

RECEIVED IN BAD CONDITION

27 230 708

8/15/84 8965JR/800C

TRUSTEE'S DEED

1600

THIS INSTRUMENT, made this 21st day of August, 1984, between LA SALLE NATIONAL BANK, a national banking association, Chicago, Illinois, as trustee under the provisions of a Deed or Deeds in Trust, duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated August 31, 1971 and known as Trust Number 42916 ("Grantor"), and THOMAS J. MROZ, ("Grantee") whose address is c/o Bank of Elk Grove, 21 Randall, Elk Grove Village, Illinois.

WITNESSETH, that Grantor, in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, does hereby grant, sell and convey unto Grantee the following described real estate situated in Cook County, Illinois, to wit:

PARCEL 1:

Lot F-3 in Orland Square Planned Development Unit No. F-Three being a subdivision of a tract of land in the West 1/2 of the South West 1/4 of Section 10, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

A non-exclusive easement for the benefit of Parcel 1 above as established by and contained in Article 10, Paragraph H, Subparagraph (B) (1) of the Easement and Operating Agreement dated March 15, 1976 and recorded August 10, 1976 as Document No. 23591873, for access, ingress and egress to Parcel 1.

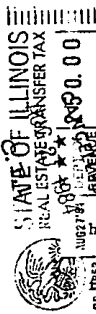
Together with the tenements and appurtenances thereunto belonging (all hereinafter called the "Premises").

TO HAVE AND TO HOLD the same unto Grantee and to the proper use and benefit forever of Grantee.

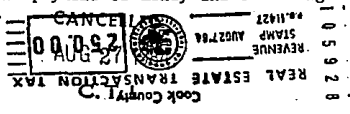
Grantor hereby reserves unto itself, its successors, transferees and assigns, a perpetual easement over, under, across upon the public utility easements created pursuant to the plat of the aforementioned Subdivision. Such easements shall be assignable by Grantor to the appropriate utility companies or the Village of Orland Park, Illinois, as the case may be. Such assignment shall be effective only by written instrument duly recorded in the office of the Recorder of Deeds of Cook County, Illinois and no right, title or interest is hereby created in favor of any of said utility companies or the Village of Orland Park unless and until such written instrument shall be recorded as aforesaid. The foregoing easements are reserved subject to the terms and conditions set forth in the plat of the aforementioned Subdivision.

This Deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said Trustee by the terms of said Deed or Deeds in Trust delivered to said Trustee in pursuance of the trust agreement above mentioned. This Deed is made subject to the lien of every Trust Deed of Mortgage (if any there be) of record in said county affecting the said real estate or any part thereof given to secure the payment of money and remaining unreleased at the date of the delivery hereof.

69-53-855 D2  
250



27 230 01 17



27 230 708

UNOFFICIAL COPY

REMOVED IN BAD CONDITION

The Premises are conveyed subject to each and every of the following terms, provisions, conditions, covenants, restrictions and reservations (collectively called "Terms"):

1. USE. For a period of 10 years from the date of recording hereof, the Premises shall be used only for the retail sale of audio and video equipment and other home electronic equipment and accessories, including but not limited to computers for home and small business use and for installation of car stereo equipment, but only if performed within the building to be erected on the Premises, all under the tradename "Pacific Stereo" and for no other purpose without the prior written consent of the Seller, which consent shall not be unreasonably withheld.

2. RIGHT OF FIRST REFUSAL. Grantor beneficiary has heretofore reserved unto itself a right of first refusal over any sale of the Premises as more particularly set forth in the Real Estate Sale and Purchase Agreement between Urban Investment and Development Co. and Walter Bratkiv and Julian Kulas dated June 7, 1984. In no event shall said right of first refusal extend beyond the completion of improvements to the Premises and the commencement of business thereon or 5 years from the date of recording hereof, whichever shall first occur.

3. IMPROVEMENTS TO THE PREMISES.

A. Prior to construction, reconstruction, replacement or modification of any building or other improvements on the Premises, Grantor shall deliver to Grantor's designated representative, which shall be Urban Investment and Development Co. until further notice from Grantor to Grantee ("Grantor's Designated Representative"), 3 complete sets of schematic plans showing, among other things, location of all buildings, parking facilities and areas, and other improvements intended for the Premises, including the means of ingress and egress, curb cuts, traffic flow, proposed signage and specifications herefor, parking ratio, area for shielded trash containers, setback lines, building height and building area, schematic architectural and engineering plans, grading and drainage plans, proposed utility connections, conceptual landscaping drawings and floor plans, which plans, drawings, and specifications shall show among other things, elevations, rooftop screenings, aesthetic treatment of exterior surfaces, including exterior architectural design and decor, and other like pertinent data and outline specifications for the buildings and other facilities and improvements intended to be placed on or within the Premises, all of which are hereinafter called "Schematic Plans and Specifications." Within 15 business days after the submission of Schematic Plans and Specifications as aforesaid, Grantor's Designated Representative shall notify Grantee whether the Schematic Plans and Specifications are approved or disapproved. In no event will Schematic Plans and Specifications be approved which do not provide for underground installation of all utilities. Any disapproval of any part or portion of the Schematic Plans and Specifications shall generally set forth the reason or reasons for such disapproval. If Grantor's Designated Representative shall disapprove of any part or portion of the Schematic Plans and Specifications as above provided, Grantee shall revise its Schematic Plans and Specifications to incorporate such changes as may be requested to secure Grantor's Designated Representative's approval and shall deliver 3 completed sets of revised Schematic Plans and Specifications to Grantor's Designated Representative. Grantor's Designated Representative's approval of submitted

27 230 708

REMOVED IN BAD CONDITION

Property of Clerk of Circuit Court

Schematic Plans and Specifications shall be evidenced by its initialing of 1 copy thereof and returning same to Grantee.

B. To the extent that any subsequent changes are made by Grantee in any approved Schematic Plans and Specifications, such changes shall be subject to the provisions of this Paragraph 3, and Grantee shall secure the approval of Grantor's Designated Representative in the manner herein provided.

C. No sign of any type or nature shall be permitted on the Premises unless such signs have been first approved by Grantor's Designated Representative either separately or as part of approved Schematic Plans and Specifications. No temporary signs, flags, banners or streamers shall be permitted on the Premises.

D. Prior to the actual commencement of construction, reconstruction, replacement or modification of any building or other improvement within or upon the Premises, but after approval of Schematic Plans and Specifications as above provided, Grantee shall deliver to Grantor's Designated Representative, 3 complete sets of building, site work and landscape construction documents for any such work over which Grantor's Designated Representative shall have a right of approval in the same manner as provided for its approval of Schematic Plans and Specifications. The purpose of such approval shall be to determine the conformity of said construction documents to approved Schematic Plans and Specifications and Grantor agrees to approve all construction documents which substantially comply with previously approved Schematic Plans and Specifications.

4. MAINTENANCE OF PREMISES.

A. Grantee agrees that it shall maintain or cause to be maintained the Premises and all improvements located thereon, including the exterior of any building or buildings, pedestrian walks, parking lots and landscaped areas, in a clean, sightly and safe condition consistent with and similar to the Orland Square Shopping Center in Orland Park, Illinois, and further, that it will at all times and from time to time cause the prompt removal of all papers, debris, refuse, snow and ice and sweeping of paved areas within the Premises when and as required in order that the Premises be maintained as above provided. Unless otherwise approved by Grantor, all storage areas on the Premises shall be enclosed and the exterior display or storage of merchandise is prohibited. No parking or storage of automobiles, trailers or similar equipment shall be permitted on the Premises (i) for a period in excess of 24 hours or (ii) in driveways, roadways or other paved surfaces not marked for parking purposes. In the event of damage or destruction to any improvements upon the Premises by reason of fire or other casualty, Grantee shall thereafter either promptly restore such improvements to the condition existing prior to such damage or destruction or, in the alternative, raze and remove such improvements and landscape the Premises in a sightly manner.

B. In the event Grantee shall fail or refuse to maintain the Premises as above provided, then Grantor's Designated Representative after 3 days written notice to Grantee specifying the manner in which Grantee has failed to maintain the Premises as above provided, and provided such failures have not been corrected within such 3 day period, or if such correction by its nature requires additional time, has not commenced correction, may enter upon the

27 230 708

REMOVED IN BAD CONDITION

Property

Premises and perform the maintenance set forth in said notice and neither Grantor nor Grantor's Designated Representative by reason of its doing so, shall be liable or responsible to Grantee for any losses or damages thereby sustained by Grantee or any occupants of the Premises or of anyone claiming by or under either an occupant or Grantee. The cost of such maintenance shall be paid by Grantee within 10 days of the date of rendering of a written statement from Grantor. Such statement shall specify the details of the maintenance performed and the costs thereof. Such costs shall be a lien on the Premises which may be enforced according to law.

5. VACANT BUILDINGS.

In the event any buildings on the Premises are under construction for a period of more than 12 months and Grantee is not proceeding to complete construction with due diligence, or, in the event such buildings have been constructed and are vacant and unoccupied for a period of more than 6 months, Grantee, upon written demand from Grantor, shall raze and remove such buildings from the Premises and shall landscape the Premises in a sightly manner. Grantor agrees that if required for the purposes of placing a bona fide first mortgage from time to time upon the Premises, the proceeds of which are to be used for the construction of improvements which are in compliance with the terms hereof, it will execute such documents as may be necessary to subordinate the provisions of this Paragraph to the lien of the first mortgage so that the lien of the first mortgage will be superior to this Paragraph.

6. REPAIR AND MAINTENANCE OF RING ROAD.

Commencing with the date hereof, Grantee shall pay a pro-rata share of all costs and expenses for the repair, maintenance, operation and reconstruction of the Orland Square Shopping Center Ring Road, including but not limited to cleaning and snow removal, which pro-rata share is determined to be one and two tenths percent (1.2%). Such expenses shall be paid within thirty (30) days after written demand from Grantor, its agents or any other party having the responsibility for the repair and maintenance of said Ring Road, and shall be a lien on the Premises which may be enforced according to law. In no event shall the annual obligation of the Grantee, its successors and assigns, as the owner or owners of the Premises under this Paragraph 7 exceed the amount determined by multiplying sum of Six Hundred and 00/100 Dollars (\$600.00) times a fraction, the numerator of which shall be the F. W. Dodge Historical Local Building Cost Index (general index, Chicago area) or any successor like index (the "Index") for September of the year for which such costs are being determined and the denominator of which shall be the Index for September, 1975. Such annual amount shall be non-cumulative.

7. BENEFITS UNDER ANNEXATION AGREEMENT.

Grantor expressly retains all benefits, including the right to receive any cash payments from governmental bodies and all rights, including certain rights of election with respect to water, roads and sewers, under that certain Annexation Agreement dated November 7, 1971 by and between the Village of Orland Park, Illinois, and other parties therein named, as amended, (the "Annexation Agreement").

27 230 708

RECEIVED IN BAD CONDITION

Property of Clerk's Office

8. POWER OF ATTORNEY.

Grantee hereby irrevocably appoints on behalf of itself, its grantees, successors and assigns, for the term of the Annexation Agreement, Urban Investment and Development Co. and its successors, assigns or designees, as its true and lawful attorney-in-fact and agent to execute and deliver (i) such amendments to the Annexation Agreement said attorney-in-fact, in its sole discretion, may from time to time deem necessary for the continuing development of the Orland Square Planned Development; (ii) any and all documents relating to legal proceedings which said attorney-in-fact may from time to time deem necessary to maintain the Premises as territory annexed to the Village of Orland Park under the Annexation Agreement or any amendments thereto; (iii) to enforce the Annexation Agreement and any amendments thereto; and (iv) any and all documents relating to legal proceedings which said attorney-in-fact, in its sole discretion, may from time to time deem necessary in order to include the Premises as part of, to annex the Premises to, or to disconnect the Premises from any sanitary district, drainage district, park district, special taxing district, or any other unit of local government; provided that none of the foregoing actions may impose any greater financial or other obligation upon Grantee or upon the Premises than is imposed on similar sites within the Orland Square Planned Development.

9. ACCEPTANCE OF DEED.

Grantee (or Grantee's immediate transferee if Grantee is acting solely as a straw-person having no actual interest in the Premises) by accepting delivery of this Deed agrees to all the Terms and to all obligations by it to be performed hereunder. The Terms shall constitute covenants running with the land and bind every subsequent owner of all or a portion of the Premises.

10. TERM.

The Terms shall continue for so long as at least two major department stores (excluding department stores inside the mall area) shall be operated within the area commonly known as the Orland Square Shopping Center, Orland Park, Illinois; provided, however, if any of the covenants, conditions, restrictions, easements, liens, charges, privileges, or rights created by this Deed would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the last of the now living lawful descendants of Charles Percy, United States Senator.

11. MISCELLANEOUS.

A. No delay or omission in exercising any right accruing under the provisions of this Deed shall impair any such right or be construed to be a waiver thereof. A waiver of any of the covenants, conditions or agreements hereof shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, conditions or agreement herein contained.

B. All rights, privileges and remedies afforded by this Deed shall be deemed cumulative, and the exercise of any one of such remedies shall not be

27 230 708

UNOFFICIAL COPY

RECEIVED IN BAD CONDITION

deemed to be a waiver of any other right, remedy or privilege provided for herein.

C. If any term, provision or condition contained in this Deed shall, to any extent, be invalid or unenforceable, the remainder of this Deed (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Deed shall be valid and enforceable to the fullest extent possible permitted by law, and the parties shall to the fullest extent possible modify such invalid or unenforceable term, provision or condition to the extent required to carry out the general intention of this Deed and to impart validity to such term, provision or condition.

D. The captions of the sections of this Deed are for convenience only and shall not be considered nor referred to in resolving questions of interpretation or construction.

E. All notices, waivers, statements, demands, approvals or other communications (all of the same being referred to herein as "Notices") to be given under or pursuant to this Deed shall be in writing, addressed to the parties at their respective addresses as provided below, and will be delivered by certified or registered mail, postage prepaid.

The addresses of the parties to which such notices are to be sent and the persons to whose attention said Notices are to be addressed will be those as provided herein, and until further notice, are as follows:

If to Grantor:

URBAN INVESTMENT AND DEVELOPMENT CO.  
333 West Wacker Drive  
Suite 2100  
Chicago, Illinois 60606-1265

Attn: Mr. Oscar Reid  
Executive Vice President

With a copy to:

URBAN INVESTMENT AND DEVELOPMENT CO.  
333 West Wacker Drive  
Suite 2100  
Chicago, Illinois 60606-1265

Attn: Law Department

27 230 708

UNOFFICIAL COPY

RECEIVED IN BAD CONDITION

If to Grantee:

c/o REM Builders, Inc.  
2901 Finley Road  
Downers Grove, Illinois 60515

With a copy to:

Julian E. Kulas  
2329 West Chicago Avenue  
Chicago, Illinois 60622

F. In the event that either party hereto shall institute any action or proceeding against the other relating to the provisions of this Deed, the unsuccessful party shall reimburse the other party for the reasonable expenses of attorneys' fees and disbursements incurred therein.

G. Grantee agrees to join, maintain membership in, and pay reasonable dues to any merchant's or businessmen's association which may be formed to promote the general interests of businesses in the general area within which the Premises is located.

H. This Deed is executed by LA SALLE NATIONAL BANK, not individually but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiary or beneficiaries under a certain Trust Agreement known as Trust No. 42916 with LA SALLE NATIONAL BANK. It is expressly understood and agreed that nothing herein contained shall be construed as creating any liability whatsoever, expressed or implied, against said Trustee personally, and in particular, without limiting the generality of the foregoing, said Trustee shall have no personal liability to pay any indebtedness accruing under this Deed, either expressed or implied, herein contained, and that all personal liability of said LA SALLE NATIONAL BANK of any sort is hereby expressly waived by the Grantor, and by every person now and hereinafter claiming any right or security hereunder, and that so far as said LA SALLE NATIONAL BANK, in concerned, the owner of any indebtedness or liability accruing shall look solely to the property owned by the Trustee for the satisfaction of any such indebtedness or liability; further, that no duty shall rest upon LA SALLE NATIONAL BANK, either personally or as such Trustee, to sequester trust assets, rentals, avails, or proceeds or any kind, or otherwise to see to the fulfillment or discharge of any obligation, expressed or implied, whether asserted as contract, tort liability or otherwise, arising under the terms of this Deed, except wheresaid Trustee is acting pursuant to direction as provided by the terms of said Trust, and after the Trustee has first been supplied with funds required for the purpose.

27 230 708

UNOFFICIAL COPY

RECEIVED IN BAD CONDITION

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 to by its Assistant Secretary, the day and year first above written.

ATTEST: [Signature]  
Its Assistant Secretary

LA SALLE NATIONAL BANK, as  
Trustee aforesaid  
BY: [Signature]  
Its ASST VICE PRESIDENT

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 22nd day of August, 1984 by JAMES A. CLARK, ASST. VICE President and MARIO V. GOTANCO, Assistant Secretary Secretary of LA SALLE NATIONAL BANK, a national banking association, on behalf of said bank.

[Signature]  
Notary Public

My Commission Expires:

6-19-88  
maltoardi

This instrument was prepared by:

Jeffrey E. Rochman  
Urban Investment and Development Co.  
333 West Wacker Drive  
Suite 2100  
Chicago, Illinois 60606-1265

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
1984 AUG 27 PM 3 16

27230708

27 230 708

END OF RECORDED DOCUMENT