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68-82-712 R

① TRUSTEE'S DEED
68-82-712 R

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Sidney H. Olson
RECORDER OF DEEDS

COOK -
CO. NO. 018
1 5 6 2 6 4

982 SEP 27 PM 1:03

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26362846 The above space for recorders use only

THIS INDENTURE, made this 24th day of September, 1982, between AMALGAMATED TRUST & SAVINGS BANK, a corporation duly organized and existing under the laws of the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Illinois banking corporation in pursuance of a certain Trust Agreement, dated the 2nd day of November, 1982, and known as Trust Number 4127, party of the first part, and John G. Wells and Mary Woodward Wells, husband and wife, 300 North State, Chicago, Illinois 60610

of Chicago, Illinois, parties of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of Ten and 00/100 Dollars, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said parties of the second part, not in tenancy in common, but in joint tenancy, the following described real estate, situated in Cook County, Illinois, to-wit:

Unit No. 84, in Carl Sandburg Village Condominium No. 3 as delineated on a survey of parts of certain lots in Chicago Land Clearance Commission No. 3, being a consolidation of lots and parts of lots and vacated alleys in Bronson's addition to Chicago and certain re-subdivisions, all in the North East 1/4 of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached as Exhibit 'A' to the Declaration of Condominium recorded as Document Number 25032910 together with its undivided percentage interest in the common elements. Subject to those exceptions set forth in Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto said parties of the second part, forever, not in tenancy in common, but in joint tenancy.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all trust deeds and mortgages upon said real estate, if any, recorded or registered in said county.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by one of its Vice Presidents or its Assistant Vice Presidents and attested by its Assistant Secretary, the day and year first above written.

AMALGAMATED TRUST & SAVINGS BANK
as Trustee, as aforesaid, and not personally.

12.00

By *U. Blumenthal*
Attest *Constance M. Elliott*
ASSISTANT SECRETARY

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named Assistant Vice-President and Assistant Secretary of the AMALGAMATED TRUST & SAVINGS BANK, an Illinois Banking Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such Assistant Vice-President and Assistant Secretary, respectively, appeared before me, this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said banking corporation, did affix the said corporate seal of said banking corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth.



Given under my hand and Notarial Seal this 24th day of September, 1982

Constance M. Elliott
Notary Public

My commission expires 3-29-86

DELIVER BY INSTRUCTIONS
NAME XINOS - XINOS, LKL
STREET 35 EAST WACKER DR.
CITY Suite 3000
Chicago, Ill 60601
ATTN: Constantine Xinos OR

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
84 W. Schuller Street
Chicago, Ill. 60610

Prepared by Amalgamated Trust & Savings Bank, Land Trust Dept.
100 S. State St., Chicago, Illinois 60603
By *Constance M. Elliott*
Asst. Vice Pres.

RECEIVED
DEPT. OF REVENUE
1675

COOK COUNTY
CANCEL TRANSACTION TAX
1675

DEPT. OF REVENUE
26362846
320.00

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EXHIBIT A

The attached Trustee's Deed from Amalgamated Trust and Savings Bank, as Trustee under a trust dated November 2, 1979 and known as Trust No. 4127, to John G. Wells and Mary Woodward Wells, husband and wife is subject to the following exceptions:

1. Assignment of Rents made by Amalgamated Trust & Savings Bank, a corporation of Illinois, as trustee under Trust Agreement dated November 2, 1979 and known as Trust Number 4127 to Exchange National Bank of Chicago, a national banking association, recorded January 16, 1981 as document 25738032.
2. Covenants, conditions, restrictions and agreements contained in Quit Claim Deed from City of Chicago to Sandburg Schiller, a Limited Partnership, dated August 4, 1967 and recorded October 4, 1967 as document 20281622 and as contained in Redevelopment Agreement between Chicago Land Clearance Commission and Carl Sandburg Center No. 2, dated June 27, 1962 and recorded September 13, 1962 as document 18589341, relating to the use of the land, necessity of approval by the city of any future major changes in improvements on the land and prohibition of restrictions on basis of race, religion, color or national origin in sale, lease or occupancy of the land.

(Affects the land and other property)

Note: Said instrument contains no provision for a forfeiture or reversion of title in case of breach of condition.

3. Terms, provisions and conditions contained in the redevelopment plan for slum and blighted area redevelopment, project North-LaSalle, as set forth in ordinance of the City Council of the City of Chicago, a copy of which was recorded April 26, 1962 as document 18458881 and as amended by revisions thereto recorded March 11, 1968 as document 2047303 and recorded November 19, 1968 as document 20680356.
4. Declaration of covenants, conditions, restrictions and easements, entered into on March 15, 1979 by and among the American National Bank and Trust Company of Chicago, a national banking association, as trustee under Trust Agreement dated January 1, 1979 and known as Trust Number 45574; Carl Sandburg Center, an Illinois limited partnership; Carl Sandburg South, an Illinois limited partnership; Sandburg Schiller, an Illinois limited partnership; Carl Sandburg Burton, an Illinois limited partnership; and Sandburg North, an Illinois limited partnership; which declaration was recorded on April 12, 1979 as document 24917788 and filed April 12, 1979 as document LR 3085871 and as document LR 3095449 and all of the various covenants, conditions, restrictions and easements therein contained among which are those relating to membership and voting rights in the Sandburg Village Condominium Homeowners' Association, easements of access in favor of individual dwelling units, as therein defined; rights of enjoyment and access to community facilities and community area, as defined therein; delegation of use; encroachments; utility easements, conveyance of community area and additional property as defined therein, including security facilities, vacant property,

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recreational facilities, annexation of additional property, creation of liens and personal obligations for maintenance expenses, assessments, assessment procedures, user charges, special assessments, allocation of assessments among members and payment thereof, administration and use of community area and community common elements, support easements, parking rights, rights and easements reserved to developer, miscellaneous provisions relating to mortgagees, Architectural Control Committee, and amendments to the Declaration; as amended by First Amendment dated May 6, 1979 and recorded June 22, 1979 as document 25018616 and filed June 22, 1979 as document LR 3099737, and as amended by Second Amendment dated September 1, 1979 and recorded and filed September 21, 1979 as documents 25158117 and LR 3120308, respectively, and as amended by Third Amendment dated October 1, 1979 and recorded and filed December 4, 1979 as documents 25267211 and LR 3134591, respectively.

5. Provision contained in Declaration of Covenants, conditions, restrictions and easements, recorded and filed April 12, 1979 as documents 24917793 and LR 3085871, respectively, and as amended by First Amendment dated May 6, 1979 and recorded June 22, 1979 as document 25018616 and filed June 22, 1979 as document LR 3099737, and as amended by Second Amendment dated September 1, 1979 and recorded and filed September 21, 1979 as documents 25158117 and LR 3120308, respectively, whereby each owner of a dwelling unit covenants and agrees to pay to the Sandburg Village Condominium Homeowners' Association:
 - (1) Annual assessments or charges and
 - (2) Special assessments for capital improvements:

and that the annual and special assessments, together with interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made:

With further proviso that the lien of the assessments shall be subordinate to the lien of any first mortgage placed on the property subject to the assessment.
6. (A) Terms, provisions covenants, conditions and options contained in, and the rights and easements established by, the Declaration of Condominium Ownership recorded July 3, 1979 as document 25032910, and as amended by First Amendment recorded December 28, 1979 as document 25298324.
- (B) Limitations and conditions imposed by the 'Condominium Property Act.'
7. Covenants, conditions, restrictions and agreements contained in Quit Claim Deed from City of Chicago to Carl Sandburg Center No. 2, a limited partnership, and recorded and filed June 10, 1964 as documents 19152420 and LR 2154320, respectively, and as contained in Redevelopment Agreement between Chicago Land Clearance Commission and Carl Sandburg Center No. 2, a

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limited partnership, and recorded September 13, 1962 as document 18599341 and filed June 10, 1964 as document LR 2154318, relating to use of the land, necessity of approval by city of any future major changes in improvements on the land and prohibition of restrictions on basis of race, religion, color or national origin in sale, lease or occupancy of the land.

Note: Said instrument contains no provision for a forfeiture or reversion of title in case of breach of condition.

(Affects land and other property)

8. General Taxes (R.E.) for the year 1982 and thereafter.

Property of Cook County Clerk's Office

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END OF RECORDED DOCUMENT