

UNOFFICIAL COPY

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.

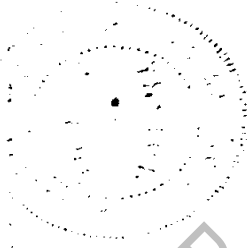
Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to subdivide said property as often as desired, to contract to sell, 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, to pledge or otherwise encumber said property, or any part thereof, in possession or reversion, by leases to commence in present or future, and upon any terms and for any term 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 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 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 rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or any part thereof, and to deal with said property and every part thereof in all other ways and for such other purposes 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 be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said premises shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and by said trust agreement was in 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 said trustee thereunder, (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 each such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of it, 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 estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title, interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails 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 "in trust condition", or "with limitations", or words of similar import, in accordance with the statute in such case made and provided.

87003A74



UNOFFICIAL COPY

8 7 0 0 3 4 7 4
LMG 689221/3497T

EXHIBIT A (POND PARCEL)

PARCEL ONE

LOT 2 IN BRYN MAWR AVENUE SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH EAST QUARTER OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, 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.

PARCEL TWO

EASEMENT FOR THE BENEFIT OF THE PROPERTY HEREINAFTER DESCRIBED 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 87003465 AND FILED AS DOCUMENT LR 3570777 UNDER AND ACROSS PARCEL ONE.

THE PROPERTY BENEFITTED BY THE FOREGOING EASEMENT IS LOT 2 IN BRYN MAWR AVENUE SUBDIVISION, 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. (EXCEPT PARCEL ONE).

Clerk's Office
87003474

THE FOLLOWING ARE INCORPORATED 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").

W I T N E S S E T H

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 herein-after set forth.

87003474

UNOFFICIAL COPY

8 7 0 0 3 4 7 4

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.

2. The grantee of the Real Estate, by the acceptance of 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.

87003474

UNOFFICIAL COPY

8 7 0 0 3 4 7 4

3. 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 jurisdiction 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 costs 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 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 of 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

87003474

UNOFFICIAL COPY

8 7 0 0 3 4 7 4

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 Parcel, 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 herein 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 Cook 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

87003474

UNOFFICIAL COPY

8 7 0 0 3 4 7 4

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

6. Any acquiescence in the violation of or failure to enforce any of the covenants, conditions, restrictions or reservations contained herein shall not be a waiver of any of the other provisions of this document or a waiver of such covenant, condition, restriction or reservation in any other instance.

Property of Cook County Clerk's Office

87003474

UNOFFICIAL COPY

8 7 0 0 3 LMG 689221/3498T

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 WESTERLY PARALLEL WITH THE SOUTH LINE OF BRYN MAWR AVENUE A DISTANCE OF 20 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

PIN: 12-10-100-051

PARCEL TWO

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 AND 11 IN WALTER D. PHILLIPS, JR'S SUBDIVISION NO. 1, BEING A PART OF THE SOUTH WEST 1/4 OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 17270989 IN COOK COUNTY, ILLINOIS

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

PARCEL THREE

LOT 2 IN BRYN MAWR AVENUE SUBDIVISION, 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) ALSO THE NORTH 239.24 FEET OF THE SOUTH 756.39 FEET OF THE EAST 131.50 FEET OF THE EAST 4.99 CHAINS ON THE NORTH LINE BY 5.07 CHAINS ON THE SOUTH LINE OF THE SOUTH 1/2 OF THE SOUTH EAST 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

87003474

UNOFFICIAL COPY

8 7 0 0 3 4 LMB 604221/3498T
SCHEDULE 1 PAGE 2

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 870034/65 AND FILED AS DOCUMENT LR 870034 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 EGRESS OVER, ALONG AND UPON THE EAST 25 FEET OF LOT 1 IN BRYN MAWR AVENUE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS CREATED BY GRANT OF EASEMENT FROM CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 19, 1978 KNOWN AS TRUST NUMBER 1073465 TO CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 19, 1978 KNOWN AS TRUST NUMBER 1073466 DATED JANUARY 15, 1980 AND RECORDED JANUARY 24, 1980 AS DOCUMENT 25334688

Property of Cook County Clerk's Office

UNOFFICIAL COPY

8 7 0 0 3 4 7 4

SCHEDULE 2

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE SOUTH 687.02 FEET OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE DESCRIBED AS BEGINNING AT A POINT IN THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, 200 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTHERLY TO A POINT IN THE NORTH LINE OF SAID SOUTH 687.02 FEET WHICH IS 300.64 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST QUARTER AND LYING NORTHERLY OF A LINE 33 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 AND LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN A LINE 100 FEET SOUTHEASTERLY FROM AND PARALLEL TO THE CENTER LINE OF RIVER ROAD, SAID POINT BEING 33 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER AFORESAID (AS MEASURED AT RIGHT ANGLES THERETO); THENCE EXTENDING NORTHEASTERLY ON SAID PARALLEL LINE 67.45 FEET TO A POINT; THENCE CONTINUING NORTHEASTERLY TO A POINT, SAID POINT BEING 187.74 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER (AS MEASURED AT RIGHT ANGLES THERETO) FROM A POINT 192.74 FEET EAST OF THE CENTER LINE OF RIVER ROAD, (AS MEASURED ON SAID SOUTH LINE); THENCE CONTINUING NORTHEASTERLY TO A POINT 407 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER (MEASURED AT RIGHT ANGLES THERETO) FROM A POINT 646 FEET EAST OF THE CENTER LINE OF RIVER ROAD (AS MEASURED ON SAID SOUTH LINE); THENCE CONTINUING NORTHEASTERLY TO A POINT IN THE NORTH LINE OF THE SOUTH 687.02 FEET AFORESAID, 585 FEET WEST OF THE EAST LINE OF THE SOUTHWEST QUARTER AFORESAID, (AS MEASURED ON SAID NORTH LINE) IN COOK COUNTY, ILLINOIS

PARCEL 2:

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF FRACTIONAL SECTION 3, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SAID NORTH LINE OF THE NORTHWEST QUARTER 233.02 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE DUE SOUTH AT RIGHT ANGLES TO SAID NORTH LINE 33 FEET TO A POINT IN A LINE WHICH IS DESCRIBED AS BEGINNING IN SAID NORTH LINE OF THE NORTHWEST QUARTER, 200 FEET WEST OF SAID NORTHEAST CORNER THEREOF AND RUNNING THENCE SOUTHWESTERLY TO A POINT IN THE SOUTH LINE OF LOT 2 IN HENRY HACHMEISTER'S DIVISION IN SAID NORTHWEST QUARTER WHICH IS 1589.10 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 45° 01' WEST ON SAID LINE 370 FEET TO A POINT; THENCE NORTH 44° 59' WEST 11.55 FEET TO THE SOUTHEASTERLY CORNER OF A ONE STORY BRICK BUILDING; THENCE DUE NORTH ON THE EAST FACE OF SAID BUILDING 287.60 FEET TO THE SAID NORTH LINE OF THE NORTHWEST QUARTER; THENCE DUE EAST ON SAID LINE, 269.70 FEET TO THE PLACE OF BEGINNING, ALSO THE SOUTH 33 FEET OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE WEST AND EAST LINES OF THE ABOVE PARCEL EXTENDED NORTH, IN COOK COUNTY, ILLINOIS.