

UNOFFICIAL COPY

63-17-074

0733 102 TRUSTEE'S DEED COOK COUNTY, ILLINOIS

Sidney R. Olson 22880213

163 17-074 22 880 213 *22880213

The above space for recorders use only

THIS INDENTURE, made this 23rd day of September, 1974, between MELROSE PARK NATIONAL BANK, a corporation duly organized and existing as a national banking association under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said national banking association in pursuance of a certain Trust Agreement, dated the 15th day of May, 1973, and known as Trust Number 1271 party of the first part, and WILLIAM C. GALT, of 231 South LaSalle Street, Chicago, 60604, State of Illinois parties of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of Ten and no/100 Dollars, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said parties of the second part, the following described real estate, situated in Cook County Illinois, to-wit:

Lot 28 in Block 7 in Centex-Schaumburg Industrial Park Unit 101, 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

700

together with the tenements and appurtenances thereto 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 general taxes for 1974 and subsequent years, and to covenants, conditions and restrictions set forth in Exhibit "B" attached hereto, and made an integral part of this Deed.

This Deed prepared by Barbara J. Karg, Assistant Trust Officer, Melrose Park National Bank, 17th Avenue and Lake Street, Melrose Park, Illinois 60160.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement, above mentioned, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereunto affixed and has caused its name to be signed to these presents by its Vice President and attested by its Ass't. Secretary, the date and year first above written.



MELROSE PARK NATIONAL BANK as Trustee, as aforesaid, and not personally.

By C. W. Lonergan Vice President

ATTEST: Barbara J. Karg Ass't. Secretary

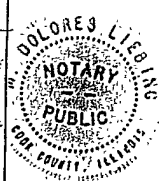
STATE OF ILLINOIS }
COUNTY OF COOK }

ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, THAT C. W. Lonergan

Vice President of MELROSE PARK NATIONAL BANK, A National Banking Association, and Barbara J. Karg Ass't. Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Ass't. 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 Bank as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Ass't. Secretary then and there acknowledged that he/she as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 23rd day of September, A.D., 1974.

M. Dolores Lieblich Notary Public



1119 Lunt, Schaumburg, Illinois

Box No. _____
Mailed to _____

For information only insert street address of above described property.

This space for affixing Stamps and Revenue Stamps
Affix after recording
22 880 213
Document Number

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EXHIBIT "B"

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 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.

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.

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.

22 830 213

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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 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 line.

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 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 a 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.

22 880 213

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12. Purchaser shall submit to Seller's agents, Bennett & Kahnweiler Associates, 120 South Riverside Plaza, Room 918, Chicago, Illinois 60606, plans and specifications to determine if they conform to this Exhibit "A" and which are to be approved, in writing, prior to the erection of any building on the premises.

13. Drawings of all exterior signs shall be submitted to Bennett & Kahnweiler Associates, 120 South Riverside Plaza, Room 918, Chicago, Illinois 60606, for approval in writing. Said drawing shall be to scale, indicate coloring and the source of any light.

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

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

22-880-213

Cook County Clerk's Office

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Form 104 B 5/72
6630
Buy 533
Name: STATE AND TRUST COMPANY
Address: WASHINGTON
City: Grand Canyon

Property of Cook County Clerk's Office

RECORDED & INDEXED