

UNOFFICIAL COPY

GEORGE E. COLE*
LEGAL FORMS

NO. 1990
SEPTEMBER, 1967

DEED IN TRUST COOK COUNTY, ILLINOIS
FILED FOR RECORD

24 853 063

RECORDED BY DEKOR

(ILLINOIS)

FEB 21 79 9 00 AM

24853063

(The Above Space For Recorder's Use Only)

THE GRANTOR DEVON-PRATT LIMITED PARTNERSHIP, an Illinois corporation
of the County of Cook and State of Illinois, for and in consideration
of TEN (\$10.00) Dollars,

and other good and valuable considerations in hand paid, Convey S and (WARRANT/QUIT CLAIM)* unto
MIDWEST BANK & TRUST COMPANY, 1606 Harlem Avenue, Elmwood Park, xx

Illinois, as Trustee under the provisions of a trust agreement dated the 31st day of August
1978 and known as Trust Number 78-08-2680 (hereinafter referred to as "said trustee," regardless of the number
of trustees,) and unto all and every successor or successors in trust under said trust agreement, the following described real estate
in the County of Cook and State of Illinois, to wit:

Lot 388 in Centex Industrial Park Unit 236 being a Subdivision in
the South half of the Northwest Quarter of Section 34, Township 41
North, Range 11, East of the Third Principal Meridian, in Cook
County, Illinois.

SUBJECT TO: Restrictions contained in Exhibit "A" attached hereto.
TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein
and in said trust agreement set forth.

Full power and authority are hereby granted to said trustee to improve, manage, protect and subdivide said premises or
any part thereof: to dedicate parks, streets, highways or alleys; to dedicate any subdivision or part thereof, and to resubdivide said
property as often as desired; to contract to sell; to grant options to purchase; to sell on any terms; to convey either with or
without consideration; to convey said premises or any part thereof to a successor or successors in trust and to grant to such
successor or successors in trust all of the title, estate, powers and authorities vested in said trustee; to donate, to dedicate, to
mortgage, pledge or otherwise encumber said property, or any part thereof; to lease said property, or any part thereof, from
time to time, in possession or reversion, by leases to commence in present or in futuro, and upon any terms and for any
period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases
upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions
thereof at any time or times hereafter; to contract to make leases and to grant options to lease and options to renew leases and
options to purchase the whole or any part of the reversion 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 personal property; to grant
easements or charges of any kind; to release, convey or assign any right, title or interest in or about or easement appurtenant
to said premises or any part thereof; and to deal with said property and every part thereof in all other ways and for such other
considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from
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 any part of said premises or any part
thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any
purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have
been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or
privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other
instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying
upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust
created by this Indenture and by said trust agreement was in full force and effect; (b) that such conveyance or other instrument
was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said trust agreement
or in some amendment thereof and binding upon all beneficiaries thereunder; (c) that said trustee was duly authorized and
empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if the conveyance
is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully
vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only
in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby
declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said
real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register
or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limita-
tions," or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any
and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set its hand and seal this 12th
day of January, 1979.

DEVON-PRATT LIMITED PARTNERSHIP, an
Illinois partnership

(SEAL) (SEAL)

(SEAL) By Simon Zunamon, Partner (SEAL)

State of Illinois, County of Cook

ss.

I, the undersigned, a Notary Public in and for said County, in the State afore-
said, DO HEREBY CERTIFY that Simon Zunamon

personally known to me to be the same person whose name is subscribed
to the foregoing instrument, appeared before me this day in person, and acknowledged
that he signed, sealed and delivered the said instrument as his free and
voluntary act, for the uses and purposes therein set forth, including the release and
waiver of the right of homestead.

Given under my hand and official seal, this 12th day of January, 1979

Commission expires Dec. 30, 1979 Louise Gordon
NOTARY PUBLIC

*USE WARRANT OR QUIT CLAIM AS PARTIES DESIRE

THIS INSTRUMENT WAS PREPARED BY:

Richard C. Jones

TWO FIRST NATIONAL PLAZA, CHICAGO, ILL.
ADDRESS OF PROPERTY:

Midwest Bank & Trust Company
Attn.: Ms. Judy Goodall

MAIL TO:

1606 Harlem Avenue
(Address)

Elmwood Park, Illinois 60635
(City, State and Zip)

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES
ONLY AND IS NOT A PART OF THIS DEED.

SEND SUBSEQUENT TAX BILLS TO:

BOX 533
(Name)

(Address)

OR RECORDER'S OFFICE BOX NO.

12.00

AFFIX "RIDERS" OR REVENUE STAMPS HERE

CICMPT

PARRISH/PAI

R. Jones

DOCUMENT NUMBER

24 853 063

812-55-69

UNOFFICIAL COPY

GEOR
LET

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 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 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 sixty (60) 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 of blacktop, asphalt or concrete 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, and upon completion 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 Village of Elk Grove Village.

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.

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.

24 853 063

UNOFFICIAL COPY

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, 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 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 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.

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.

UNOFFICIAL COPY

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 defect 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 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 terminate and be of no further effect after twenty-five (25) years from January 1, 1967.

24 853 063