

# UNOFFICIAL COPY

TRUSTEE'S DEED

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

22 258 087

*Deborah M. Dotto*  
RECORDER OF DEEDS

MAR 21 '73 1 46 PM

22258087

Form 195-3 Rev. 3-69

Individual

The above space for recorders use only

THIS INDENTURE, made this 16th day of March, 1973, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, 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 8th day of May, 1972, and known as Trust Number 76737 part of the first part, and IVAN STAUERSBOLL and BENNY STAUERSBOLL party of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of ----- 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:

Lots 4, 5 and 6, the east 22.92 feet of Lots 43, 44 and 45, all in Block 14 in Yost's 2nd Addition to Harvey, a subdivision of the west 3/4 of the southeast 1/4 of the northwest 1/4 of Section 21, Township 36 North, Range 14 East of the Third Principal Meridian; also that part of the 16.00-foot wide heretofore vacated north and south public alley (as heretofore dedicated in Block 14 in Yost's 2nd Addition to Harvey aforesaid) lying south of the westerly prolongation of the north line of Lot 4 in Block 14 and lying north of the westerly prolongation of the south line of Lot 6 in Block 14 in Yost's 2nd Addition to Harvey aforesaid; also that part of the heretofore vacated 33.00-foot wide west 1/2 of Canal Street lying east of and (continued on reverse side hereof)

together with the tenements and appurtenances thereto belonging.

TO HAVE AND TO HOLD the same unto said party of the second part, or to the proper use, benefit and behoof, forever, of said party of the second part.

- (1) General taxes for 1972 and subsequent years.
- (2) Zoning and building laws and ordinances.

(Address of grantees: 7722 South Chicago Ave., Chicago, Ill.)

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 therunto enabling. This deed is made subject to the liens of all trust deeds and mortgages upon said real estate, if any, recorded or registered in said county.

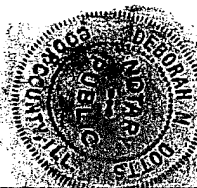
IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by one of its Vice Presidents or its Assistant Vice Presidents and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO  
as Trustee, as aforesaid, and not personally,



By *[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 NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 National Banking Association 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 National Banking Association caused the corporate seal of said National Banking Association 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 National Banking Association for the uses and purposes therein set forth.

Given under my hand and Notary Seal, *Deborah M. Dotto* Date *3/21/73*

Notary Public

DE  
EL  
IV  
ER  
Y

INSTRUCTIONS

RECORDER'S OFFICE BOX NUMBER **BOX 533**

FOR INFORMATION ONLY  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

61-94-727 E  
497-7

900

STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
50

22 258 087

# UNOFFICIAL COPY

adjoining said Block 14 (as heretofore dedicated in Yost's 2nd Addition to Harvey aforesaid) lying south of the easterly prolongation of the north line of Lot 4 aforesaid and lying north of the easterly prolongation of the south line of Lot 6 in said Block 14, all in Yost's 2nd Addition to Harvey aforesaid,

All in Cook County, Illinois.

22 258 067

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## 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 grantee, 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 eighty five (85) 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 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 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's agent as provided in paragraph 12 hereof.

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.

22 258 087

# UNOFFICIAL COPY

-2-

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, flag-poles, 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 set back areas between the front and side 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.

22 258 087

# UNOFFICIAL COPY

-3-

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 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 of any part thereof, title to which is obtained by foreclosure of any such mortgage.

22 258 097

# UNOFFICIAL COPY

- 4 -

12. Grantee shall submit to Grantor's agent, O'Brien & Pain, Inc., One First National Plaza, Chicago, Illinois, 60670, plans and specifications which are to be approved, in writing, prior to the erection of any building on the premises if such plans and specifications do not conform to the requirements of Paragraph 4 hereof.

13. The conditions and covenants herein contained shall terminate and be of no further effect after August 1, 1988.

22 258 087

END OF RECORDED DOCUMENT