

TRUSTEES DEED " "ECORD

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BETTORDER OF DEEDS

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THE INDENTIFIE. made this 1st day of September 1977, between CHICAGO TITED AND TRUST COMPANY, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 12th day of April 19 62 and known as Trust Number 44344 .

ROBERT E. NIEMIEC 61 Martin Lane, Elk Grove Village, Illinois 60007 day of September

SEP 23 9 00 AH '77

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affixing riders and revenue stamps

Lot 357 in Centex Industrial Park Unit 217, being a Subdivision in the Southwest Quarter of Certion 27, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

SUBJECT TO: Restrictions contained in Exhibit "A" atto net hereto.

CHICAGO TITLE AND TRUST COMPANY As Trustee as aforesail,

SEP 2 2 1977

THIS INSTRUMENT WAS PREPARED BY: Thomas Szymczyk

111 West Washington Street Chicago, Illinois 60602

INSTRUCTIONS

RECORDER'S OFFICE BOX NUMBER

TRUSTEE'S DEED (Recorder's) Non-Joint Tenancy

#### EXHIDIT "A"

This cor evance is made and accepted upon each of the following stipulations, restrictions and conditions which are hereby made covenants running with the land, and which it all 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 becausey lines, or within fifteen (15) feet from the rear boundary line of the premises.
- 2. No loading dock shall be erected in 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 .t eet on which said loading dock fronts.
- 3. The grantee agrees to provide on the premise of i-street automobile hard surface parking areas of blacktop, asphalt or concrete best 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.

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6. Water towers, water tanks, stand pipes, penthouses, elevators or eleva or equipment, stairways, ventilating fans or similar equipment required to optime and maintain the building, fire or parapet walls, skylights, tanks cooling or other towers, wireless, radio or television masts, roof signs, llagboles, 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 sever, storm sewer and water, and the grantor shall have the right to grant right-inay easements to others to carry out this purpose. Any contract for the laving 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.

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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 formed by street property lines and a line connecting them at points twenty-five (25) feat from the intersection of the street lines.
- 11. Each of the foregoing covenants, conditions and restrictions shall run with the last hereby conveyed, and a breach of any one of them and a continuance there is, may, at the option of grantor, its successors or assigns, be enjoined, a sated 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 made it good faith and for value; provided, however, that any breach or continuance thereof may be enjoined, abated or remedied by the proper proceedings as aforward; 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 or any such mortgage.
- 12. The conditions of this contract shall survive the deed given pursuant hereto.
- 13. The conditions and covenants herein contained shall trainate and be of no further effect after twenty-five (25) years from January 1, 1967.

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