as to building heights.

7. The grantor retains such right-of-way and easements as may be necessary or convenient for the purpose of erecting, constructing, maintaining and operating utility services over, across, under and through the premises in the designated setbacks areas between the building lines and the property lines, including public service wires and conduits for lighting, power and telephone, gas lines, sanitary sewer, storm sewer and water, and the grantor shall have the right to grant right-of-way easements to others to carry out this purpose. Any contract for the laying of such lines, wires, conduits, pipes or sewers shall also provide that the premises shall be restored to the same condition they were in prior to the doing of such work.

8. Storage yards for equipment, raw materials, semi-finished or finished products shall be enclosed by solid wall or fence including solid doors or gates thereto at least six (6) feet high.

9. The premises shall 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 incinerators or other equipment for the storage or disposal of such material 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

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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. East 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 the grantor, its successors or assigns, 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 not defeat 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.

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

13. The conditions and covenants herein contained shall terminate and be of no further effect after thirty (30) years from October 1, 1969.

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UNOFFICIAL COPY

Do Not Deliver

RETURN TO

Leanne Bask

Robelle

1188898

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MAY 13 9 36 AM '74

Shirley F. ...

2752176

DELIVER TO

OSTAPA

Box 533

SS 150 533

PROPERTY ...

PROPERTY ...

Shirley F. ...

RECORDED DATA ...

INDEXED TO: 4974 MAY 17 1974 ...

8.00

8.00

2752176

END OF RECORDED DOCUMENT