

UNOFFICIAL COPY

COOK CO. NO. 018

Geo. E. Cole & Co. Chicago LEGAL BLANKS No. 804

86203441

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WARRANTY DEED—Statutory (CORPORATION TO INDIVIDUAL)

21 APR 2 56

86203441

STATE OF ILLINOIS REAL ESTATE TRANSFER TAX DEPT. OF REVENUE 11.00

Approved By Chicago Title and Trust Co. (Chicago Real Estate Board)

(The Above Space For Recorder's Use Only)

THE GRANTOR — A.F. TRUCKING COMPANY

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 the sum of TEN AND NO/100 (\$10.00) DOLLARS,

in hand paid, and pursuant to authority given by the Board of Directors of said corporation CONVEYS and WARRANTS unto JOHN P. KIRBY

of the City of Chicago in the County of Cook and State of Illinois the following described Real Estate situated in the County of Cook and State of Illinois, to wit:

11.00

70 41 936 D1

Lots 74 and 75 in Duncan's Resubdivision of Block 7 of Taylor and Kreigh's Subdivision of the East 1/2 of the North West 1/4 of Section 4, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. Subject to: covenants, conditions and restrictions of record; private, public and utility easements and roads and highways, if any; special taxes or assessments for improvements not yet completed; installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; general taxes for the years 1985 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year 1985; matters which would be disclosed by an accurate survey; encroachments of improvements on property to the East; parking restrictions as set forth in Exhibit A attached hereto and made part hereof. The foregoing property does not constitute the Homestead of Grantor or Grantee. Property address 2 vacant lots West of and adjoining 550 West 43rd Street, Chicago, Illinois.

PTN: 20-04-129-026 and 027 - 60775 10774 TP

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 Assistant Secretary, this 22nd day of April, 1986, A.F. TRUCKING COMPANY

IMPRESS SEAL HERE

Ann Feldman PRESIDENT Patricia S. Newman ASST. SECRETARY

State of Illinois, County of Cook, I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that ANN FELDMAN personally known to me to be the President of the

corporation, and PATRICIA NEWMAN personally known to me to be the Asst. 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 Asst. Secretary, they signed and delivered the said instrument as President and Asst. 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 SEAL HERE

Given under my hand and official seal, this 22nd day of April 1986

My commission expires Oct. 27, 1986 Ashley S. Morrow NOTARY PUBLIC

ADDRESS OF PROPERTY:

Two vacant lots West of and adjoining 550 West 43rd Street, Chicago, Illinois

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

NAME JOHN P. KIRBY ADDRESS 550 W. 43rd STREET CITY AND STATE CHGO. IL 60609

MAIL TO:

OR RECORDER'S OFFICE BOX NO

BOX 553 - III

APPLY DIRECTLY TO REVENUE DEPARTMENT HERE REAL ESTATE TRANSACTION TAX DEPT. OF REVENUE STAMP MAR 21 1986 11.00

DOCUMENT NUMBER 86203441

CITY OF CHICAGO REAL ESTATE TRANSACTION TAX DEPT. OF REVENUE MAR 21 1986 11.00

UNOFFICIAL COPY

Warranty Deed

CORPORATION TO INDIVIDUAL

TO

COMMERCIAL DOCUMENT

Property of Cook County Clerk's Office

EXHIBIT A
UNOFFICIAL COPY

This conveyance is conditioned upon and is made upon the specific acceptance by the Grantee (which shall be conclusively established by Grantee's acceptance and recording of this Deed) of the following restriction set forth in subparagraph (a) and of each covenant, condition and agreement set forth in subparagraphs (b) to (e) inclusive:

(a) Grantee, for himself, his heirs, successors and assigns, covenants and agrees that the property being conveyed hereby (hereafter "the Property") shall not be used, nor shall Grantee, or his heirs, successors or assigns suffer or permit the Property to be used, for parking or storage of motor vehicles on a fee basis or for which a charge is or may be made, but notwithstanding the foregoing, motor vehicles limited to those owned or used by the owner or owners, operators and customers of the retail establishment now located immediately to the East of and abutting the Property may be parked on the Property for the convenience of said persons so long as and provided no fee or charge therefor is payable with respect to said motor vehicles and provided further that the same complies with all applicable ordinances and regulations.

(b) Each and every restriction, covenant, condition and agreement set forth herein shall operate as a covenant running with the land for the benefit of any and all persons who now may own, or who may hereafter own property adjacent and contiguous to the Property, and such persons are specifically given the right to enforce each restriction, covenant, condition and agreement herein through any proceedings, at law or in equity, against Grantee, his heirs, successors and assigns or any person or persons violating or threatening to violate said restrictions, covenants, conditions and agreements and to recover any damages suffered by them from any violation thereof.

(c) It is agreed by the Grantee that each restriction, covenant, condition and agreement hereof shall, as between the parties hereto, and their respective heirs, successors and assigns, be deemed to be and construed as express conditions subsequent, on each of which this conveyance is made. If Grantee or his heirs, successors or assigns shall neglect or fail to perform and to comply strictly with each restriction, covenant, condition and agreement herein contained, it shall be lawful for the said Grantor, and its successors and assigns, at any time thereafter, without notice, to immediately reenter the Property as in its first and former estate, and thereupon the title to the whole of the Property shall immediately and without the necessity of any further action on the part of Grantor, or its successors or assigns, revert to and revest in Grantor, its successors and assigns, and Grantee, his heirs, successors and assigns shall lose and forfeit all of his or their rights, title and interest in and to the whole of the Property and to the improvements and fixtures, if any, thereon.

(d) Each restriction, covenant, condition and agreement contained herein shall be deemed and construed to be continuing, and the waiver or extinguishment of any right of reentry or reversion for any breach shall not impair or affect any such restriction, covenant, condition or agreement, so far as any future or other breach is concerned. It is understood and agreed by and between the parties hereto that no waiver of a breach of any restriction, covenant, condition or agreement herein contained shall be construed to be a waiver of any other breach of the same, or of any other restriction, covenant, condition or agreement; nor shall failure to enforce any of them, either by reentry, forfeiture or otherwise, be construed as a waiver of any other restriction, covenant, condition or agreement.

(e) Grantee, his heirs, successors and assigns, shall be responsible for the payment of and shall pay to Grantor, its successors and assigns, any and all costs and expenses, including court costs and reasonable attorneys fees, which may be paid or incurred by Grantor, its successors or assigns, in enforcing the terms hereof, including attorneys fees incurred in obtaining legal advice or in consulting with counsel in the absence of litigation.

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