GEORGE E. COLE

SPECIAL WARRANTY DEED (Corporation to Individual) (Illinois)

FORM NO. 803 April, 1980

COOK COUNTY ILLINOIS FILED FOR RECORD 1983 JUL 15 PM 2: 52 Sidney M. Olcon RECORDER OF DEEDS

26690504

THIS INDENTURE, made this <u>15</u> day of <u>June</u> 1983, between THE PROVIDENCE INSURANCE COMPANY

a corporation created and existing under, and by virtue of the laws of the State of \_\_Delaware \_\_ and duly authorized to transact business in the State of \_\_Illinois \_\_\_, party of the first part, business in the State of \_\_Illinois \_\_\_\_\_, party of and \_\_Norman K. Solomon, Jr., a bachelor party of the first part,

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(NAME AND ADDRESS OF GRANTEE) party of the second part, WITNESSETH, that the party of the first part, for und in consideration of the sum of Ten

Dolle said and other good and valuable consideration

The Real Estace described on Exhibit "A" attached hereto and by this reference made a part hereof.

ECERTATE OF ILLINOIS REAL ESTATE TRANSFER TAX 1983 \* \* \* 1983 DEPT. OF E 6 5. 25 6525

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise apperts in rg, 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 party of the first part, 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 party of the second part, <u>his</u> heirs and assigns forever.

And the party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the party of the second part, his 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 incumbered 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

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 <u>proceedings</u>. President, and attested by its <u>Secretary</u>, the day

By

Attest:

færd Hassan, Rudnick & Wolfe, This instrument was prepared by (NAME AND ADDRESS)

30 North LaSalle St.,

Suite 2900

<u>Chicago, IL 60602</u> (312) 368-4064

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in and to a said County, in the State aforesaid. DO HEREBY CERTIFY that ATLAN MORLES.  personally known to me to be the A MULPresident of the corporation, and Lugar M. Morles.  personally known to me to be the Socretary of said corporation, and personally known to me to be the same polsons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally schowledged that as such A MUL President and Secretary, they signed aim delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authorize given by the Board of Divictors of said corporation as their free and voluntary act, and as their free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.  GIVEN under my hand and official seal this W. W. M. State Public Notary Publi	•	STATE OF New York	
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## EXHIBIT "A"

LOT 1 IN COMMERCIAL SUBDIVISION UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 27, 1983 AS DOCUMENT NUMBER 2661238, IN COOK COUNTY, ILLINOIS (the "Property").

Subject to: (a) General taxes not yet due and payable; (b) building and zoning laws and ordinances; (c) acts of the crantee and parties claiming by and through Grantee; (d) Statement of Intent and Agreement for Washington Park Planned Unit Development, as amended, a memorandum of which was recorded on February 7, 1980 as Document No. 25353091; (e) those matters set forth on the plat of subdivision of Commercial Subdivision Unit 1 recorded on JUNE 27, 1983 as Document No. 2666 1238 (the "Subdivision Plat").

This converge is made and accepted upon each of the following crown nants and restrictions:

- (a) Granto hereby reserves for itself and its successors and assigns perpetual non-exclusive easements for the construction, leconstruction, maintenance and repair of public utilities over, under, or across the areas marked "public utility, drainage and C.A.T.V. easement" as set forth on "he Subdivision Plat whether or not such utilities serve the Property, including but not limited to sanitary tever, water, storm sewer, gas, electric, telephone and other public utility service lines. Nothing herein still be construed to obligate Seller to construct, recenstruct, maintain or repair any such utilities.
- (b) Grantor hereby reserves for itsel? (or its designated agent) the right to approve archir ctural renderings and exterior designs of the buildings to be constructed on the Property. The architectural renderings and exterior designs and any changes and in indments thereto shall be collectively referred to as "sulding Designs" and any rights and duties hereunder with respect to such Building Designs shall also apply to ary changes or amendments thereto. Grantee agrees that no construction shall commence unless and until Grantee obtains Grantor's written approval of the Building Designs (such approval not to be unreasonably withhild) or until such time as the Building Designs are desmed approved pursuant to this provision. Grantor shall have thirty (30) days from the date of its receipt of the Building Designs to approve or disapprove the Building Designs. In the event Grantor shall disapprove, Grantor shall so notify Grantee in writing within the aforesaid time period. In such event, Grantor and Grantee agree to cooperate in their efforts to develop mutually acceptable Building Designs. In the event Grantor does not notify Grantee in writing within thirty (30) days of its approval or disapproval, the Building Designs shall be deemed approved. The covenants contained in this Paragraph (b) shall be covenants running with the land; provided, however, that the aforesaid covenants shall terminate on December 31, 1987.
- (c) Grantee shall be deemed to mean Grantee and its successors and assigns and the covenants herein contained shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

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