

UNOFFICIAL COPY

GEORGE E. COLE*
LEGAL FORMS

NO. 822
April, 1980

7 OCT 30 12

QUIT CLAIM DEED
Statutory (ILLINOIS)
(Individual to Individual)

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

THE GRANTOR, Peter G. Schmitt, divorced
and not yet remarried,

26812179 A - REC 10.00

26812179

of the Village of Itasca County of DuPage
State of Illinois for the consideration of
TEN AND NO/100 (\$10.00) DOLLARS,
CONVEY S QUIT CLAIMS to

Jeanette J. Schmitt
A/K/A Jeanette J. Falduto
8254 Chestnut, Palos Hills, Illinois
(NAME / (ID ADDRESS OF GRANTEE)

(The Above Space For Recorder's Use Only)

all interest in the following described Real Estate situated in the County of Cook in the
State of Illinois, to wit:

See legal description on reverse side herein.

Exempt under paragraph e, section 4 of the Real Estate Transfer
Tax Act.

10⁰⁰ E

Date:

Thomas M. Montgomery
Attorney at Law

26812179

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of
Illinois.

DATED this 30th day of July 1983

PLEASE
PRINT OR

Peter G. Schmitt
Peter G. Schmitt

(SEAL)

(SEAL)

TYPE NAME(S)
BELOW

SIGNATURE(S)

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for
said County, in the State aforesaid, DO HEREBY CERTIFY that

Peter G. Schmitt

personally known to me to be the same person whose name is subscribed
to the foregoing instrument, appeared before me this day in person, and acknowl-
edged that he signed, sealed and delivered the said instrument as his
free and voluntary act, for the uses and purposes therein set forth, including the
release and waiver of the right of homestead.

Given under my hand and official seal, this 30th day of July 1983

Commission expires 12/19/ 1986

This instrument was prepared by Thomas M. Montgomery, Hyatt Legal Services
1222 N. Roselle Road, Schaumburg, Illinois 60195



Worth Bank & Trust
Trust Department
6825 W. 111th Street
Worth, Illinois 60482

ADDRESS OF PROPERTY:

8254 Chestnut
Palos Hills, Illinois

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES
ONLY AND IS NOT A PART OF THIS DEED.

SEND SUBSEQUENT TAX BILLS TO:
8254 Chestnut

Palos Hills, Illinois

RECORDER'S OFFICE BOX NO.

AFFIX RIDERS, OR REVENUE STAMPS HERE

26812179

RECEIVED IN BAD CONDITION

RIDER TO DEED DATED

Quit Claimed

Unit No. 41 B together with a perpetual and exclusive use of parking space and storage area designated as 41B-GS, as delineated on survey of that part of the northeast 1/4 of section 23, township 37 north, range 12 east of the third principal meridian, lying northerly of the northerly line of the Sanitary District of Chicago, excepting therefrom the following: The west 41.00 feet thereof; the east 45.00 feet thereof and the east 516.00 feet of the north 894.186 feet lying west of and adjoining said east 40 acres of the northeast 1/4 of said section 23, in Cook County, Illinois, lying south of the following described line:

Beginning at a point on the east line of said tract, said point being 1211.056 feet south of the north line of said tract, thence west along a line 1211.056 feet south of and parallel with the north line of said tract, 531.53 feet, thence north along a line 324.91 feet east of and parallel with the west line of said tract, 110.90 feet, thence west along a line 1100.196 feet south of and parallel with the north line of said tract, 127.33 feet, thence south along a line 257.58 feet east of and parallel with the west line of said tract, 66.96 feet, thence west along a line 1167.156 feet south of and parallel with the north line of said tract, 257.58 feet more or less to the west line of said tract, which survey is attached as Exhibit "A" to the Declaration of Condominium Ownership made by UNION NATIONAL BANK OF CHICAGO, ILLINOIS, as Trustee under Trust No. 1927, recorded in the Office of the Recorder of Deeds of Cook County on March 7, 1974 as Document No. 22647270, together with a percentage of the Common Elements appurtenant to said Unit as set forth in said Declaration, as amended from time to time, which percentage shall automatically change in accordance with Amended Declarations as same are filed of record pursuant to said Declaration, and together with additional Common Elements as such Amended Declarations are filed of record; in the percentages set forth in such Amended Declarations, which percentages shall automatically be deemed to be conveyed effective on the recording of each such Amended Declaration as though conveyed hereby.

Grantor also hereby grants to Grantees, their successors and assigns as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration and in the Declaration and Grant of Easement recorded in the office of Recorder of Deeds of Cook County, Illinois, as Document No. 22647269, and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration and Grant of Easement for the benefit of the remaining property described in said Condominium Declaration.

This Deed is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration as if they were recited and stipulated at length herein, and the Deed is conveyed on the conditional limitation that the percentages of ownership of said Grantees in the Common Elements shall be divested pro tanto and vest in the Grantees of the other Units in accordance with the terms of said Declaration and any amended Declarations recorded pursuant thereto, and the right of revocation is also hereby reserved to the Grantor herein to accomplish this result. The acceptance of this conveyance by the Grantees shall be deemed an agreement within the contemplation of the Condominium Property Act of the State of Illinois, for the sharing of the Common Elements pursuant to said Declaration and to all the other terms of said Declaration, which is hereby incorporated herein by reference thereto, and to all the terms of each Amended Declaration recorded pursuant thereto.

This Deed is further conveyed on the express covenant and restriction that no resident owner of a unit within the development may own and offer for rent more than three units contained in the building in which he resides, and that no non-resident owner of a unit may rent any unit other than the one which he owns. Any lease for a unit valid under the above criteria shall remain valid for its term if the condition of tenancy of the owner shall involuntarily change during such term. A "unit" shall mean a single residence intended for the use of one family. A violation of said covenant or restriction shall not cause a reverter. The covenant or restriction herein contained shall, however, run with the land and shall be enforceable by the corporate authorities of the City of Palos Hills.

END OF RECORDED DOCUMENT