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EIPB

65-80-9870

part of 27-10-400-005

This Indenture, Made this 14th day of December A. D. 19 77 between

La Salle  NATIONAL BANK 24 240 098

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 19 71, and known as Trust Number 42916, party of the first part, and JOHN M. SMYTH COMPANY, an Illinois corporation, of Chicago, Illinois parties of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of Ten ---- Dollars, (\$ 10.00----) and other good and valuable consideration in hand paid, does hereby grant, sell and convey unto said parties of the second part, not as tenants in common, but as joint tenants, the following described real estate, situated in, Cook County, Illinois, to-wit:

13.00

(See legal description attached hereto)

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
RECEIVED
DEPT. OF REVENUE
756.00
1977

together with the tenements and appurtenances thereto belonging.

TO HAVE AND TO HOLD the same unto said parties of the second part not in tenancy in common, but in joint tenancy, and to the proper use, benefit and behoof of said parties of the second part forever.

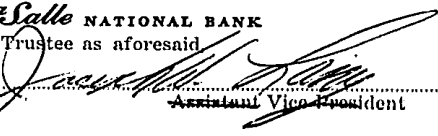
Subject to general taxes for 1977 and subsequent years and to covenants, easements, restrictions and conditions of record, and to Rider attached hereto and made a part hereof.

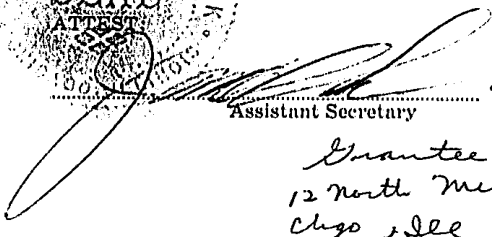
This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or 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.



La Salle NATIONAL BANK
as Trustee as aforesaid

By: 
Assistant Vice-President


Assistant Secretary

Grantee
12 North Michigan
Chicago, Ill

THIS DOCUMENT PREPARED BY
MICHAEL HILSDAN
845 N. MICHIGAN AVE
CHICAGO ILL. 60611

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STATE OF ILLINOIS,
COUNTY OF COOK,

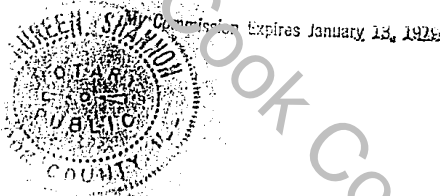
} ss:

I, Maureen Shannon a Notary Public in and for said County,
in the State aforesaid, DO HEREBY CERTIFY that JOSEPH W. LATA

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 14th day of Dec A. D. 1977

Maureen Shannon
NOTARY PUBLIC



RECORDED
DEC 16 2 35 PM '77
ILLINOIS

Box No. Box 407 (maur)

Trustee's Deed
(IN JOINT TENANCY)

ADDRESS OF PROPERTY

La Salle NATIONAL BANK
TRUSTEE
TO

La Salle NATIONAL BANK
185 South La Salle Street
CHICAGO

RECORDED OF DEEDS
*24240098
Maureen Shannon

8028-A CP

Property of Cook County Clerk's Office

PARCEL 1:

A tract of land in the South Half of Section 10, Township 36 North, Range 12 East of the Third Principal Meridian, described as follows: Commencing on the North and South centerline of said Section 10, a distance of 501.78 feet North $0^{\circ}01'$ West of the South quarter corner of said Section 10; thence South $70^{\circ}48'$ West 9.05 feet to a point on curve; thence Northerly on a curve convex to the East having a radius of 505.17 feet, an arc distance of 223.26 feet and a chord bearing of North $12^{\circ}38'42''$ East to a point of compound curve; thence Northerly on a curve convex to the East having a radius of 1330.73 feet, an arc distance of 382.45 feet and a chord bearing of North $8^{\circ}15'$ West to a point of tangent; thence North $16^{\circ}29'$ West 27.08 feet; thence North $73^{\circ}31'$ East 535 feet; thence South $16^{\circ}09'$ East 328.90 feet; thence South $2^{\circ}10'40''$ West 350 feet; thence due West 275 feet; thence South $70^{\circ}48'$ West 313.00 feet to the place of beginning, all in Cook County, Illinois.

PARCEL 2:

A non-exclusive easement for ingress and egress to Parcel 1 above across and upon the Orland Square Ring Road, as established by Article X, Paragraph H, Subparagraph (b)(i) of that certain Easement and Operating Agreement dated March 15, 1976 and recorded August 10, 1976 as Document No. 23 591 873.

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RIDER TO TRUSTEE'S DEED DATED DECEMBER 14, 1977 FROM LA SALLE NATIONAL BANK, TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 31, 1971 AND KNOWN AS TRUST NO. 42916 ("GRANTOR") TO JOHN M. SMYTH COMPANY, AN ILLINOIS CORPORATION ("GRANTEE")

1. For a period of ten (10) years from the date of recording hereof, the premises herein conveyed shall be used only for the sale of furniture and other merchandise offered in stores operated by Grantee under the tradename of Homemakers and for no other purpose without the prior consent of Grantor, which consent shall not be unreasonably withheld.

2. Grantor hereby reserves unto itself a right of first refusal over any sale of the premises herein conveyed as more particularly set forth in the Real Estate Sale and Purchase Agreement between Grantor's beneficiary and Grantee dated December 13, 1977. In no event shall said right of first refusal extend beyond the completion of Grantee's improvements to the premises and the commencement of business thereon or five (5) years from the date of recording hereof, whichever shall first occur.

3. Grantor excepts and reserves unto itself, its successors, transferees and assigns a perpetual non-exclusive easement over, under, across, upon and through the East 20 feet, the West 20 feet, the North 10 feet and the South 10 feet of the premises herein conveyed for the purpose of constructing, reconstructing, repairing and maintaining utility service lines, including but not limited to water, sewer, gas, telephone and electricity, and all appurtenances thereto. The West 10 feet of the aforesaid easement along the West line shall also be for the purpose of installing, constructing, replacing and repairing traffic control and traffic directional signs for the control of traffic within the Orland Square Planned Development.

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The aforesaid easements are or may become necessary for servicing a part or portion of the Orland Square Planned Development. The determination of the necessity for any easement reserved by the Grantor hereunder shall rest solely with Grantor, which right it may assign in whole or in part.

The easements reserved herein shall include the right of ingress and egress to each of such easements for the purposes therein described.

Grantor shall have the right at any time and from time to time to assign, convey, dedicate or otherwise transfer any one or more of the aforesaid easements herein reserved to any person, firm, corporation, utility company or governmental authority for the purposes herein set forth.

Nothing herein contained shall be deemed to create any right or interest in the public, the Village of Orland Park, Cook County, Illinois, any governmental authority, any utility company or in any other person, firm or corporation which might otherwise be benefited by the easements herein reserved, unless such right or interest is evidenced by a document specifying the right or interest assigned, conveyed, dedicated or otherwise transferred by Grantor. Such assignment, conveyance, dedication or other transfer shall not be effective until such document has been recorded with the Recorder of Deeds for Cook County, Illinois.

All of the rights of Grantor hereunder shall inure to the benefit of its successors and assigns. All assignments shall be evidenced by a document specifying the right or rights so assigned and shall become effective upon recording with the Recorder of Deeds for Cook County, Illinois.

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