UNOFFICIAL COP



TRUSTEE'S DEED COON COUNTY, ILLINOIS .

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Kilner K. Ohe RECORDER FOF DEEDS

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4 73 10 49 TALABOVE SPACE FOR RECORDERS USE ONLY

, 1972 , between CHICAGO THIS INDENTURE, made this 16th day of November , 1972 , 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 12th day of April , 1962, and known as Trust Number 44344 deed or deeds in trust, duly recorded and dealership and known as Trust Number 44344, ment dated the 12th day of April ,1962, and known as Trust Number 44344, party of the first part, and ALCAN-UNITED CONCRETE, INC., an Illinois corporation, 530 East Santa Rosa Drive, Des Plaines, Illinois 60016 party of the second part.

OCounty, Illir ois, to-wit:

Lot 295 in CENTEX INDUSTRIAL PARK UNIT 173, being a Subdivision in the South Half of Section 27, Township 41 North, Range 11, Last of the Third Principal Meridian, in Cook County, Illinois.



together with the tenements and appurtenances thereunto belongin. TO HAVE AND TO HOLD the same unto said party of the sectite second part.

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

This is to correct the Name of Grantee on deed recorded November 17, 1972 as Document Number 22124427.

deed is executed pursuant to and in the exercise of the power and ceds in trust delivered to said-trustee in pursuance of the trust agre t deed or mortgage (if any there be) of record in said county given delivers because

be hereto fix's, rad has caused its name to be sign the day and rar rst above written.

CHICAGO TITLE AND TRUST COMTANY As Trustee as aforesaid,

STATE OF ILLINOIS, SS.

I, the undersigned, a that the above named A TRUST COMPANY, Gra to the foregoing instrume before me this day in pe own free and voluntary a

January 17, 1973

STREET

PRITZEES & PRITZKER Two First National Pl Chicago, Illinois 60670

OR

INSTRUCTIONS

RECORDER'S OFFICE BOX NUMBER 533

TAXABLE CONSIDERATION

EXHIBIT "A"

This conveyance is made and accepted upon each of the following stipulation; restrictions and conditions which are hereby made covenants running with the lend, 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 (ro) 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 or in loading platform shall be set back at least sixty (60) feet from the property 13. 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, asphala or concrete based on a minimum rate of one 300-square-foot space for each three (?) imployees employed on the premises by the original occupants thereof, and upon propletion 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 Villar, of Elk Grove Village.
- 4. All buildings erected on the property shall be of majorry 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 of 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, ar mixing towers or similar structures may exceed a height of fifty (50) feet income the established building grade only with the approval of grantor. By the above, no restriction is intended as to building heights.
- 7. The frentor 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 rublic service wires and conduits for lighting, power and telephone, gas lines, sunitary sewer, storm sewer and water, and the grantor shall have the righting transfer 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, sold-finished or finished products shall be so shielded by a fence, shrubs, and ges 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 grown!
 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 te 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 (2) feet from the intersection of the street lines.

17. Each of the foregoing covenants, conditions and restrictions shall run will the land hereby conveyed, and a breach of any one of them and a continuance in reof, may, at the option of grantor, its successors or assigns, be enjoined, a lated or remedied by appropriate proceedings. It is understood, however that the breach of any of the foregoing covenants, conditions and restrictions had 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 and enaid; 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 terrinate and be of no further effect after twenty-five (25) years from January 1, 1767.

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