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SPECIAL WARRANTY DEED IN TRUST

Pc. Chiq North & Northwest  
T.S.S. 114  
T.P. 5466-1

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The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor Commonwealth Edison Company, (sometimes hereafter One First National Plaza, Box 767, Chicago, Illinois 60690 called "Seller") 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 for and in consideration of Ten and No/100 (\$10.00) ----- DOLLARS,

Does remise, release, alien and

in hand paid, and pursuant to authority given by the Board of Directors of said corporation, Conveys and warrants unto the CHICAGO TITLE AND TRUST COMPANY a corporation of Illinois, as Trustee under the provisions of a trust agreement dated July 16, 1985, known as Exchange Trust No. 6774 the following described real estate in the County of Cook, and State of Illinois, to-wit:

See Legal Description and other matters typed on 4 pages which are attached hereto and made a part hereof.

Cook County		Cook County	
REAL ESTATE TRANSACTION TAX	REAL ESTATE TRANSACTION TAX	REVENUE STAMP	REVENUE STAMP
REVENUE STAMP OCT 28 1985 \$999.00	REVENUE STAMP OCT 28 1985 \$571.00		

This instrument prepared by G.A. Wickstrom P.O. Box 767, Chicago, Illinois 60690

15700.00

69-52-951 DR + 7009719 2200000

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof to dedicate parks, streets, highways or lands and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title estate powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property or any part thereof, to lease said property or any part thereof, from time to time, in possession or reversion, by leases to commence in present or future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and to renew, extend and to purchase the whole or any part of the reversion and to contract respecting the manner of doing the same, to present or future, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or encumbering all or part of said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for all other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter. In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or to be bound by the terms of this trust if they have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged to contribute into any of the terms of said trust agreement, and every deed, trust deed, mortgage and other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such mortgage, lease or other instrument, as that at the time of the delivery thereof the trust created in this indenture and by said trust agreement was in full force and effect, so that such mortgage or other instrument was executed in accordance with the trust conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, so that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, state, rights, powers, authorities, duties and obligations of its, his or their predecessor or predecessors in trust. The interest of each and every beneficiary hereunder and of all persons claiming under this trust shall be only in the earnings, dividends and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, dividends and proceeds thereof as aforesaid. If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof or memorial, the words "in trust", or upon condition, or with limitations, or words of similar import, in accordance with the statute in such case made and provided.

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 Vice President, and attested by its Assistant Secretary, this 17th day of OCTOBER 1985

IMPRESS CORPORATE SEAL HERE

By: [Signature] Vice President  
Attest: [Signature] Assistant Secretary

COMMONWEALTH EDISON COMPANY (Name of Corporation)

State of Illinois, County of COOK ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that P. B. KAVANAGH personally known to me to be the Vice President of the Commonwealth Edison Company corporation, and R. J. MARTIN personally known to me to be the Assistant 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 Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, 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.

IMPRESS NOTARIAL SEAL HERE

Given under my hand and official seal, this 17th day of OCTOBER 1985  
Commission expires

BOX 333 - HV

[Signature] Notary Public

COOK CO. NO. 016

266574

STATE OF ILLINOIS REAL ESTATE TRANSFER TAX DEPT OF REVENUE 999.00

STATE OF ILLINOIS REAL ESTATE TRANSFER TAX DEPT OF REVENUE 571.00

Chicago Title and Trust Co. Box 533

SE corner of Addison & Sacramento Sacramento & Addison Chicago

MAIL TO: FIRST AMERICAN REALTY 123 W. WINDSOR CHICAGO, ILL 60604

For information only insert street address of above described property P.N. 3-24-305-0-0000

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Attached to and made a part of the Special Warranty Deed in Trust, dated *October 17*, 1985, between Commonwealth Edison Company and Chicago Title and Trust Company as Trustee of Trust known as Exchange Trust No. 67743.

## Legal Description

Blocks 3 and 4, (except the South 33 feet thereof) in Bickerdike Manor Subdivision of that part of the Southwest Quarter of Section 24, Township 40 North, Range 13 East of the Third Principal Meridian, North of West Roscoe Street and East of Joseph Bickerdike's Third Subdivision and of Elston Avenue as shown by plat recorded July 5, 1905, in Book 90 of Plats, at Page 11, situated in Cook County, Illinois.

Subject to: *13*

- (a) Taxes for the year 1985 and subsequent years;
- (b) Rights of the public, the State of Illinois and the municipality in and to that part of the land, if any, taken or used for road purposes.

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## Reservation of Easement

Seller excepts from said conveyance and reserves unto itself, its successors and assigns, the perpetual right, easement and authority to construct, re-construct, install, operate, use, inspect, test, protect, alter, maintain, repair, replace, relocate, rebuild, renew and remove: (a) poles, crossarms, wires, cables, conduit, manholes, vaults and other overhead and underground equipment, or both, for the transmission and distribution of electric energy in, upon, under, over, across and along that part of the Premises taken, used or dedicated for Addison Street and Sacramento Avenue lying along the North and West sides thereof; (b) poles, wires, cables, conduit, pipes, direct burial cable, manholes, vaults, transformers, switching gear, pedestals, and other underground and aboveground equipment and facilities in, upon, under, over, across and along the Premises as and where necessary or convenient to provide electric service to the shopping center when built, it being understood, however,

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Property of Cook County Clerk's Office

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that service to the shopping center will be what is normally considered as "Underground" if requested and paid for by Purchaser; and (c) wires, cables, conduit, pipes, manholes, vaults, oil-filled cooling pipes and other underground equipment in, under, across and along the following described portions of the Premises, captioned EASEMENT "A" and EASEMENT "B".

## EASEMENT "A"

An easement, generally 15 feet in width, in Blocks 3 and 4 in Bickerdike Manor Subdivision of part of the Southwest Quarter of Section 24, Township 40 North, Range 13, East of the Third Principal Meridian, bounded and described as follows:

Commencing at the Southeast corner of said Block 3; thence North 0 degrees 10 minutes 31 seconds West, along the East line of said Block 3, a distance of 614.57 feet to the point of beginning of said easement, said point being 40 feet south of the south line of Addison Street being 66 feet in width; thence North 89 degrees 09 minutes 46 seconds West, parallel with the south line of Addison Street, 15 feet; thence North 0 degrees 10 minutes 31 seconds West, parallel to the east line of said Lot 3, a distance of 28.50 feet; thence North 89 degrees 09 minutes 46 seconds West, parallel to the south line of Addison Street, 566.18 feet to a point of curve; thence Southwest along said curve, having a radius of 92.50 feet, concave to the southeast, an arc distance 51.17 feet to a point on the east line of Sacramento Avenue being 66 feet in width; thence North 0 degrees 12 minutes 50 seconds West, along said east line of Sacramento Avenue, 25.30 feet to the south line of Addison Street; thence South 89 degrees 09 minutes 46 seconds East, along said south line of Addison Street, 630.05 feet to a point on the east line of said Block 3; thence South 0 degrees 10 minutes 31 seconds East, along said east line of Block 3, a distance of 40 feet to the point of beginning. Situated in the City of Chicago, County of Cook, State of Illinois.

## EASEMENT "B"

An easement, 15 feet in width, in Blocks 3 and 4 in Bickerdike Manor Subdivision of part of the Southwest Quarter of Section 24, Township 40 North, Range 13, East of the Third Principal Meridian bounded and described as follows:

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Commencing at the Southeast corner of said Block 3; thence North 0 degrees 10 minutes 31 seconds West, along the east line of said Block 3, a distance of 112.34 feet to the point of beginning of said easement; thence North 90 degrees West 194.10 feet to a point of curve; thence Southwest along said curve having a radius of 392.50 feet, concave to the Southeast, an arc distance of 199.86 feet to a point of reverse curve; thence Southwest along said curve having a radius of 407.50 feet, concave to the Northwest, an arc distance of 54.18 feet to a point on a line 33 feet North of the South line of said Block 4; thence North 89 degrees 09 minutes 46 seconds West, along said line, 33 feet north of the south line of said Block 4, a distance of 45.22 feet to a point on a curved line; thence Northeast along said curved line, having a radius of 392.50 feet, concave to the Northwest, an arc distance of 94.08 feet to a point of reverse curve; thence Northeast along said curve having a radius of 407.50 feet, concave to the Southeast, an arc distance of 207.49 feet to a point of tangency; thence North 90 degrees East 194.06 feet to a point on the east line of said Block 3; thence South 0 degrees 10 minutes 31 seconds East, along the east line of said Block 3, a distance of 15 feet to the point of beginning. Situated in the City of Chicago, County of Cook, State of Illinois.

Seller further excepts from said conveyance and reserves unto itself, its successors and assigns, the right of access to the Premises and the aforementioned facilities at all times for any and all purposes listed above, and also the right to trim or cut down from time to time without liability such trees, bushes, shrubs and saplings (including such roots that extend into the easement areas) which interfere or threaten to interfere with any of the rights reserved hereunder.

## Restrictive Covenant

The following terms, conditions and restriction apply to the aforementioned EASEMENT "A" and EASEMENT "B" strips of land ("strips"):

1. No buildings, structures or trees may be located in or on said strips which must remain accessible at all times.
2. Any change in the surface elevation of said strips must be approved by Seller in writing.
3. Said strips may be covered with bituminous pavement, sidewalks, grass, shrubs, bushes and flowers. However, in the event Seller has occasion to excavate for any reason, its responsibility for restoration shall be limited only to replacing the pavement, curbs, sidewalks and seeding a lawn.

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4. Seller shall, in non-emergency situations (and in emergencies when possible) exercise its rights to excavate or disturb the surface at such time and manner as to minimize any inconvenience to Purchaser.

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Permanent Real Estate Index Number

13-24-305-016-0000

Address of Property

Southeast Corner of North Sacramento Avenue  
and Addison Street  
Chicago, Illinois

Together with all and singular the hereditaments and appurtenances thereunto 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 said 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 Trustee and its assigns forever.

And the said Grantor, for itself, and its successors, does covenant, promise and agree, to and with the said Grantee and its 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 encumbered 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.