

UNOFFICIAL COPY

TRUSTEE'S DEED
COOK COUNTY, ILLINOIS
FILED FOR RECORD
AUG 21 '74 10 07 AM
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#22822678

0834402

THE ABOVE SPACE FOR RECORDERS USE ONLY

Edmy R. Olson

THIS INDENTURE, made this 14th day of May, 1974, between CHICAGO TITLE AND TRUST COMPANY, a corporation of Illinois, as Trustee under the provision of a deed of trusts 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 JOSIE CARLSON, A Married Woman, c/o American National Bank & Trust Company of Chicago, LaSalle Street at Washington Street, Chicago, Illinois 60690 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:

Lot 314 in Centex Industrial Park Unit 190, being a Subdivision in the South Half of Section 34, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

THIS INSTRUMENT WAS PREPARED BY:
JANICE M. KATALINIC
1111 Washington Street
Chicago, Illinois 60602

together with the tenements and appurtenances thereunto belonging 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 and vested in said trustee by the terms of a deed of trusts 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 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 August 9, 1974 Date

Mary E. Aglinskis Notary Public

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

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

INSTRUCTIONS OR *Box 533*
RECORDER'S OFFICE BOX NUMBER

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
AUGUST 21 1974
778.50

700

Document Number
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62-88-022

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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. 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 concrete based on a minimum rate of one 300-square-foot space for each three (3) employees employed on the premises by the original occupants thereof, and upon completion of the building to place a sidewalk along the entire street frontage or frontages adjacent to the building in accordance with the requirements of the Village of Elk Grove Village.

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. Any construction other than the above shall be submitted 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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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 rights-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 set back 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 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. 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.

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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, 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 twenty-five (25) years from January 1, 1967.

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END OF RECORDED DOCUMENT