23 718 831

WARRANTY DEED

THIS INDENTURE, made this MP day of November 1976, between ARTHUR I. APPLETON and MARTHA O. APPLETON, his wife, of the County of Cook and State of Illinois, parties of the first part, and JOSEPH W. ROSSA and DIANE R. ROSSA, his vife, of 8644 West Madison Drive, Niles, County of Cook, and State of Illinois, parties of the second part,

WITNESSETH, that the parties of the first part, for and in consideration of the rum of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, CONVEY AND WARRANT to the said parties of the second part, not in tenancy in common, but in joint tenancy, the following described real estate, to wit:

THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 CF THE SOUTHEAST 1/4
OF SECTION 11, TOWNSHIP 42 NORTH, RANGI 12 EAST OF THE THIRD
PRINCIPAL MERIDIAN (EXCEPT FROM SAID TRACT THAT PART LYING
SOUTH OF THE CENTER LINE OF BRIDLEWOOD ROAF 7.3 SHOWN ON THE
PLAT OF SURVEY RECORDED AUGUST 26, 1955 AS DOCUMENT 16344881
AND ALSO EXCEPT FROM SAID TRACT OF LAND THAT TART LYING NORTH
OF THE CENTER LINE OF BRIDLEWOOD ROAD AS SHOWN ON PLAT OF SURVEY
RECORDED AUGUST 26, 1955 AS DOCUMENT 16344881 AND LYING EAST
OF THE WEST 30 FEET THEREOF), IN COOK COUNTY, ILLINGIS.

THIS INSTRUMENT WAS PREFARED BY

THOMAS E RESEMSTRUCT

30 N. LA SOLIE ST CHINGLE

CHINGLE ST CHINGLE

CHINGLE ST CHINGLE

worst under granicism and have problem. Section 4.

//-/9-76 Date

Buyer, Seller as Sopresentative

Do Not Deliver
RETURN TO
Transfer Desk

situated in the Village of Northbrook, County of Cook, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

TO HAVE AND TO HOLD the above granted premises unto the said parties of the second part forever, not in tenancy in common, but in joint tenancy.

Subject to real estate taxes for the year 1976 and subsequent years; covenants, conditions and restrictions of record; private, public and utility eas ments and roads and highways, if any; zoning and building laws or ordinances; an easement for utilities over the north 20 feet; right of ingress and egress to the private road known as Bridlewood Road, as shown on plat of survey recorded August 26, 1955 as Document #16344881; plans and specifications for all buildings, driveways and location of the same on the hereinbefore described real estate to be approved by Arthur I. Appleton no trees on the aforesaid real estate to be cut or removed that are located within one hundred feet from the center of Bridlewood Road, unless approved by Arthur I. Appleton; no fences are to be erected on the aforesaid real estate without the approval of Arthur I. Appleton in writing; that construction of the residence to be erected on the hercinbefore described real estate will be commenced within one (1) year from the date hereof, subject to unavoidable delays. The terms "unavoidable delays" shall mean delays or interruptions caused by strikes, lockouts, labor troubles, transportation problems, inability to procure materials or fuel, failure of power, restrictive governmental laws or regulations, condemnations, riots insurrections, war, fire or other casualty, acts of

God, and other reasons not the fault of grantees herein; grantees covenant and agree that they will endeavor to complete construction of the residence within a reasonable amount of time but not to exceed twelve (12) months from the date of its commencement; if grantees, through their own fault, fair to commence construction of the residence to be erected on the hereinbefore described real estate within one (1) year from the date hereof, grantees will obtain a purchaser for said .eal estate within six (6) months after the expiration of the one (1) year period, which such purchaser must be approved by Arthur I. Appleton. grantees fail to obtain a purchaser within said time period, then Arthur I. Appleton may, at his option, repurchase said real estate at seventy-five percent (75%) of the sale price thereof; in the event of a future sale, grantee agrees he will sell the entire 1.26 acres; the grantees and future grantees, as a condition precedent to the ownership of the aforesaid real estate, shall become members of a club known as the Bridlewood Club, the dues of which small be \$25.00 annually, unless increased by 75% of the members: the aforesaid real estate shall not be conveyed by the said grantees except to a person or persons acceptable to the club for membership; membership in the club shall be pursuant or the bylaws of the club; purchasers have submitted an application to become members of Bridlewood Club; they hereby request that their application be acted upon; they agree that if they are denied membership in the Bridlewood Club, this contract shall become null and void and the earnest money shall be refunded to them; Bridlewood Road as shown on the Plat of Survey of said Bridlewood Road recorded August 26, 1955 as Document No. 16344881 in Cook County, Illinois shall

10 m 5

UNOFFICIAL COPY

1976 NOV 19 PM 3 52

of the acreage owned by the members of said club; upkeep of private utilities, including storm sewers, sanitary sewers and Bridleword Road, are to be shared by the property owners in proportion to area of property owned; an easement for ingress and egress is reserved for the roadway known as Bridlewood Road (surveys showing location of Bridlewood Road have previously been recorded); an easement of right of way over the north 10 feet of said property for the use and operation by Arthur I. Appleton, his heirs, assigns or any person claiming under or through him for the sole purpose of constructing and maintaining trackage for the operation of a miniature railroad and for a bridte path.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Mille Casple (Seat)

Martha O. applitiseal)

STATE OF ILLINOIS)
COUNTY OF COOK)

I, The state aforesaid, do hereby certify that ARTHUR I. APPLETON and MARTHA O. APPLETON, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

of Yharmber, 1976.

Elyaketh & March Public

ELIZATION expires:

and the same of the same of the same

TO GREET WE CARRE

1976 NOV 19 PM 3 52

NUV-19-76 286610 • 23718831 • A -- Rec

13.00

Stopent Or County

<3/1883°

OLE CATE

2906998
Now 19 3 10 PH 75
Selection of Titles

2906998

DELIVER TO

Deamis D. SASSAN 100 N. LA SALKE CHICKY & ILL MIN 60602

END OF RECORDED DOCUMENT