

# UNOFFICIAL COPY

This Indenture, Made this 1st day of October A. D. 19 77 between

*La Salle* NATIONAL BANK 24 148 051

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a national banking association, of 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 the 31st day of August 1971, and known as Trust Number 42916, party of the first part, and Michael Heiser 54 Wiltshire of Lincolnshire, Illinois party of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of Ten and 00/100----- 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 AS EXHIBIT A.

STATE OF ILLINOIS  
RECORDS & CLERK'S OFFICE  
OCT 13 1977  
10 14 00 AM '77

together with the tenements and appurtenances thereunto belonging.

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

Subject to general taxes for the year 1977 and subsequent years, covenants, easements, and restrictions of record, the Covenants Conditions and Restrictions Agreement dated July 20, 1977 attached hereto as Exhibit C, Irrevocable Special Power of Attorney dated July 20, 1977, attached hereto as Exhibit D, and to the Rider, attached hereto as Exhibit B.

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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.

ATTEST:

*[Signature]*  
Assistant Secretary

*La Salle* NATIONAL BANK  
as Trustee as aforesaid.  
By: *[Signature]*  
Assistant Vice-President

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This Document Prepared By:  
*William M. Layton*  
845 N. Michigan Ave.  
Chicago, IL 60611

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STATE OF ILLINOIS, }  
COUNTY OF COOK, } ss:

I, MAURICE SHANNON a Notary Public in and for said County,  
in the State aforesaid, DO HEREBY CERTIFY that

Assistant Vice-President of LA SALLE NATIONAL BANK, and  
Assistant Secretary thereof, personally known to me to be the same persons whose names are sub-  
scribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary re-  
spectively, appeared before me this day in person and acknowledged that they signed and delivered  
the 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 the said Assistant Secretary did also then and  
there acknowledge that he as custodian of the corporate seal of said Bank did affix the 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 11th day of Oct A. D. 1977

Maurice Shannon  
NOTARY PUBLIC



NO. 2  
CARD  
OCT 14 9 00 AM '77

Box No. ....  
**Trustee's Deed**

*La Salle* NATIONAL BANK  
TRUSTEE  
TO

*La Salle* NATIONAL BANK  
135 South La Salle Street  
CHICAGO

8028 CP

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL I

Lot C-3B-1 Orland Square Planned Development Unit No. C-Three B-1 being a tract of land in the Southwest quarter of Section 10, Township 36 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois, according to the plat thereof recorded 10/14/77, 1977 as Document No. 24148051

#### PARCEL II

A non-exclusive easement for access, ingress, and egress for the benefit of Parcel I aforesaid over, across and upon the Orland Square Ring Road pursuant to a certain document entitled Easement and Operating Agreement dated March 15, 1976 and recorded August 10, 1976 as Document No. 23591873 in Cook County, Illinois.

CHICAGO TITLE AND TRUST COMPANY  
111 WEST WASHINGTON  
CHICAGO, ILLINOIS 60602  
ATTN: J. WERLE - LL50

23992

Box 533

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EXHIBIT B

RIDER TO TRUSTEE'S DEED DATED THE 1ST DAY OF OCTOBER, 1977, BY LaSALLE NATIONAL BANK UNDER TRUST AGREEMENT DATED THE 31ST DAY OF AUGUST, 1971, AND KNOWN AS TRUST NO. 42915 (GRANTOR AND MICHAEL HEISER (GRANTEE))

1. For a period of ten (10) years from the date of recording hereof, the property herein conveyed shall be used only for the purpose of a racquetball sports facility and for no other purpose without the prior written consent of Grantor.

11. Grantor hereby reserves unto itself a right of first refusal over any sale of the property herein conveyed, as more particularly set forth in Real Estate Sale and Purchase Agreement between Grantor and Grantee dated March 2, 1977. In no event shall such right of first refusal continue after the date on which Grantee completes its improvement upon said property and commences its business activities thereon, or five years (5) from the recording hereof, whichever shall first occur.

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COVENANTS, CONDITIONS AND RESTRICTIONS AGREEMENT

This Covenants, Conditions and Restrictions Agreement (hereinafter sometimes referred to as the "Agreement") made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 1977, by and between LA SALLE NATIONAL BANK, not individually, but as Trustee under a certain Trust Agreement dated August 31, 1971, and known as Trust No. 42916 (hereinafter referred to as "La Salle"), and \_\_\_\_\_ (hereinafter referred to as "Purchaser").

W I T N E S S E T H :

WHEREAS, La Salle is the owner of certain real property described on Exhibit I, attached hereto and made a part hereof (which property is hereinafter referred to as "Parcel 1"); and

WHEREAS, Purchaser is the owner of certain real property adjacent to Parcel 1, which it recently purchased from La Salle, which property is described on Exhibit II, attached hereto and made a part hereof (which property is hereinafter referred to as "Parcel 2"); and

WHEREAS, La Salle is also the owner of other real property in the immediate vicinity of Parcel 1 and Parcel 2; and

WHEREAS, by reason of the proximity of the properties of La Salle and its beneficiary to Parcel 2, and the development of Parcel 2 by Purchaser as a part of Orland Square, La Salle and its beneficiary have a substantial interest in the development of Parcel 2; and

WHEREAS, as additional consideration for the sale of Parcel 2 to Purchaser, the parties have agreed to subject Parcels 1 and 2 to the terms, conditions and provisions of this Agreement in the manner hereinafter set forth.

EXHIBIT I

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NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual covenants hereinafter set forth, the parties do hereby agree as follows:

1. IMPROVEMENTS TO PARCEL 2

(a) Prior to construction, reconstruction, replacement or modification of any building or other improvements within Parcel 2, Purchaser shall deliver to La Salle or La Salle's designated representative three (3) complete sets of its schematic site plan or plans showing, among other things, the location of all intended facilities and improvements to Parcel 2, including parking areas, automobile ingress and egress, curb cuts and traffic flow, signalization and signage to and within Parcel 2, schematic architectural and engineering plans, landscaping drawings, grading and drainage plans, floor plans and plans and specifications for signs, which plans, drawings and specifications shall show, among other things, exterior architectural design and decor, elevations, aesthetic treatment and other like pertinent data and outline specifications for all such facilities and improvements to Parcel 2, all of which are hereinafter called "Plans and Specifications".

(b) Within fifteen (15) business days after the submission of Plans and Specifications, La Salle shall notify Purchaser whether same are approved or disapproved. In no event will Plans and Specifications be approved which do not provide for underground installation of all utilities.

Any disapproval shall be reasonable and shall set forth the general reason or reasons for such disapproval. Thereafter, Purchaser shall revise its Plans and Specifications to incorporate

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such changes as may be requested to secure La Salle's approval and shall deliver three (3) completed copies of the revised Plans and Specifications to La Salle. La Salle's approval of such Plans and Specifications shall be evidenced by its initialling one (1) copy thereof and returning same to Purchaser. If La Salle fails to notify Purchaser of its approval or disapproval within fifteen (15) business days of the receipt of such Plans and Specifications, La Salle shall be deemed to have approved said Plans and Specifications. To the extent that any subsequent material changes are made by Purchaser to any approved Plans and Specifications, same shall be subject to the provisions of this Section and Purchaser shall secure the approval of La Salle in the manner herein provided.

(c) No signs shall be permitted upon Parcel 2 unless such signs have been first approved by La Salle as part of approved Plans and Specifications. No free-standing signs, temporary signs, paper signs, flags, banners or streamers shall be permitted upon any portion of Parcel 2 at any time.

2. MAINTENANCE OF PARCEL 2

(a) Purchaser agrees that it shall maintain or cause to be maintained Parcel 2 and all improvements located thereon, including the exterior of any building or buildings, pedestrian walks, parking lots, landscaped areas and improvements, in a clean, sightly and safe condition consistent with and similar to the Orland Square Shopping Center in Orland Park, Illinois, and further, that it will at all times and from time to time cause the prompt removal of all papers, debris, refuse, snow and ice and sweeping of paved areas when and as required in order that Parcel 2 be maintained as above provided, and will maintain the unimproved portions of Parcel 2 in a clean, sightly and safe condition. In the event of damage or destruction to any improvements upon Parcel 2 by reason of fire or other casualty, Purchaser

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shall thereafter either promptly restore such improvements to the conditions existing prior to such damage or destruction, or in the alternative, raze and remove such improvements and landscape Parcel 2 in a sightly manner.

(b) In the event Purchaser shall fail or refuse to maintain Parcel 2 as above provided, then La Salle, after three days' notice to Purchaser specifying the manner in which Purchaser has failed to maintain Parcel 2 as above provided, may (if such failures have not been corrected within such three-day period) enter upon Parcel 2 and perform the maintenance set forth in said notice, and La Salle, by reason of its doing so, shall not be liable or responsible to Purchaser for any losses or damages thereby sustained by Purchaser or any occupants of Parcel 2 or of anyone claiming by or under either an occupant or Purchaser. The cost of such maintenance shall be paid by Purchaser within ten (10) days of the date of rendering a statement therefor, which statement shall specify the details of the maintenance performed and the costs thereof. Such costs shall be a lien on the property which may be enforced according to law.

(c) There is located on Parcel 2 a forty foot (40') strip of land on the north of Parcel 2 which shall be improved with landscaping and planting exclusively (hereinafter referred to as "Green Area"). Such strip of land is shown on Exhibit III attached hereto and made a part hereof. Purchaser shall maintain or cause to be maintained, at Purchaser's cost and expense, said Green Area in a clean, sightly and safe condition and in a manner which is consistent with Orland Square and Orland Square Shopping Center. Purchaser shall, among other things, keep said Green Area properly mowed, landscaped and free from litter. Purchaser's plan for improvements to the Green Area now and from time to time shall be subject to Seller's written approval in the manner prescribed in this paragraph.



3. VACANT BUILDINGS

In the event any buildings constructed, or under construction, on Parcel 2 are vacant and unoccupied for a period of twelve (12) months, Purchaser, upon written demand from La Salle, shall raze and remove such buildings from Parcel 2 and shall landscape Parcel 2 in a sightly manner. La Salle agrees that if required for the purposes of placing a bona fide first mortgage from time to time upon Parcel 2 the proceeds of which are to be used for the construction of improvements which are in compliance with the terms hereof, it will execute such documents as may be necessary to subordinate the provisions of this Section to the lien of the first mortgage so that the lien of the first mortgage will be superior to this Section.

4. MAINTENANCE OF STORM WATER RETENTION AREA

The owners of Parcel 2 shall pay a pro-rata share of all costs and expenses for the repair, and maintenance and restoration of the storm water retention area serving Parcel 2 on the basis of gross acreage of all property draining into said water retention area, which pro-rata share shall be one percent (1%). Such expenses shall be paid within thirty (30) days after written demand from La Salle, its agents, or any other party having the responsibility for the repair or maintenance of such facility, and shall be a lien on Parcel 2 which may be enforced according to law. The obligation of the owners of Parcel 2 under this paragraph shall in no event exceed the amount determined by multiplying the sum of \$500 times a fraction, the numerator of which shall be the F. W. Dodge Historical Local Building Cost Index (General Index, Chicago Area), or any successor index ("the Index") for September of the year for which such costs are being determined the the denominator of which shall be such Index for September, 1975. Such annual amount shall be non-cumulative.

5. MAINTENANCE OF RING ROAD

The Owners of Parcel 2 shall pay a pro rata share of all costs and expenses for the repair, maintenance (including but not limited to cleaning and snow removal) and restoration of the Ring Road adjoining Parcel 2 on a basis to be reasonably determined by La Salle taking into account the various users of said Ring Road, which pro rata share is determined to be one percent (1%). Such expenses shall be paid within thirty (30) days after written demand from La Salle, its agents or any other party having the responsibility for the repair and maintenance of said Ring Road, and shall be a lien on Parcel 2 which may be enforced according to law. In no event shall the annual obligation of the owners of Parcel 2 exceed the amount determined by multiplying the sum of \$500 times a fraction, the numerator of which shall be the F. W. Dodge Historical Local Building Cost Index (General Index, Chicago Area), or any successor index ("the Index") for September of the year for which such costs are being determined and the denominator of which shall be such Index for September, 1975. Such annual amount shall be non-cumulative.

6. COVENANTS TO RUN WITH LAND

Each and all of the covenants, restrictions, conditions and provisions contained in this Agreement, whether of an affirmative or negative nature, (a) are made for the direct and mutual benefit of Parcel 2, Parcel 1, the Orland Square Shopping Center, and the additional real estate owned by La Salle and its beneficiary under the tradename and style of Orland Square and Orland Square Shopping Center and each and every portion thereof, and will constitute covenants running with the land; (b) will bind every owner of a portion of Parcel 2 and Parcel 1 to the extent that such portion is affected or bound by the covenants, conditions or restrictions to be performed on the behalf of such portion; and (c) will inure to the benefit of the parties and their respective successors and assigns.

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7. TERM

This Agreement and each and every covenant and condition thereof shall continue for so long as two or more retail stores are being operated at the Orland Square Shopping Center by Marshall Field & Company, Sears, Roebuck and Co., J. C. Penney, Inc. and Carson Pirie Scott and Company or their respective successors, transferees, or assigns.

8. RIGHT TO MODIFY

This Agreement may be terminated, extended, modified or amended by the parties, their successors and assigns, provided no such amendments or modification will affect the rights of any mortgagee under a mortgage or the Trustee or beneficiary under any deed of trust constituting a lien on Parcel 2, nor will any amendment, modification, extension or termination be effective against any mortgagee, trustee or beneficiary subsequent to its securing title to its encumbered tract by foreclosure, trustee's deed or deed in lieu of foreclosure unless the mortgagee or trustee and beneficiary, as the case may be, shall have consented to such amendment or modification in writing.

9. INDEPENDENT CONTRACTORS

Nothing contained in this Agreement shall be construed to make the parties hereto partners or joint venturers or to render either of said parties liable for the debts or obligations of the other, except as in this Agreement expressly provided.

10. WAIVERS

a) No delay or omission in exercising any right accruing under the provisions of this Agreement shall impair any such right.

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or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

b) Purchaser does hereby waive, release and relinquish any and all rights it may have pursuant to prior Covenants, Conditions and Restrictions Agreements affecting Parcel 2, to approve plans and specifications or to maintain property by reason of the failure of an owner of such property to maintain in the manner required by any such prior Agreement.

## 11. REMEDIES CUMULATIVE

All rights, privileges and remedies afforded the parties by this Agreement shall be deemed cumulative and the exercise of any one of such remedies shall not be deemed to be a waiver of any other right, remedy or privilege provided for herein.

## 12. PARTIAL INVALIDITY

If any terms, provision or condition contained in this Agreement, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. CAPTIONS

The captions of the sections of this Agreement are for convenience only and shall not be considered nor referred to in resolving questions of interpretation or construction.

14. NOTICES

All notices, waivers, statements, demands, approval or other communications (all of the same being referred to herein as "Notices") to be given under or pursuant to this Agreement shall be in writing, addressed to the parties at their respective addresses as provided below, with a copy (not to exceed three (3) as provided by Notice hereunder) and will be delivered in person, or by certified or registered mail, postage prepaid, or by telegraph or cable, charges prepaid.

If mailed or telegraphed, the Notice shall be deemed to have been received two (2) days after the date of mailing or date of delivery to the telegraph or cable company, as the case may be.

The addresses of the parties to which such Notices are to be sent and the persons to whose attention said Notices are to be addressed will be those as provided herein, and until further notice are as follows:

If to La Salle:

LA SALLE NATIONAL BANK  
as Trustee under Trust No, 42916  
135 South La Salle Street  
Chicago, Illinois 60690

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With a copy to:

Urban Investment and Development Co.  
Suite 800  
345 North Michigan Ave.  
Chicago, Illinois 60611  
Attention: Oscar Reid, Vice President

If to Purchaser:

Michael Heiser  
54 Wilshire  
Lincolnshire, Illinois

15. ATTORNEY'S FEES

In the event that at any time during the term of this Agreement either party hereto shall institute any action or proceeding against the other or others relating to the provisions of this Agreement, or any default thereunder, then, in that event, the unsuccessful party in such action or proceeding agrees to reimburse the successful party therein for the reasonable expenses of attorney's fees and disbursements incurred therein by the successful party.

16. MERCHANT'S ASSOCIATION

Purchaser agrees to join, maintain membership in, and pay reasonable dues to any merchant's or businessmen's association which may be formed to promote the general interests of businesses in the general area within which Parcel 2 is located.

17. EXECUTION BY TRUSTEE

This Agreement is executed by the LA SALLE NATIONAL BANK, not individually, but as Trustee as aforesaid, as Seller in the exercise of the power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiary or

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beneficiaries under a certain Trust Agreement known as Trust No. 42916 with LA SALLE NATIONAL BANK. It is expressly understood and agreed that nothing herein contained shall be construed as creating any liability whatsoever, expressed or implied, against said Trustee personally, and in particular, without limiting the generality of the foregoing, said Trustee shall have no personal liability to pay any indebtedness accruing under this Agreement or to perform any covenant or agreement, either expressed or implied, herein contained, and that all personal liability of said LA SALLE NATIONAL BANK of any sort is hereby expressly waived by said Purchaser, and by every person now and hereinafter claiming any right or security hereunder, and that so far as said LA SALLE NATIONAL BANK is concerned, the owner of any indebtedness or liability accruing shall look solely to the funds paid under this Agreement, or to the aggregate thereof, for the satisfaction of any such indebtedness or liability, further, that no duty shall rest upon LA SALLE NATIONAL BANK, either personally or as such Trustee, to sequester trust assets, rentals, avails, or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, expressed or implied, whether asserted as contract, tort liability or otherwise, arising under the terms of this Agreement, except where said Trustee is acting pursuant to direction as been supplied with funds required for the purpose. In the event of conflict between the terms of this Paragraph 17 and the terms of this Agreement, on any question of apparent liability or obligation resting upon the Trustee, the provisions of this Paragraph 16 shall be controlling.

18. APPOINTMENT OF DESIGNATED REPRESENTATIVE

La Salle, pursuant to direction of its beneficiaries, hereby appoints its beneficiary, Urban Investment and Development Co., as its agent and designated representative hereunder, to act for it and on its behalf in all matters arising under this Agreement. All submissions, requests for approval and other communications from Purchaser shall be delivered directly to Urban Investment and Development

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Co. Any change in La Salle's designated representative shall be in writing signed by La Salle and become effective only upon delivery to Purchaser.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SELLER;

LA SALLE NATIONAL BANK, not individually, but as Trustee under a certain Trust Agreement dated August 31, 1971, and known as Trust No. 42916.

ATTEST:

\_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

PURCHASER:

ATTEST:

\_\_\_\_\_

BY: \_\_\_\_\_

Property of Cook County Clerk's Office

24 148 051



IRREVOCABLE SPECIAL POWER OF ATTORNEY

Agreement creating an Irrevocable Special Power of Attorney (hereinafter referred to as "Power") made this \_\_\_\_ day of \_\_\_\_\_, 1977, by and between \_\_\_\_\_, as Principal (hereinafter referred to as "Principal"), and Urban Investment and Development Co., a Delaware corporation (hereinafter referred to as "Agent").

W I T N E S S E T H:

WHEREAS, Agent is the sole beneficiary under a certain trust agreement with LaSalle National Bank (hereinafter referred to as "Trustee") dated August 31, 1971 and known as Trust Number 42916; and

WHEREAS, Trustee was the owner of record of the parcel of real estate legally described in Exhibit A, which Exhibit is attached hereto and by this reference incorporated herein (said parcel being hereinafter referred to as the "Subject Parcel"), and

WHEREAS, Agent as beneficial owner has caused Trustee to convey to Principal the Subject Parcel in accordance with the terms of a Purchase Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_, pursuant to which Principal has agreed to accept, acknowledge, and execute this Irrevocable Special Power of Attorney, and

WHEREAS, the Subject Parcel and other contiguous property have been annexed to the Village of Orland Park, Illinois subject to the terms and conditions of an agreement which is known as the Annexation Agreement, dated November 8, 1971, a copy of which agreement is on file at the Office of the Village Clerk, Village of Orland Park, Illinois (hereinafter referred to as the "Annexation Agreement"), and

EXHIBIT D

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WHEREAS, the territory subject to the Annexation Agreement has been zoned as "C" "Commercial District" subject to a Special Use Planned Development pursuant to the provisions of the Village of Orland Park Ordinance #32 (the Orland Park Zoning Ordinance), and

WHEREAS, Agent and others are engaged in a continuing and comprehensive plan of development for the territory subject to the Annexation Agreement, which territory is known as Orland Square, and

WHEREAS, the Subject Parcel is a part of Orland Square.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to each in hand paid, receipt of which is hereby acknowledged, and of Agent's causing the Subject Parcel to be conveyed to Principal and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Designation of Attorney in Fact. Principal does hereby designate, make and appoint Agent its true and lawful attorney in fact and agent for it and in its name, place, and stead, and on its behalf, and for its use and benefit for the special purposes hereinafter stated with respect to the Subject Property.

2. Irrevocability of Power. This Power shall be irrevocable by Principal, its transferees, successors, and assigns for the period provided in Paragraph 5. Based upon Agent's interest in maintaining and preserving the unity and integrity of development of Orland Square of which the Subject Parcel is a part and the other consideration hereinabove recited, Principal and Agent agree that this power is coupled with an interest.

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3. Scope of Power. The purpose of the Power conferred upon Agent by Principal is to enable Agent for its own benefit to take actions for the development of Orland Square which Agent in its sole discretion deems appropriate or desirable. For this purpose, Agent is hereby given the power to exercise any and all rights which Principal, Principal's grantees, successors, or assigns may have as the legal or equitable owner or owners of the Subject Parcel, whether existing by law, statute, or otherwise: (1) to execute with the Village of Orland Park, Illinois whatever amendments to the Annexation Agreement Agent in its sole discretion may from time to time deem necessary for the continuing development of Orland Square, and to subject the Subject Parcel to the terms of one or more such amendments or resulting amended Annexation Agreements; (2) to execute any and all documents including but not limited to, consents, waivers, petitions, agreements, or documents relating to legal proceedings, which Agent may from time to time deem necessary to maintain the Subject Parcel as territory annexed to the Village of Orland Park, Illinois, under the Annexation Agreement or under one or more subsequent amended Annexation Agreements or to disconnect Subject Parcel from the Village of Orland Park pursuant to the terms of the Annexation Agreement; (3) to enforce the Annexation Agreement, any amendments thereto, or any subsequent amended Annexation Agreement; (4) to execute any and all documents including but not limited to, consents, waivers, petitions, agreements, amended agreements or documents relating to legal proceedings, which Agent in its sole discretion may from time to time deem necessary in order to include the Subject Parcel as part of, to annex the Subject Parcel to, or disconnect the Subject Parcel from, any sanitary district, drainage district, park district, special taxing district, or any other unit of local government which at present is, or which may in the future be, permitted by the laws or statutes of the United States of America, the State of Illinois, or any political subdivision thereof. Agent is hereby fully empowered to exercise for its own benefit all such

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rights and powers hereinabove granted as fully to all intents and purposes as Principal, Principal's grantees, successors, or assigns might or could do if personally present but for this Power Principal hereby ratifies, confirms, and acknowledges all that Agent, or its substitute or substitutes, shall lawfully do or cause to be done by virtue of this Power.

4. Effective Date of Power. The effective date of this Power is the \_\_\_\_ day of \_\_\_\_\_, 197\_\_\_. The rights, powers and authority of Agent shall be in full force and effect as of this date.

5. Expiration of Power. The rights, powers, and authority of Agent hereunder shall be valid and in full force and effect until July 26, 1996, but no longer.

6. Power to be Recorded. This Special Irrevocable Power of Attorney shall be recorded at the Office of the Recorder of Deeds, Cook County, Illinois.

7. Covenants and Agent's Power Binding Upon Principal's Grantees, Successors, and Assigns. The rights, power, and authority of Agent, its successors, and assigns hereunder shall be binding upon Principal's grantees, successors, and assigns and all future owners of the Subject Parcel. By acceptance of conveyance of the Subject Parcel, all subsequent grantees and future owners hereby acknowledge and accept, and ratify and confirm, Agent's rights, powers, and authority hereunder.

8. Assignability by Agent. The rights conferred upon Agent hereunder shall be freely transferable and assignable in whole or in part, upon such terms and conditions as may be deemed advisable by Agent, any of its successors or assigns. The only notice which need be given to any party of such transfer or assignment is such notice as shall be required by law.

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9. Liberal Construction. The parties agree and intend that the covenants hereinabove set forth, and the rights, powers, and authority hereinabove granted to Agent, shall be liberally construed to fulfill the purpose of this Power, as set forth above in paragraph 3.

10. Severability. If any covenant, right, power or authority, hereinabove set forth and agreed to between the parties hereto, shall be found void or unenforceable, for whatever reason, by a court of law or of equity, the parties agree and intend that every other covenant, right, power or authority herein set forth and agreed to shall remain valid and binding.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the year and day first above written.

PRINCIPAL:

ATTEST:

BY: \_\_\_\_\_

AGENT:

ATTEST:

URBAN INVESTMENT AND DEVELOPMENT CO.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

ITS: \_\_\_\_\_

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STATE OF ILLINOIS )  
                          )SS  
COUNTY OF COOK   )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named, \_\_\_\_\_ and \_\_\_\_\_, Executive Vice President and Secretary of URBAN INVESTMENT AND DEVELOPMENT CO. a Delaware corporation, authorized to do business in the State of Illinois, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_, Executive Vice President and Secretary, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said URBAN INVESTMENT AND DEVELOPMENT CO., for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that said Secretary, as custodian of the corporate seal of said URBAN INVESTMENT AND DEVELOPMENT CO., to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said URBAN INVESTMENT AND DEVELOPMENT CO., for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 1976.

Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

24 148 051

ACKNOWLEDGEMENT BY LA SALLE NATIONAL BANK

STATE OF ILLINOIS  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named, \_\_\_\_\_ and \_\_\_\_\_, \_\_\_\_\_ President and \_\_\_\_\_ Secretary of LA SALLE NATIONAL BANK, a national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_, \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said LA SALLE NATIONAL BANK, for the uses and purposes therein set forth, and the said \_\_\_\_\_ Secretary then and there acknowledged that said \_\_\_\_\_ Secretary, as custodian of the corporate seal of said LA SALLE NATIONAL BANK, to be affixed to said instrument as said \_\_\_\_\_ Secretary's own free and voluntary act and as the free and voluntary act of said LA SALLE NATIONAL BANK, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 1976.

Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

24 148 051

# UNOFFICIAL COPY

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael Heiser personally known to me to be the same person whose name 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.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 1975.

Commission expires \_\_\_\_\_ 1976.

\_\_\_\_\_  
Notary Public

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**END OF RECORDED DOCUMENT**