## UNOFEICAL GORY

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This Indenture Witnesseth, That the Grantor
Daniel P. Knudsen, a Bachelor
of the County of Cook and the State of Illinois for and in consideration of
Ten and no/100 Dollars,
and other good and valuable consideration in hand paid, Convey S and Warkent unto BANK OF
ELK GROVE, an Illinois State Bank, 100 East Higgins Road, Elk Grove Village, Illinois, its successor or successors as
" ur se under the provisions of a trust agreement dated the13th_ day of August 19_76 known as
ite Nomber 1166, the following described real estate in the County ofCook
and State of anarcis, to-wit:
Lot 1 in First Palm Resubdivision of Lot 220 in Higgins Industrial Park Unit 155, being a subdivision in the northeast quarter of Section 27, Township 41 North Range 11, east of the Third Principal Meridian, in Cook County, I 11 cto.
Exempt under provisions of Paragraph—, Section 4, Roal Letate Transfer for Act.  9-7-70 Date  Date  Exempt under provisions of Paragraph—, Section 4,  Roal Letate Transfer for Act.  Section 4,  Roal Letate Transfer for Act.  Date  Exempt under provisions of Paragraph—, Section 4,  Roal Letate Transfer for Act.  Section 4,  Roal Letate Transfer for Act.  Date  Date
Subject To: Restrictions contained in Exhibit "A" attached hereto.
Permanent Real Estate Index No
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TO HAVE AND TO HOLD the said premises with the ap, art sances, upon the trusts and for uses and purposes herein and in said trust agreement set forth.
Full power and authority is hereby granted to said trustee to in prove, manage, protect and subdivide said premises or any part hereof, to dedicate parks, streets, highways or alleys and to vacate any so odesion or part thereof, and to resubdivide said property as from as desired, to contract to sell, to grant options to purchase, to sell on any erms, to convey, either with or without consideration, o convey said premises or any part thereof to a successor or successors in trust and a grant to such successor or successors in trust all of he title, estate, powers and authorities vested in said trustee, to donate, to defend on ontragae, pledge or otherwise encumber, said property, or any part thereof, to lease said property, or any part thereof, to make the said trustee, to donate, to defend or perits of the possession or reversion, by leases to commence in praesent for in future, and upon any terms and for any period or perits of the, not exceeding in the case of any single lemise the term of 198 years, and to renew or extend leases upon any terms and for ally period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, and to to make leases and to grant options to rease classes and options to purchase the whole or any part of the revision and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or assembly apparted and the said premises or any part thereof, and to deal with said property and every part thereof, for other real or assembly apparted and to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and or such other considerations as it would be lawful for any person owning the same to deal with the sar any whether similar to or different room the ways above specified, at any time or times hereafter.
In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises, or any part thereof shall econveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, and, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been runnied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged to privileged to inquire into an 'of the terms of said trust averement; and every dead, most are lease or other instrument expected by said trustee, negliging the problems.

This instrument was prepared by: Consuealla B. Davis

Bank of Elk Grove

**BOX** 533 100 East Higgins Road

Daniel P. Knudsen a buckler (SEAL)

## UNOFFICIAL COPY

STATE OF\_Illinois Consucalla Davis COUNTY OF \_\_\_Cook Notary Public in and for said County, in the State aforesaid, do hereby certify that DO ON scaled and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including A.D. 19\_\_\_76\_ Adrey A. Olsen

REJORDER OF DEEDS

\*23F36916 Notary Public.

COOK COUNTY, ILLINOIS FILED FOR RECORD SEP 15 '76 12 48 PM

Deed in Trust

ADDRESS OF PROPERTY

Bank of Elk Grove

100 East Higgins Road ELK GROVE VILLAGE, ILLINOIS 60007

## 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 large, and which shall apply to and be binding upon the purchaser, its successors or use gas.

- 1. That we wilding shall at any time be creeted on the said premises within twenty-five (25) feet of any attrect right-of-way adjoining the same, within ten (10) feet from all side boundary lines, or within fifteen (15) feet from the year boundary line of the premises.
- 2. No loading Jock shall in creeted 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 abouting the street on which said loading dock fronts.
- 3. The grantee agrees to provide on the premises off-street automobile hard surface parting areas of blacktop, aughalt or concrete based on a minimum rate of one 300-square-feat space for each three (3) employed employed on the premises by the original occupents thereof, and upon completion of the building, to place a videwalk along the entire atreet frontage or frontage, adjacent to the building in accordance with the requirements of the Village of II's Grove Village.
- A. All buildings creeted 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 chall be submitted to and approved by grantor.
- 5. Grantee agrees that the area between the building lines and the atreet 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 saintained in a sightly and well kept condition.

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POSITIVE SERVICE STATES OF A SERVICE

- 6. Water towers, water tanks, stand pipes, penthouses, elevators or all votor equipment, stativase, ventilating force or similar equipment requires to operate and maintain the building, fire or parapet walls, skylights, carls, cooling or other towers, wireless, radio or television masts, roof signs, flugpoles, chimneys, smoke stacks, gravity flow storage, and mixing towers or a milar structures may exceed a height of fifty (50) feet from the establishes building grade only with the approval of grantor. By the above, no restriction is intended as to building heights.
- 7. The granter retains or chargets of way and casements as may be necessary or convenient for the purpose of creeting, constructing, maintaining and operating utility services over, across, under and through the premises in the designated set back areas or tween the building lines and the property lines, including public service sires and conduits for lighting, power and telephone, gas lines, sanitary sever storm sewer and water, and the granter shall have the right to grant right-of-way casements to others to carry out this purpose. Any contract for the laring 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 deing 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. Trush, 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 to med by street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines.
- and a continuante thereof, may, at the option of grantor, its successors or essigns, be enjoised, 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 hade 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 force some of any such mortgage.
- 12. The conditions of this contract shall survive the deed givenpursuant hereto.
- 13. The conditions and covenants herein contained s. 11 terminate and be of no further effect after twenty-five (25) years from a marry 1, 1967.

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