

26655189

25927234

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 30th day of June 1981, between USY&T INDUSTRIES, INC., an Illinois corporation whose address is One First National Plaza, Chicago, Illinois (herein called "Grantor"), party of the first part, and JAMES CALVETTI MEATS, INC., an Illinois corporation, whose address is 4122 S. Union Street, Chicago, Illinois (herein called "Grantee"), party of the second part,

WITNESSETH, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), in hand paid by Grantee, the receipt whereof is hereby acknowledged, and pursuant to the authority of the Board of Directors of said corporation, by these presents, does REMISE, RELEASE, ALIEN AND CONVEY unto Grantee, and to its heirs and assigns, FOREVER, all the following described land, situate in the County of Cook and State of Illinois, known and described as follows, to wit,

The South 143 feet of the North 256 feet of Lot 3, in Donovan Industrial Park, being a Subdivision of part of each of Lots 3, 4, 5, 6, 7, 8, 9 and 10, in Stock Yards Subdivision of the East Half 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 anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the said Grantor, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the Grantee, its heirs and assigns forever, SUBJECT HOWEVER to:

- (a) General taxes for 1980 and subsequent years;
(b) Building, building line and use of occupancy restrictions, conditions and covenants of record as of the date of conveyance and those shown on Exhibit "A";
(c) Zoning and building laws or ordinances;
(d) Governmental regulations in effect at the effective date of conveyance and thereafter;
(e) Easements for public utilities;
(f) Grantee, for itself, its grantees, successors and assigns, hereby covenants and agrees to

THIS INSTRUMENT WAS PREPARED BY AND MAIL TO:

BRIAN L. RIEGER
SUITE 4950
ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603

11.00

PERMANENT INDEX NO.:
A portion of
20-05-200-110-0000

COOK CO. NO. 016
175993

35-25
CITY OF ILLINOIS
DEPT. OF REVENUE
JUL-81
35.25

CANCELLED Cook County
REAL ESTATE TRANSACTION TAX
JUL 1981
35.25

25927234

050220

CITY OF CHICAGO
DEPT. OF REVENUE
JUL-81
141.00

first obtain written approval by Grantor, such approval not to be unreasonably withheld, of the plans and specifications for any building or improvements to be constructed on the subject real estate within Ten (10) years from the date of this conveyance. Grantor shall have Twenty (20) days from the date of delivery of such plans and specifications within which to approve or disapprove of the same in whole or in part, in writing. Absent such timely disapproval, the plans and specifications shall be deemed approved, as submitted. Any material departure from any approved plans and specifications in the construction of any building, or other improvement, shall require additional approval in the same manner as was originally required, which approval shall not be unreasonably withheld.

Grantor reserves to itself, its successors and assigns, and Grantee, for itself, its successors and assigns, specifically agrees and consents to such reservation, the right to an injunction to prevent commencement of the construction of, or the continued construction of, any unapproved building or improvement on the subject real estate and the immediate removal thereof at Grantee's expense.

The covenant set forth in this paragraph (f) is intended to be and shall be construed as a covenant running with the premises hereby conveyed and binding upon the parties hereto, their successors, grantees, and assigns, while the owner, owners, and occupants of the premises hereby conveyed, or any part hereof. This covenant is not to be construed as personal but as running with the land.

(g) Acts done or suffered by Grantee or any one claiming by, through, under or against it.

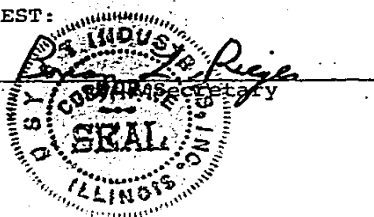
Grantor, for itself, and its successors, does covenant, promise and agree, to and with Grantee, its heirs and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be in any manner encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice President, and attested by its Assistant Secretary, the day and year first above written.

USY&T INDUSTRIES, INC.

ATTEST:

By Harold J. Zerbe Vice President



25925034

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK   )

I, DOROTHY F. SCHULTZ, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that HAROLD J. BURKE, VICE President, and BRIAN RIEGER, ASSISTANT Secretary, of said US&T INDUSTRIES, INC.,

who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE President and ASSISTANT Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of June, A. D. 1981.

My Commission expires:

April 5, 1985

Dorothy F. Schultz  
Notary Public



COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
1981 JUL -6 PM 3:10

25927234

John F. Olson  
RECORDER OF DEEDS  
25927234

END OF RECORDED DOCUMENT