

26 897 960

SPECIAL WARRANTY DEED
(Corporation to Individual)
(Illinois)

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D2
69 40 790

THIS INDENTURE, made this 12th day of December, 1983, between N-C Building Corp., a corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, Grantor and JOHN L. HOFFSTED and NANCY E. HOFFSTED, his wife, 2650 West Montrose, Chicago, Illinois 60618, Grantees, WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and 00/100 Dollars and other good and valuable consideration in hand paid by Grantees, the receipt whereof is hereby acknowledged, and pursuant to authority of the Board of Directors of said corporation, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the Grantees, not in Tenancy in Common, but in JOINT TENANCY, and to their heirs and assigns, FOREVER, all the following described land, situated in the County of Cook and State of Illinois known and described as follows, to wit:

PARCEL 1: THAT PART OF LOT 10 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF RIDGEWAY AVE. BEING A LINE 33 FT. EAST OF & PARALLEL WITH THE WEST LINE OF SAID LOT 10, WITH THE NORTH LINE OF DEVON AVENUE BEING A LINE 7.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 10, THENCE EAST ALONG THE NORTH LINE OF SAID DEVON AVE. 184.09 FEET; THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF DEVON AVE. 133.0 FEET; THENCE WEST ALONG A LINE WHICH FORMS AN ANGLE OF 90°-04'-20" TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED LINE 37.0 FEET; THENCE NORTH ALONG A LINE WHICH FORMS AN ANGLE 90°-06'-40" TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, 75.40 FEET TO THE SOUTH LINE OF THE NORTH 411.59 FEET OF SAID LOT 10; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH 411.59 FEET OF SAID LOT 10, 142.66 FEET TO THE EAST LINE OF SAID RIDGEWAY AVE; THENCE SOUTH ALONG SAID EAST LINE 208.40 FEET TO THE PLACE OF BEGINNING ALL IN JOHN PROESEL ESTATES PARTITION BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (hereinafter "Parcel 1").

Subject to the following perpetual nonexclusive easements appurtenant to and for the benefit of the following-described tract of land:

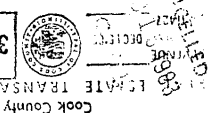
THAT PART OF LOT 10 DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF RIDGEWAY AVE. BEING A LINE 33 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 10 WITH THE NORTH LINE OF DEVON AVE. BEING A LINE 7.0 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 10; THENCE EAST ALONG THE NORTH LINE OF SAID DEVON AVE. 184.09 FEET TO THE PLACE OF BEGINNING; THENCE NORTH AT RIGHT ANGLES TO SAID NORTH LINE OF DEVON AVE. 133.0 FEET; THENCE WEST ALONG A LINE WHICH FORMS AN ANGLE OF 90°-04'-20" TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED LINE, 37.0 FEET; THENCE NORTH ALONG A LINE WHICH FORMS AN ANGLE OF 90°-06'-40" TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, 75.40 FEET TO THE SOUTH LINE OF THE NORTH 411.59 FEET OF SAID LOT 10; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 411.59 FEET OF SAID LOT 10, 154.60 FEET TO THE EAST LINE OF SAID LOT 10; THENCE SOUTH ALONG SAID EAST LINE 208.40 FEET TO THE NORTH LINE OF SAID DEVON AVE. THENCE WEST ALONG SAID NORTH LINE 113.22 FEET TO THE PLACE OF BEGINNING ALL IN JOHN PROESEL ESTATES PARTITION BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (hereinafter referred to as "Parcel 2").

(A) A non-exclusive easement, in, upon, under, over and along part of Parcel 1, described as follows:

AN EASEMENT FOR SEWER AND GAS ACROSS AND UNDER THAT PART OF LOT 10, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE

Box 533
Baker D2
165

3/3/25



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STATE OF ILLINOIS
ESTATE TRANSFER TAX
1983
3/3/25

RIDGEWAY AVE., BEING A LINE 33 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 10, WITH THE NORTH LINE OF DEVON AVE., BEING A LINE 7.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 10; THENCE NORTH ALONG THE EAST LINE OF SAID RIDGEWAY AVE. 3.0 FEET TO THE PLACE OF BEGINNING; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID DEVON AVE. 184.03 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 12.0 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID DEVON AVE. 183.77 FEET, TO THE EAST LINE OF SAID RIDGEWAY AVE; THENCE SOUTH ALONG THE EAST LINE OF SAID RIDGEWAY AVE., 12.0 FEET TO THE PLACE OF BEGINNING, ALL IN JOHN PROESTL ESTATES PARTITION, BEING A SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (hereinafter referred to as "Easement Parcel A").

for the following utility purposes:

1. The installation, maintenance, relocation, renewal and removal of an underground gas main and appurtenances for the purpose of serving Parcel 2;
2. The installation, construction, maintenance and repair of an underground sanitary sewer for the purpose of serving Parcel 2; and
3. The installation, construction, maintenance and repair of an underground storm sewer for the purpose of serving Parcel 2,

and subject to the following terms and conditions:

(a) Construction and installation work on sewers and gas mains shall not be carried on for a period in excess of 30 days within any given 60-day period;

(b) At time when construction is not in progress, there shall be no open ditches, holes or unfinished construction visible.

(c) At no time shall the owner of Parcel 1 be deprived of vehicular or pedestrian access to the building and parking area on Parcel 1.

(d) Owner of Parcel 2, and his successor in title, shall keep the sewer or sewers in good repair and shall restore Parcel 1 to its original condition after installation of the sewer or sewers, or any repair thereof. Such restoration shall include, but not be limited to, re-grading, re-sodding and repair (and replacement, if necessary) of any concrete or other hard surface walks or driveways. If trees are removed, and said trees cannot be replanted, the owner of Parcel 2 agrees, at his cost, to purchase the oldest trees of a similar kind available at a nursery and to plant said trees.

(e) Owner of Parcel 2, and his successor in title, will indemnify the owner of Parcel 1 for any damages incurred by said owner (its heirs, successors and assigns) arising out of the construction or maintenance of the sewer or sewers referred to herein.

(f) Use of Parcel 1 by the Grantee in this deed and any successor owner of Parcel 1 or any part thereof is not confined to the present uses thereof, the present building thereon, or present means of ingress and egress.

(g) All utility lines, gas mains, or other like improvements built by the owner of Parcel 2, or his successor in interest, in Easement Parcel A shall be located at a sufficient depth as to not interfere with the use of the surface area of Easement Parcel A by the owner of Parcel 1.

(h) Exclusive use of Easement Parcel A is not reserved by the Grantor under this deed nor granted to Parcel 2 as beneficiary of said easement.

(i) The right to use Easement Parcel A is expressly granted to the Grantees under this deed and their successors in interest to Parcel 1 or any part thereof.

(j) The easement pertaining to Easement Parcel A granted for the benefit of Parcel 2 shall not be appurtenant to any land that may come into common ownership with Parcel 2 or that is contiguous to Parcel 2; provided, however, if Parcel 2 is hereafter divided into two parts by separation of ownership or by lease, both parts shall enjoy the benefit of the easement hereby granted.

(B) An easement in, upon, over and along that part of Parcel 1 described as follows:

AN EASEMENT FOR PUBLIC UTILITIES INCLUDING COMMONWEALTH EDISON CO. & ILLINOIS BELL TELEPHONE CO., OVER, ACROSS, UPON AND UNDER THAT PART OF LOT 10, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF RIDGEWAY AVE., BEING A LINE 33.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 10, WITH THE SOUTH LINE OF THE NORTH 411.59 FEET OF SAID LOT 10; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 411.59 FEET OF SAID LOT 10, 15.60 FEET, TO THE PLACE OF BEGINNING; THENCE CONTINUING EAST ALONG THE LAST DESCRIBED LINE 127.06 FEET; THENCE ALONG A LINE WHICH FORMS AN ANGLE OF 89°-57'-40" FROM WEST TO SOUTH WITH THE LAST DESCRIBED LINE, A DISTANCE OF 3.0 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE NORTH 411.59 FEET OF SAID LOT 10, 117.06 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 93.0 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 27.64 FEET, TO THE EAST LINE OF SAID RIDGEWAY AVE., THENCE NORTH ALONG THE EAST LINE OF SAID RIDGEWAY AVE, 10.0 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF THE NORTH 411.59 FEET OF SAID LOT 10, 17.43 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 85.0 FEET, TO THE PLACE OF BEGINNING, ALL IN PROESEL ESTATES PARTITION BEING A SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (hereinafter referred to as "Easement Parcel B").

to install, operate and maintain additional overhead utility wire(s) onto the existing utility pole located within Easement Parcel B to service Parcel 2 with telephone and electric service along with the right to enter upon Easement Parcel B for all such purposes and subject to the following terms and conditions:

(a) Any service connections made by the owner of Parcel 2 onto the existing utility pole or any replacement pole shall not interfere with the service for electric and telephone being provided to Parcel 1.

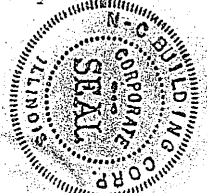
(b) The right of the owner of Parcel 1, or any part thereof in which Easement Parcel B is located, to relocate Easement Parcel B and the utility pole located thereon (or provide a replacement pole) to another location on or about Parcel 1, provided any such relocation shall be done under the supervision of any of the utility companies then using the overhang easement to provide telephone or electric service to Parcel 2, and further provided that after completion of the relocation, the owner of Parcel 2 (or the owner of the property on which the substituted easement area is located) shall record an easement grant in recordable form granting the replacement easement to the owner of Parcel 2 and shall furnish the owner of Parcel 2 evidence of title showing an unencumbered easement in the owner of Parcel 2.

Also subject to: (a) covenants, conditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any; (c) party wall rights and agreements, if any; (d) special taxes or assessments for improvements not yet completed; (e) installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; and (g) general taxes for the year 1983 and subsequent years.

Together with all and singular the hereditaments and appurtenances thereto 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 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 Grantees, not in Tenancy in Common, but in Joint Tenancy, and to their heirs and assigns forever.

And the Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantees, their 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 FOREVER DEFEND.

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



N-C BUILDING CORP.
By _____
President
Attest: _____
Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, STANTON B. MILLER, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lloyd V. Conant personally known to me to be the President of N-C Building Corp., an Illinois corporation, and Philip D. Anderson, 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 President and Secretary, they signed and delivered the said instrument 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 official seal this 12th day of DECEMBER, 1983.

Stanton B. Miller
Notary Public
Commission expires 1/11/85

This instrument was prepared by Gregory J. Miely, ANDERSON, McDONNELL, MILLER & TABIS, Three First National Plaza, Suite 2660, Chicago, Illinois 60602.

COOK COUNTY ILLINOIS
FILED FOR RECORD

1983 DEC 15 PM 2:42

William H. Olson
RECORDER OF DEEDS

26897960

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UNOFFICIAL COPY

PLAT ACT AFFIDAVIT

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

GREGORY J. MIELY, being duly sworn on oath, states that he resides at 944 Pleasant Street, Oak Park, Illinois. 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:

The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act into no more than 2 parts and not involving any new streets or easements of access.

AFFIDANT 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.

Gregory Mielly

SUBSCRIBED and SWORN TO
before me this 15th day
of December, 1963.

Kathleen Smith

Notary Public



Property of Cook County Clerk's Office

26 897 960

END OF RECORDED DOCUMENT