

UNOFFICIAL COPY

24 783 854

THIS INDENTURE, Made this 27th day of December A. D. 19 78 between

LA SALLE NATIONAL BANK, a national banking association, Chicago, Illinois, as Trustee under the provisions of a Deed or Deeds in Trust, duly recorded and delivered to said Bank in pursuance of a trust agreement dated 31st day of August 19 71, and known as Trust Number 42916, party of the first part, and Pearle Optical of Illinois, Inc., an Illinois corporation, party of the second part.

(Address of Grantee(s): 2534 Royal Lane, Dallas, Texas 75229

12.00

WITNESSETH, that said party of the first part, in consideration of the sum of TEN Dollars, (\$ 10.00) and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to wit:

See legal description attached hereto and made a part hereof.

mail to: Pearle Optical
2534 Royal Lane
Dallas, Texas 75229
Attn: Mr. Ronald Phillips
Box 533

together with the tenements and appurtenances thereunto belonging.

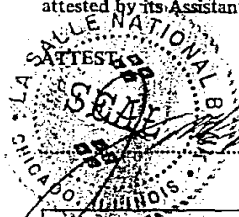
TO HAVE AND TO HOLD the same unto said party of the second part as aforesaid and to the proper use, benefit and behoof of said party of the second part forever.

Subject to Rider attached hereto and made a part hereof.

COOK COUNTY CLERK'S OFFICE
0 1 0 5 3 3
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEC 29 1978
DEPT. OF REVENUE
125.00

This Deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said Trustee by the terms of said Deed or Deeds in Trust delivered to said Trustee in pursuance of the trust agreement above mentioned. This Deed is made subject to the lien of every Trust, Deed or Mortgage (if any there be) of record in said county affecting the said real estate or any part thereof given to secure the payment of money and remaining unreleased at the date of the delivery hereof.

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 its Assistant Vice President and attested by its Assistant Secretary, the day and year first above written.



LaSalle National Bank

as Trustee as aforesaid.

By *[Signature]* Assistant Vice President

[Signature]
Assistant Secretary

This instrument was prepared by:
Jeffrey E. Rochman
Urban Investment & Dev. Co.
845 N. Michigan, Chicago, IL 60611

La Salle National Bank
Real Estate Trust Department
135 S. La Salle Street
Chicago, Illinois 60690

66-70-326

24 783 854

Box 533

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STATE OF ILLINOIS
COUNTY OF COOK

ss:

CHERYL LARKIN

I, a Notary Public in and for said County,

JOSEPH W. LANG

in the State aforesaid, DO HEREBY CERTIFY that.....

James A. Clark

Assistant Vice President of LA SALLE NATIONAL BANK, and

Assistant Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Bank did affix said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of December A. D. 1978



Cheryl Larkin
NOTARY PUBLIC

My Commission Expires November 19, 1981

COOK COUNTY, ILLINOIS
FILED FOR RECORD

DEC 28 '78 2 38 PM

Record of Deeds

*24783854

Box No.
TRUSTEE'S DEED

Address of Property
.....
.....

LaSalle National Bank
TRUSTEE
TO

LaSalle National Bank
135 South La Salle Street
CHICAGO, ILLINOIS 60690
8028-A CP (6-74)

PROPRIETARY COOK COUNTY CLERK'S OFFICE

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LEGAL DESCRIPTION

PARCEL 1

Orland Square Planned Development Unit No. F-Two, being a tract of land in the West Half of the Southwest Quarter of Section 10, Township 36 North, Range 12 East of the Third Principal Meridian, described as follows: Commencing at the Southwest corner of said Southwest Quarter; thence North $10^{\circ}01'40''$ East 1011.69 feet along the West line of said Southwest Quarter; thence South $89^{\circ}58'20''$ East 369.04 feet to a place of beginning; thence due North 180 feet; thence due East 12.35 feet to a point of curve; thence Easterly on a curve convex to the South having a radius of 138.20 feet an arc distance of 59.08 feet and a chord bearing of North $77^{\circ}45'09''$ East to a point on a curve thence Southerly on a curve convex to the West having a radius of 1962.16 feet an arc distance of 199.80 feet and a chord bearing of South $27^{\circ}24'45''$ East to a point on curve; said point being the Northeast corner of Orland Square Planned Development Unit No. F-One; thence Westerly on a curve convex to the South having a radius of 110.56 feet an arc distance of 58.59 feet and a chord bearing of South $74^{\circ}50'07''$ West to a point of tangent; thence due West 105.71 feet to the place of beginning, all in Cook County, Illinois.

PARCEL 2

A non-exclusive easement for the benefit of Parcel 1 above as established by and contained in Article 10, Paragraph H, Sub-paragraph (b)(i) of the Easement and Operating Agreement dated March 15, 1976 and recorded August 10, 1976 as Document No. 23591873, for access, ingress and egress to Parcel 1.

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Rider to Trustee's Deed dated December 1978 from La Salle National Bank, Trustee Under Trust Agreement dated August 31, 1971 and known as Trust No. 42916 ("Grantor") to Pearle Optical of Illinois, Inc. ("Grantee")

1. The conveyance of the premises herein described is subject to a right of first refusal in favor of Grantor's beneficiary, as more particularly set forth in Paragraph 16 of the Real Estate Sale and Purchase Agreement dated November 1, 1978 by and between Grantor's beneficiary and Pearle Optical of Illinois, Inc. In no event shall said right of first refusal continue after the date on which the intended improvements on the premises have been completed and business thereon has commenced or the date five (5) years from the recording hereof, whichever shall first occur.

2. For a period of ten (10) years from the date of recording hereof, the premises herein conveyed shall be used only for the purpose of eye examinations and for the preparation and retail sale of optical products and no other purpose whatever without the prior written consent of Grantor, which consent shall not be unreasonably withheld.

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END OF RECORDED DOCUMENT