

# UNOFFICIAL COPY



ILLINOIS  
RECORD  
QUIT CLAIMS  
DEED IN TRUST  
AUG 17 10 PM '77

24 062 739

NUMBER OF DEEDS  
\*24062739

Form 359 R 4/72

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor  
HARRY O. ROHDE, a bachelor  
111 W. Washington Street, Chicago, Illinois 60602  
of the County of Cook and State of Illinois for and in consideration  
of TEN AND NO/100 (\$10.00) Dollars, and other good  
and valuable considerations in hand paid, Conveys and Quit Claims unto the CHICAGO TITLE  
AND TRUST COMPANY, a corporation of Illinois, whose address is 111 West Washington Street,  
Chicago, Illinois 60602, as Trustee under the provisions of a trust agreement dated the 2nd  
day of January 1977, known as Trust Number 1068750 the following described real  
estate in the County of Cook and State of Illinois, to-wit:

SEE LEGAL ATTACHED AND MADE A PART HERETO  
AS EXHIBIT "A"

THIS INSTRUMENT WAS PREPARED BY:  
THOMAS SZYMOCZYK  
111 W. Washington Street  
Chicago, Illinois 60602

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 agree-

ment set forth.  
Full power and authority is hereby granted to said trustee, to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate 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, place 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 future, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time, 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, an 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 whom 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 in 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 limitations", or words of similar import, in accordance with the statute in such case made and provided.

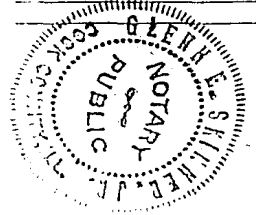
And the said grantor hereby expressly waive, release, and release, any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal this 17th day of August 1977.

*[Signature]*  
HARRY O. ROHDE

(Seal)  
(Seal)  
(Seal)

State of Illinois } SS. I, undersigned a Notary Public in and for said County, in  
County of Cook } do hereby certify that Harry O. Rohde, a bachelor



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 notarial seal this 17th day of August 1977.

*[Signature]*  
Notary Public

After recording return to:  
CHICAGO TITLE AND TRUST COMPANY  
Land Trust Department  
111 West Washington Street, Chicago, Ill. 60602  
or  
Box 533 (Cook County only)

For information only insert street address of above described property.

65-63665R

12.00

*[Signature]*  
2278

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## EXHIBIT "A"

That part of Lot "B" in White Plains Unit 7, being a Subdivision in Section 8, Township 42 North, Range 12 East of the Third Principal Meridian described as beginning at the Northeasterly corner of Lot 4 in Block 120 of White Plains Subdivision Unit 7 recorded November 19, 1964 as Document Number 19307943, said point also being on the Southerly boundary of Lot "B" as laid out and used; thence South 81 degrees 19 minutes 20 seconds East along said Southerly boundard of Lot B a distance of 186.21 feet to the Northeasterly corner of Lot 2 in said Block 120 of White Plains Subdivision Unit 7; thence North 16 degrees 07 minutes 02 seconds East a distance of 178.76 feet; thence due West a distance of 45.00 feet; thence South 01 degrees 26 minutes 23 seconds West a distance of 146.28 feet to the point of beginning, all in Cook County, Illinois.

Property of Cook County Clerk's Office  
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## EXHIBIT B (b)

The Property described on Exhibit A is subject to:

1. Taxes for the year 1977 and subsequent years.
2. The lien of additional taxes which may be assessed for 1975 by reason of the construction of new or additional improvements during that year and extended for collection on the 1976 or subsequent Collector's Warrant.
3. Covenants and restrictions contained in order of Circuit Court of Cook County, Illinois, in case number 66L4778 ordered on stipulation of parties that:
  - (1) The development on the 30 acres which are the subject matter of the above lawsuit shall not exceed 400 dwelling units.
  - (2) No building on said 30 acres shall exceed 3 stories in height.
  - (3) The kinds and size of the apartments on the said 30 acres shall be as follows:
    - (a) 27 percent one bedroom units of 800 square feet minimum and 1000 square feet maximum.
    - (b) 50 percent two bedroom units of 1050 square feet minimum and 1250 square feet maximum.
    - (c) 23 percent three bedroom units of 1500 square feet minimum and 1700 square feet maximum.

The number of three bedroom units may be reduced and thereby increase the number of two bedroom units or one bedroom units. The number of two bedroom units may be reduced and thereby increase the number of one bedroom units. There will be no increase in the number of three bedroom units. The total number of dwelling units shall not exceed 400 as set out in above.

  - (4) Plaintiff, Electronics Homes, Inc., is to share in the cost of the new outfall storm sewer for the Dundee Road water shed on the basis of the proportion of the total land area owned by the developer (including commercial area) to the total benefited area.
  - (5) Off-street parking of three autos for every two apartments unit is to be provided. Enclosed within a building there is to be provided space to accommodate a number of vehicles equal to 25 percent of the number of units constructed.
  - (6) No building erected on the southern boundary of the above mentioned 30 acres shall exceed two stories.
  - (7) Buildings along the south end of the property are to be not less than 75 feet from the property line.
  - (8) Buildings along the west side of the property are to be not less than 75 feet from the property line.

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(9) There will be no ingress or egress for vehicular traffic from the southern boundary of the above mentioned 30 acres.

(10) Underground utilities are to be provided through out the entire project.

(11) A five foot stockade of lattice fence is to be erected along the south end of the property.

Easement for construction, operation, maintenance, repair, renewal, relocation and removal from time to time, of wires cables, conduits, manholes and other facilities used in the transmission and distribution of electricity, sounds and signals, gas, water, sewage, together with right of access to the same and the right, from time to time, to trim or remove trees, bushes and saplings and to clear obstructions from the surface and sub-surface as may reasonably be required, as set forth in the Declaration of Easements made by Chicago Title and Trust Company, as Trustee under Trust Agreement dated February 26, 1959 and known as Trust Number 40920, dated March 5, 1974 and recorded March 8, 1974 as Document 22648908 over that part of the land described in and attached as Exhibit "B" to said document.

5. Easement for public utility purposes to install electric facilities in and upon the land, together with right of access thereto, as created by the grant from Chicago Title and Trust Company, as Trustee under Trust Agreement dated February 26, 1959 and known as Trust Number 40920 to the Commonwealth Edison Company recorded May 9, 1974 as Document 22711633.

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END OF RECORDED DOCUMENT