

65-90-422

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WARRANTY DEED

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15.00

THIS INDENTURE WITNESSETH, that the Grantor, USY & T INDUSTRIES, INC., a corporation organized and existing under and by virtue of the laws of the State of Illinois, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS unto the Grantees, GEORGE E. WAGNER AND CATHERINE WAGNER, HIS WIFE, as Joint Tenants with rights of survivorship and not as tenants in common, whose address is 820-828 West Exchange Avenue, Chicago Illinois 60609, the following described parcel of real estate situated in the City of Chicago, County of Cook and State of Illinois, particularly described as follows, to-wit:

PART I

Legal Description

The West One Hundred Ninety and Ninety-two Hundredths (190.92) feet of the East Four Hundred Twenty-four and Twenty-five Hundredths (424.25) feet of the North Eighty-nine and Fifty Hundredths (89.50) feet of the South Three Thousand Six Hundred Eighty and Ninety-three Hundredths (3680.93) feet of the East Half (1/2) of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois,

together with all and singular the hereditaments and appurtenances thereunto belonging, or in anyway appertaining, with all easements of record appurtenant thereto, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title and interest, claim or demand whatsoever of the said Grantor, either in law or in equity, of, in and to the above-described premises.

TO HAVE AND TO HOLD the said premises above-described with the appurtenances unto the Grantees, their grantees, successors and assigns, forever, but upon and subject to:

- (1) General taxes for 1977 and subsequent calendar years;
- (2) Public and private utility easements and roads and highways, if any;
- (3) The easements, covenants, terms and provisions hereinafter set forth in Parts II, III, IV, V, VI, and VII.

PART II

RESTRICTION

This Deed of conveyance is especially subject to the

THIS INSTRUMENT PREPARED BY ROBERT S. BREMER ONE FIRST NATIONAL PLAZA SUITE 4950 CHICAGO, ILLINOIS 60603

PROPERTY OF TRANSITION GROUP REAL ESTATE TRANSACTION TAX 060067 80.00

597 060067 04770 05200

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BOX 533

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provisions and covenants contained in deed from The Union Stock Yard and Transit Company of Chicago, a corporation of Illinois, to Eleanor Nolan, dated November 30, 1961, and recorded as Document #18350127 on December 8, 1961, conveying other premises, and to deed recorded August 11, 1964, as Document #19210823, and to Document No. 19130387, to the extent that such documents provide that the premises herein conveyed will not be used for the purpose of a discount department store business for a period of twenty (20) years from and after November 30, 1961.

PART III

RESERVATION OF EASEMENT FOR UTILITIES AND PRIVATE ALLEY

The Grantor hereby reserves to itself and to its successors, grantees and assigns, an easement in perpetuity over, under, upon and across the West Twenty-six and Six Hundredths (26.06) feet of the premises conveyed for the use of the same for utilities and as a part of a private alley Thirty (30) feet, more or less, in width for the use and benefit of the owners and occupants from time to time of the premises abutting on said private alley in common with the Grantor and its successors, grantees, lessees and assigns. The Grantees herein covenant and agree for themselves, their successors, grantees and assigns that said West Twenty-six and Six Hundredths (26.06) feet of the premises hereby conveyed shall at all times be kept free and clear of any building or other structure above the surface of the ground.

The Grantor hereby reserves to itself and to its successors, grantees and assigns, the right at any time to dedicate such private alley or any part thereof to the public to be used as and for a public alley.

The Grantor hereby gives and grants to the Grantee herein and to the successors, grantees and assigns of the Grantee the right to use said Thirty (30) foot, more or less, strip of land and the East Fourteen and Nine Tenths (14.9) feet of the premises adjoining on the West jointly with the Grantor and its successors, grantees and assigns and any others to whom the Grantor, or its successors, grantees or assigns has heretofore granted or may hereafter grant similar rights for utilities and for a private alley and for all lawful purposes of passage along the same and of ingress and egress to and from the premises hereby conveyed for so long as said alley remains private.

The Grantor further reserves to itself, its successors, grantees and assigns, the perpetual right and easement, power and authority over, under, upon, across and along said Thirty (30) foot, more or less, private alley, including the West Twenty-six and Six Hundredths (26.06) easement strip hereby reserved to erect, construct, reconstruct, extend, enlarge,

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alter, improve, operate, repair and maintain sewers and all necessary, convenient and proper connections therewith and openings therein, and all equipment appurtenant or necessary thereto (including, without limitation, valves, pumps and transformers) and all ways, conduits, mains, pipes, poles, wires, cables or other conductors for conveying water, gas, air, steam, electricity, sewerage, or other similar substances or utilities or any of them, and for any other purpose that will not unreasonably interfere with the use of said Thirty (30) foot private alley, or with the use of the West Twenty-six and Six Hundredths (26.06) foot easement strip hereby reserved, as a means of ingress and egress to and from the premises hereby conveyed.

PART IV

PRIVATE STREET
EASEMENT

Grantor has established heretofore a private street on strips of its land Thirty-three (33) feet in width known as Root Street. The North Sixteen and Five Tenths (16.5) feet of the land hereby conveyed lies in the South Half (S $\frac{1}{2}$) of said Private Root Street.

Grantor hereby gives and grants to the Grantees and to the successors and assigns of said Grantees, for so long as said Root Street remains private, an easement over, upon, across and along the surface of said Root Street, which private street has been established for the use in common with the Grantor, its successors, grantees and assigns and any others to whom the Grantor has heretofore granted or may hereafter grant similar rights as and for utilities and a private street and for all lawful purposes of passage along the same and of ingress and egress to and from the premises hereby conveyed, and for utilities and uses incidental thereto under, upon, across and along said North Sixteen and Five Tenths (16.5) feet.

Grantor hereby reserves to itself and to its successors, grantees and assigns, the right at any time to dedicate said private street or any part thereof, to the public to be used as and for a public street.

PART V

MAINTENANCE AND
IMPROVEMENT OF
PRIVATE STREET
AND ALLEY

The Grantees hereby covenant and agree for themselves, their successors, grantees and assigns, that they, at all times hereafter while occupants or owners of the premises hereby conveyed, during such time that said street and alley remain private, will share in paying the cost of improving, repairing, maintaining in good condition and from time to time renewing the pavement, curbs, parkways, sidewalks, sewer, ater main, street lights, street lighting system and other improvements along or in said street and alley; such work to be performed by the Grantor, its successors, grantees or assigns, or they will

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cause such work to be performed whenever in its or their judgment such work shall be necessary.

Whenever such work of improving, maintaining, repairing or renewing is performed by the Grantor, its successors, grantees or assigns, or by it or them caused to be performed, there shall be added to the cost of such work Ten per cent (10%) for supervision, and the Grantees covenant and agree for themselves, their successors, grantees and assigns, owner or owners or occupants then of the premises hereby conveyed that they or it, as the case may be, will pay their or its share of such additional charge.

The share of the Grantees or of their successors, grantees or assigns, owner or owners or occupants then of said premises of such cost when any such work is done shall be that proportion of the total cost therefor which the frontage of the premises hereby conveyed abutting said private street or alley in which such work is done bears to the total alley frontage of property on such street or alley, throughout the length of the same as now established or may be extended hereafter.

PART VI

EASEMENT FOR UTILITIES, BUILDING MAINTENANCE AND FIRE ESCAPE

Grantor hereby reserves to itself, its successors, grantees and assigns an easement over the East Four and Ninety-two Hundredths (4.92) feet of the land hereby conveyed as and for an easement for utilities, building maintenance and fire escape for the premises conveyed and the premises adjoining on the East.

PART VII

COVENANTS RUN WITH THE LAND

The covenants the the Grantees herein are intended to be and shall be construed as covenants running with the land hereby conveyed and binding upon the Grantees herein, their successors, grantees, lessees and assigns (owners or occupants from time to time of the lands hereby conveyed, or any part thereof).

IN WITNESS WHEREOF, the Grantor has caused these

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present is to be signed and its seal to be hereunto affixed
this 27th day of February, A. D. 1978.

USY & T INDUSTRIES, INC.

By James J. Donovan
Chairman

PERMANENT INDEX
NO. 20-05-200-093-6001



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, DOROTHY F. SCHULTZ, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JAMES F. DONOVAN, personally known to me to be the Chairman of USY & T INDUSTRIES, INC., and JAMES R. RUMBAUGH, personally known to me to be the ASSISTANT Secretary of said Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman and ASST. Secy. they signed and delivered said instrument as Chairman and ASST. Secy. of said Corporation, and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the board of Directors of said Corporation, as their free and voluntary act and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of February, 1978.

Dorothy F. Schultz
Notary Public
My Commission expires April 5, 1981

Mail To
MAIL TO:
JAMES E. HOWIE JR
SUITE 2700
69 W. WASHINGTON
Chicago, Ill.
60602

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AFFIDAVIT - METES AND BOUNDS

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Document #

ROBERT S. BREMER

, being duly sworn

on oath, states that he resides at 175 E. Delaware Place

Chicago, Illinois 60611

. That the attached deed is not in

violation of Section 1 of Chapter 109 of the Illinois Revised Statutes for one of the following reasons:

1. The division or subdivision of land is into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
2. The division is of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
3. The sale or exchange of parcels of land is between owners of adjoining and contiguous land.
4. The conveyance is of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
5. The conveyance is of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
6. The conveyance is of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
7. The conveyance is made to correct descriptions in prior conveyances.
8. The sale or exchange is of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access.
9. The sale is of a single lot of less than 5 acres from a larger tract, the dimensions and configurations of said larger tract having been determined by the dimensions and configuration of said larger tract on October 1, 1973, and no sale, prior to this sale, of any lot or lots from said larger tract having taken place since October 1, 1973 and a survey of said single lot having been made by a registered land surveyor.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED

AFFIANT further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

SUBSCRIBED and SWORN to before me
this 21st day of February, 1978
[Signature]
NOTARY PUBLIC

[Signature]

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RECORDED
RECORDED OF DEEDS
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RECORD
MAR 2 9 00 AM '78

Property of Cook County Clerk's Office

END OF RECORDED DOCUMENT