IN TRUST

1987 JAN -5 PH 12: 24

87003472

	THE ABOVE	SPACE FOR	RECORDER'S U	SE ONLY	
TITLE AND TRUST COMPANY, aduly recorded and delivered to said or day of December	19 78 and known as	i uust agreement Toist Number	e provisions of a dec dated the 19t 1073466	•	May by
party of the first part, and America of Trust No. 100842-00 d WITNESSETH, That said party of th	ated December 12 Ch e first part, in considerat	1986 30 Icago, II 6	None as alleast	of the second part.	The X
Ten and No/100 (\$10,00) and other good and valuable consider		es hereby conve	v and quitelaim unt	DOLLARS,	K X
second part, the following described a County, Illinois, to-wit:		Cook		y Sydria Beta 	Jam.
See Exhloit A attache	d hereto and mad	le a part th	ereof.	en e	25
Subject to: Peservati Restrictions, and Res	ervations to be	attached to	Deed. the		transf
Permanent Index #12-04-4	02-054, 055, 056	en en Sind Hall	e e e e e e e e e e e e e e e e e e e	74	
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ogether with the tenements and appurtenances the HAYE AND TO HOLD the same unto eald pairs.		he proper use, benefi	and behoof forever of sa	id party of the second	
THIS CONVEYANCE IS MADI VEY DIRECTLY TO THE TRU CONFERRED UPON SAID TR AND INCORPORATED HEREI	ST GRANTEE NAME D UST GRANTEE ARE R	HEREIN. THE	POWERS AND AU	THORITY	100
This deed is executed pursuant to and in the exerci in trust delivered to said trustee in pursuance of to nortigage (if any there be) of record in said county N WITNESS WHEREOF, said party of the first	he trust agreement above men given to secure the payment of	tioned. This direct is a money, and remained	made subject to the lien of g unreleased at the date of	f every trust deed or f the delivery hereof.	870
resents by its Assistant Vice President and attest	ed by its Assistant Secretary, th	e day and year first a	t ove w.firen.		000
CHIC.	Honica San	st company. devs		tid,	87003472
file of California and Attest		1/		Assistant Secretary	لـــ دع
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STATE OF ILLINOIS. ) SS. 1, the undersign	ed, a Notary Public in and for t stant Vice President and Assi	he County and State a	foresaid, DO HEREBY C	CERTIFY, that the	1
PANY, Grantor, prinstrument as such person and acknow as the free and vol Secretary then and Company, caused it	irsonally known to me to be the Assistant Vice President and a ledged that they signed and del untary act of said Company for there acknowledged that said he corporate seal of said Comp	he same persons who Assistant Secretary in Ivered the said Instrui I the uses and purpor Assistant Secretary, any to be affixed to a	ose names are subscribed spectively, appeared before the subscriber own free and es therein set forth; and as custodian of the corp aid instrument as said As:	to the foregoing one me this day in voluntary act and the said Assistant orate seal of said training search seal of said training search searc	Decument
forth.	tary act and as the free and vol	,	AY COMMISSION EX	·	
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		7 FOR IN	PORMATION ONLY		-

NAME STREET CITY OR INSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER RECORDER'S OFFICE BOA 11-01-11 Tenancy (エロ)

INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
Vacant 9700 W. BRYN MAWR ROSEMONT

THIS INSTRUMENT WAS PREPARED BY:

Thomas V. Szymczyk 111 West Washington Street Chicago, Illinois 80802

HU.

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 alleys and to vacate any subdivision or part thereof, and to resubdivide said p.o. way 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 successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mongage, 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 praesenti 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 195 years, and to renew or extend leases upon any tarms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at the times or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future legials, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easer ents or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to sal , pre nises or any part thereof, and to deal with said property and every part thereof in all other ways and for such 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 vav a above specified, at any time or times hereafter.

In no case shall any party dealing with said true et 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 advarted in said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire it to the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said true (a) recement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real exists shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease of the trust created by this indenture and by said trust agreement way is full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunies, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) 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, estate, rights, powers, authorized, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real caute, 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, avails and proceeds thereof as a fore said.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby discussed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust", or "upor condition", or "with limitations", or words of similar import, in accordance with the statute in such case made and provided

8 7 QMQ 636241/3473T

### EXHIBIT "A" (LOT 2 EXCEPT POND PARCEL)

LOT 2 IN BRYN MAWR AVENUE SUBDIVISION, BEING A SUBDIVISION OF THE SE MERIDI
POINT IN
THE MOST NON
OF LOT 2, AFORE
D LOT 2 IN COOK C.

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HBO My SOUTH EAST QUARTER OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT THAT PART THEREOF LYING WEST OF A LINE DRAWN FROM A POINT IN THE NORTH LINE OF LOT 2, AFORESAID, 24.41 FEET EAST OF THE MOST NORTH WESTERLY CORNER THEREOF TO A POINT IN THE SOUTH LINE OF LOT 2, AFORESAID, 174 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 2 IN COOK COUNTY, ILLINOIS.

THE POLLWING ARE INCOMPORATED BY REFERENCE INTO THE DEED TO WHICH THIS RESERVATION AND DECLARATION IS ATTACHED

RESERVATION AND DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS ATTACHED TO AND MADE A PART OF TRUSTEE'S DEED(S) TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, NOT PERSONALLY OR INDIVIDUALLY, BUT AS TRUSTEE UNDER THE PROVISIONS OF A DEED OR DEEDS IN TRUST DULY RECORDED AND DELIVERED TO SAID BANK IN PURSUANCE OF TRUST AGREEMENTS DATED DECEMBER 12, 1986, AND KNOWN AS TRUST NUMBERS 100841-01, 100842-00 AND 100946-05

This Reservation and Declaration is made as of this 29th day of December 1986 by LASALLE NATIONAL BANK, not personally but solely as Trustee under Trust Agreement dated January 26, 1980 and known as Trust No. 102351 and as Trustee under Trust Agreement dated March 21, 1982 and known as Trust No. 104820 and CHICAGO TITLE AND TRUST COMPANY, not personally but solely as Trustee under Trust Agreement dated May 6, 1969 and known as Trust No. 53643 and as Trustee under Trust Agreements dated December 19, 1978 and known as Trust Nos. 1073465, 1073466 and 1073467 (collectively, "Owner").

#### WITNESSET

- A. Owner is the legal owner of the real estate (the "Real Estate") described in the Trustee's Deed(s) to which this Reservation and Declaration is attached, which Real Estate is more fully described on Schedule 1 hereto. Owner hereby incorporates this document in such Trustee's Deed(s) and makes the same a part thereof.
- B. Owner desires to subject the Real Estate to certain covenants, conditions, restrictions and reservations prior to conveyance of the Real Estate pursuant to the Trustee's Deed(s) to which this document is attached, all as more fully hereinafter set forth.

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THEREFORE, the following covenants, conditions, restrictions and reservations hereby are reserved, declared and imposed on the Real Estate and each portion thereof and shall be considered as running with the Real Estate and binding upon the respective owners, occupants, lessees, mortgagees and users of the Real Estate (and all improvements thereto) from time to time, and all others who at any time own or hold any interest therein, and their respective heirs, executors, administrators, successors and assigns:

- 1. No building or structure now or at any time in the future existing on the Real Estate, or any part or portion thereof, shall be used or occupied, in whole or in part, as a hotel, motel or facility for the lodging of transient guests.
- the Trustee's Deed(s) to which this document is attached conveying the Real Estate, accepts title thereto upon and subject to each and all of the covenants, conditions, restrictions and reservations herein contained, and by such acceptance shall for itself, its successors and assigns, and the users, occupants, grantees, lessees, mortgagees and all others who at any time own or hold any interest therein from time to time (and the improvements thereto), covenant and agree to and with the owner from time to time of that certain parcel of real estate (the "Hotel Parcel") described on Schedule 2 hereto, and its successors, assigns and grantees, to keep, observe, comply with and perform said covenants, conditions restrictions and reservations.

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### **UNOFFICIAL COPY**

- The foregoing covenants, conditions, restrictions and reservations shall operate for the benefit of the owner from time to time of the Hotel Parcel, its successors, assigns and grantees. A violation of said covenants, conditions, restrictions or reservations shall entitle the then owner of the Hotel Parcel to apply to any court of law or equity having juristiction thereof for an injunction against the party violating such covenants, conditions, restrictions or reservations, without bond or notice, to prevent such violation, and Additionally, or in the alternative, for damages or other proper relief against such party, and if such relief be granted, the court may, in its discretion, award to the plaintiff his or its court josts and reasonable attorneys' fees. No delay or omission on the part of the owner of the Hotel Parcel, its successors or assigns in exercising any right, power or remedy herein provided for in the event of any breach of any of the covenants, conditions, restrictions or reservations herein contained shall be construed as a waiver thereof or any acquiescence therein; and no right or right of action shall accrue against, nor shall any action be brought or maintained on account of the failure or neglect of, the owner of the Hotel Parcel or its successors or assigns to exercise any right, power or remedy herein provided for in the event of any such breach, or on account or any of the provisions, conditions, covenants, restrictions or reservations contained herein being unenforceable or unenforced.....
- 4. The covenants, conditions, restrictions, and reservations herein described shall continue in effect until

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the first to occur of (i) the date on which no portion of the Hotel Parcel is used for the operation of a hotel under the name "Hyatt" or any name to which the chain of hotels presently known as "Hyatt" hotels is changed (other than by reason of a sale of such chain of hotels), excluding temporary interruptions in such use resulting from repairs, remodeling, damage or destruction occasioned by casualties or other occurrences beyond the reasonable control of the operator of the Hyatt hotel located on the Hotel Parcal, or (ii) December 31, 2035. On the first to occur of the dates described in clauses (i) and (ii) of the preceding sentence, this document shall expire and thereafter be of no force and effect without further notice or action of any person or entity. Upon the request of the owner of the Real Estate following expiration of the covenants, conditions, restrictions and reservations hereig contained pursuant to clause (i) or clause (ii) preceding, the owner of the Hotel Parcel will execute an appropriate document confirming such expiration. Additionally, at any time and from time to time, while these covenants, conditions, restrictions and reservations are in effect, they may be revoked by recording in the Offices of the Recorder and Registrar of Titles of Cock County, Illinois an instrument declaring such revocation, which instrument shall be signed by the then owner of the Hotel Parcel. Such declaration shall set forth such revocation and shall be effective from and after the date of its recording.

5. The validity of any covenant, condition, restriction, declaration or reservation hereby created and imposed, or any provision hereof, shall not impair or affect in any manner the

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validity, enforceability or effect of the remainder of this document.

Any acquiescence in the violation of or failure to 6. enforce any of the covenants, conditions, restrictions or the other consistence. On the constant of reservations contained herein shall not be a waiver of any of

SCHEDULE 1

#### EXHIBIT A

#### PARCEL ONE

THE WEST 558.33 FEET (MEASURED ALONG THE NORTH LINE) OF LOT 1 OF HENRY HACHMEISTER'S DIVISION OF PARTS OF SECTION 9 AND 10, TOWNSHIP 40 NORTH. RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 6, 1908 AS DOCUMENT NUMBER 4183101, EXCEPT THAT PART OF THE LAND FALLING IN PREMISES DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH WEST CORNER OF THE AFORESAID SECTION 10; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 217 FEET FOR THE PLACE OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 200 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF BRYN MAWR AVENUE, A DISTANCE OF 80 FEET; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 200 FEET; THENCE HESTERLY PARALLEL WITH THE SOUTH LINE OF BRYN MAWR AVENUE A DISTANCE OF 80 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINDIS

PIN: 12-10-100-051

#### PARCEL THE

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 AND 11 IN WALTER D. PHILLPS, JR'S SUBDIVISION NO. 1 BEING A PART OF THE SOUTH WEST 1/4 OF SECTION 3, TOWNSHIP 40 NOR!" FANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE FLAT THEREOF RECORDED AS DOCUMENT NUMBER 17270989 IN COOK COUNTY, ILLIFOIS

PINS: 12-03-309-001, 002, 003, 004, 005, 006, 007, 008, 009, 010, 011

#### PARCEL THREE

LOT 2 IN BRYN MAWR AVENUE SUBDIVITION, BEING A SUBDIVISION OF THE SOUTH EAST QUARTER OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 24692093 AND REGISTERED AS DOCUMENT LR 3055768 IN COOK COUNTY, ILLINOIS.

PINS: 12-04-402-053, 054, 055, 056

#### PARCEL FOUR

THE EAST 41.5 FEET OF THE SOUTH 517.35 (EXCEPT THE SOUTH 33.0 FEET THEREOF) ALBO THE NORTH 239.24 FEET OF THE SOUTH 754 30 FEET OF THE EAST 131.50 FEET OF THE EAST 4.99 CHAINS ON THE NORTH LINE 84 5.07 CHAINS ON THE SOUTH LINE OF THE SOUTH 1/2 OF THE SOUTH FAST 1/4 OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PINS: 12-04-402-023, 024, 025, 026

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SCHEDULE 1 PAGE 2 7 0 0 3 LMQ 609221784967

PARCEL FIVE

EASEMENT FOR THE BENEFIT OF PARCEL 3 OF THE RIGHT TO MAINTAIN, USE, REPAIR OR REPLACE A STORM WATER SEWER SYSTEM AS CREATED BY STORM WATER AGREEMENT DATED NOVEMBER 26, 1979 AND RECORDED JANUARY 8, 1980, AS DOCUMENT 25311043 AND REGISTERED AS DOCUMENT LR3139830 AND AMENDED BY AGREEMENT RECORDED AS DOCUMENT \$7003465 AND FILED AS OCCUMENT LR 35.0077 UNDER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY: LOT 2 IN BRYN MAWR AVENUE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 SECTION 4, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART THEREOF LYING EAST OF A LINE DRAWN FROM A POINT IN THE NORTH LINE OF LOT 2, AFORESAID, 24.41 FEET EAST OF THE MOST NORTHWESTERLY CORNER THEREOF, TO A POINT IN THE SOUTH LINE OF LOT 2 AFORESAID, 174 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 2 IN COOK COUNTY, ILLINOIS

#### PARCEL SIX

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 3 FOR INGRESS AND LIGRESS OVER, ALONG AND UPON THE EAST 25 FEET OF LOT 1 IN BRYN MAWR JURIUE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SUCTION 4, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MEMIDIAN, AS CREATED BY GRANT OF EASEMENT FROM CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 19, 1978 KNOWN AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 19, 1978 KNOWN AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 19, 1978 KNOWN AS TRUST NUMBER 1073466 DATED JANUARY 15, 1980 AND RECORDED JANUARY 24, 1780 AS DOCUMENT 25334688

87003472

SCHEDULE 2

#### LEGAL OFSCRIPTION

THAT PART OF THE SOUTH 687.02 PRET OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP NO MORTH, RANGE 12, GAST OF THE TWISD PRINCIPAL MERIDIAN, LYING WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT IN THE SOUTH LINE OF THE SOUTHWEST CORNER OF SAID SOUTHWEST CORNER OF SAID SOUTHWEST CARREST THENCE NORTHERLY TO A POINT IN THE NORTH LINE OF SAID SOUTH 687.02 FEET MHICH IS 300 60 FRET WEST OF THE EAST LINE OF SAID SOUTHWEST QUARTER AND LYING MORTHERLY OF A LINE 33 FRET WEST OF THE FALL TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 3 AND LYING FRANCE OF THE POLLET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 AND LYING FRANCE OF THE MEMBERS THEREFOLY OF THE ROUTH ASSETS.

PROOF AND PARKLEL TO THE CHARGE LINE OF RIVER ROAD, SAID POINT BRING 33 FEET MORTH OF THE BOUTH LINE OF THE SOUTHWEST QUARTER LINE OF THE MEMBERS THERETO); THENCE EXTENDING MORTHEASTERLY TO A POINT, SAID POINT GEING 189.59 FEET MORTH OF THE SOUTH LINE OF BALL SOUTHWEST QUARTER (AS MEASURED ON SAID SOUTH LINE); THENCE CONTINUING MORTHEASTERLY TO A POINT AND FEET MORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER (MEASURED AT RIGHT ANGLES THERETO) FROM A POINT OF THE SOUTH LINE OF THE CENTER LINE OF THE CENTER LINE OF THE CENTER LINE OF THE CENTER LINE OF THE SOUTH LINE OF THE MORTH LINE); THENCE CONTINUING MORTHEASTERLY TO A POINT OF THE EAST LINE OF THE CENTER LINE OF THE SOUTHWEST QUARTER (MEASURED ON FAID SOUTH LINE); THENCE CONTINUING MORTHEASTERLY TO A POINT LINE OF THE SOUTHWEST QUARTER LINE OF THE SOUTHWEST QUARTER APOSESSED, SAS PRET WEST OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST WEST OF THE EAST LINE OF THE SOUTHWEST QUARTER APOSESSED, SAS PRET WEST OF THE EAST LINE OF THE SOUTHWEST QUARTER APOSESSED, SAS MEASURED ON SAID SOUTH LINE) WE COME COMMETT, JULINOUS

PARCEL 2:

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF FRACTICMAN SECTION 1", TOWNSHIP 40 NORTH, RANGE 12, BAST OF THE THIRD PRINCIPAL MEFIDIAN, IN COOK COUNTY, INLINOIS, DESCRIBED AS FOLLOWS: SEGINNING AT A POINT IN TWE SAID MORTH LINE OF THE MORTHMEST QUARTER 23,02 FEET WEST OF THE MORTHLAST CORMER THEREOF; THEMCE QUE SOUTH AT RIGHT ANGLES TO SAID MORTH LINE, 33 FEET TO A POINT IN A LINE WHICH IS DESCRIBED AS BEGINNING IN SAID NORTH LINE OF THE MORTHMEST QUAPTER, 200 FEET WEST OF SAID MORTHMEST CORNER THEREOF AND RUNNING THENCE SOUTHWESTERLY TO A POINT IN THE SOUTH LINE OF LOT 2 IN HENRY MACHINEISTER'S DIVISION IN SAID NORTHWEST QUARTER WHICH IS 1599 TO SET TO A POINT; THENCE NORTH AND 59 MEST 11.55 FEET TO THE SOUTHEASTERLY CORNER OF A OIL STORY RAPER BUILDING; THENCE NORTH ON THE EAST FACE OF SAID BUILDING 287.60 FEET TO THE SAID NORTH LINE OF THE MORTHWEST QUARTER; THENCE ON THE EAST ON SAID LINE, 269.70 FEET TO THE PLACE OF REGIVNING, ALSO THE BOUTH 33 FEET OF SECTION 3, TOWNSMIP 40 MORTH, BANGE 12, EAST OF THE VALUE OF REGIVNING, ALSO THE BOUTH 33 FEET OF SECTION BAST LINES OF THE ABOVE PARCEL EXTENDED MORTH, IN COOK COURTY, ILLINGIS.