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BOX 333 - GG

COOK COUNTY, ILLINOIS
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88167519

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88167519

Joel Cooper
Greenberger, Krauss & Jacobs
180 N. LaSalle Street
Suite 2700
Chicago, Illinois 60601

VILLAGE OF SCHLAUMBURG #1119
DEPT. OF FINANCE & ADMINISTRATION REAL ESTATE TRANSFER TAX
DATE 4/20/88
AMT. PAID \$10,000.00

SPECIAL WARRANTY DEED

2200

KNOW ALL MEN BY THESE PRESENTS:

For the consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration ROCLAB 87 A INVESTORS, an Illinois limited partnership ("Grantor") c/o Balcor Real Estate Finance, Inc., 4849 West Golf Road, Skokie, Illinois 60077, does hereby bargain, sell, convey and confirm unto AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER A TRUST AGREEMENT DATED MARCH 25, 1988 AND KNOWN AS TRUST NO. 104997-05, 33 North LaSalle Street, Chicago, Illinois ("Grantee"), all of Grantor's right, title and interest in and to the following described real property located in Cook County, Illinois:

See Exhibit "A" attached hereto and by this reference made a part hereof (the "Property")

to have and to hold the same together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever.

SUBJECT TO: current taxes and those matters listed in Exhibit "B" attached hereto and by this reference made a part hereof.

And subject to the provisions of Exhibit C attached hereto.

Grantor hereby covenanting that it and its successors and assigns shall and will WARRANT AND DEFEND the title to the Property unto the Grantee, and to the heirs, successors and assigns of such party forever, against the lawful claims of all persons claiming by, through or under the Grantor but none other, excepting, however, the general taxes for the calendar year 1987 (second installment only) and thereafter, and the special taxes becoming a lien after the date of this deed, and all encumbrances of record to the extent that the same are still in full force and effect and applicable.

No general or limited partner of Grantor, nor any of its respective beneficiaries, shareholders, partners, officers, agents, employees, heirs, successors or assigns, shall have any personal liability of any kind or nature for or by reason of any matter or thing whatsoever under, in connection with, arising out of or in any way related to this instrument and the transaction contemplated herein, and Grantee hereby waives for itself and anyone who may claim by, through or under Grantee any and all rights to sue or recover on account of any such alleged personal liability.

This instrument was prepared by:

Susan G. Ruffer, Esq.
Katten Muchin & Zavis
525 West Monroe Street, Suite 1600
Chicago, Illinois 60606-3693

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IN WITNESS WHEREOF, the Grantor has caused these presents to be executed this 31st day of March, 1988.

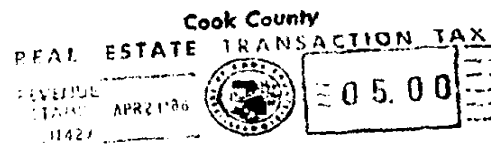
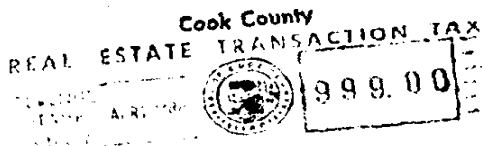
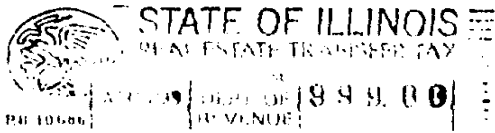
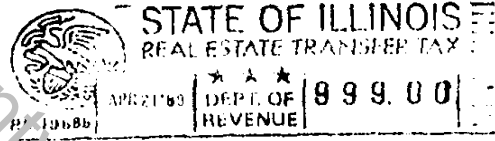
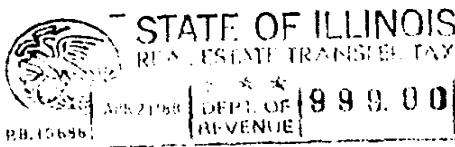
ROCLAB 87 A INVESTORS, an Illinois Limited Partnership

By: ROCLAB 87 I, INC., an Illinois corporation

By: *Robert A. Flinn*
Its: Authorized Representative

ATTEST:

Its: _____



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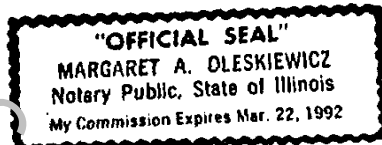
STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, MARGARET A. OLESKIEWICZ, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, THAT ROBERT C. ELISS, to me personally known and personally known to me to be an authorized signatory for ROCLAB 87 A INVESTORS, an Illinois limited partnership, appeared before me this day in person and acknowledged that as such authorized signatory he signed, sealed and delivered the above instrument as of his free and voluntary act and as the free and voluntary act of said limited partnership for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of April, 1988.

Margaret A. Oleskiewicz
Notary Public

My Commission Expires: _____



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Property of Cook County Clerk's Office



11/11/11

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EXHIBIT "A"

LEGAL DESCRIPTION

Lot 4 and 5 in Walden International, being a subdivision of part of fractional Section 1 and part of the North half of Section 12, both in Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 07-12-101-017-0000
 07-12-101-018-0000

Common Property Address: 1920 North Thoreau
 Schaumburg, Illinois

Property of Cook County Clerk's Office

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EXHIBIT B

PERMITTED ENCUMBRANCES

1. TAXES FOR THE YEARS 1987 AND 1988.
 - a. NOTE: 1987 TAXES SECOND INSTALLMENT NOT DELINQUENT BEFORE AUGUST 2, 1988
 - b. NOTE: 1988 TAXES NOT DELINQUENT BEFORE MARCH 2, 1989
 - c. ~~NOTE: THE AMOUNT OF THE 1987 ESTIMATED FIRST INSTALLMENT HAS BEEN DEPOSITED WITH THE COUNTY COLLECTOR.~~PERMANENT TAX NUMBERS:
07-12-101-017, AFFECTS LOT 4
07-12-101-018, AFFECTS LOT 5

2. EASEMENTS FOR STORM WATER DRAINAGE AND RETENTION, INGRESS AND EGRESS AND UTILITIES AS ESTABLISHED BY DECLARATION OF PROTECTIVE COVENANTS DATED MARCH 17, 1980 AND RECORDED MARCH 28, 1980 AS DOCUMENT 25406331.

3. TERMS, PROVISIONS AND CONDITIONS REGARDING A NON-EXCLUSIVE PERPETUAL EASEMENT OVER, ACROSS AND UPON THE LAND FOR THE PURPOSE OF PEDESTRIAN INGRESS AND EGRESS AND THE MAINTENANCE, REPAIR, RECONSTRUCTION AND RESTORATION OF A SIDEWALK ON THE LAND CREATED BY GRANT RECORDED JUNE 13, 1983 AS DOCUMENT 26640290 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRIANGULAR PARCEL OF LAND IN LOT 4 IN WALDEN INTERNATIONAL, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 1 AND PART OF THE NORTH 1/2 OF SECTION 12, BOTH IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH WEST CORNER OF SAID LOT 4; THENCE SOUTH 85 DEGREES, 58 MINUTES, 18 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 260.55 FEET TO A POINT IN THE SOUTHWESTERLY EDGE OF AN EXISTING CONCRETE WALK TO THE POINT OF BEGINNING; THENCE SOUTH 85 DEGREES, 58 MINUTES, 18 SECONDS EAST

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CONTINUING ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 74.35 FEET TO A POINT IN THE SOUTHEASTERLY EDGE OF AN EXISTING CONCRETE WALK; THENCE SOUTH 50 DEGREES, 47 MINUTES, 3 SECONDS WEST ALONG THE SOUTHEASTERLY EDGE OF SAID EXISTING CONCRETE WALK, A DISTANCE OF 53.88 FEET TO A POINT 36.95 FEET SOUTH, MEASURED AT RIGHT ANGLES OF SAID NORTH LINE OF LOT 4; THENCE NORTH 39 DEGREES, 31 MINUTES, 27 SECONDS WEST ALONG THE SOUTHWESTERLY EDGE OF SAID EXISTING CONCRETE WALK, A DISTANCE OF 50.94 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

4. ENCROACHMENT OF ASPHALT PARKING AND CONCRETE CURBS AT THE SOUTHERLY, SOUTHEASTERLY AND SOUTHWESTERLY CORNERS OF LOTS 4 AND 5 ONTO THE ADJOINING LAND AS SHOWN ON THE SURVEY BY TED G. STALEY.

5. EASEMENT RESERVED ON THE PLAT FOR PUBLIC UTILITIES AND FOR THE INSTALLATION OF WATER AND SEWER MAINS, POLES, DUCTS, WIRES AND LINES OVER THOSE AREAS SHOWN BY DOTTED LINES MARKED UTILITY ON SAID PLAT RECORDED JANUARY 30, 1980 AS DOCUMENT 25342431.

A PORTION OF THE ABOVE EASEMENT WAS VACATED BY THE PLAT OF EASEMENT VACATION AND RELEASE RECORDED JUNE 28, 1985 AS DOCUMENT 85081761, SAID VACATED PORTION BEING DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 4 AND 5 IN WALDEN INTERNATIONAL BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 1 AND PART OF THE NORTH 1/2 OF SECTION 12, BOTH IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 4; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTH WEST, HAVING A RADIUS OF 355 FEET THROUGH A CENTRAL ANGLE OF 5 DEGREES, 19 MINUTES, 16 SECONDS, AND AN ARC DISTANCE OF 32.95 FEET FOR THE PLACE OF BEGINNING; THENCE NORTH 39 DEGREES, 32 MINUTES, 48 SECONDS WEST 370.25 FEET; THENCE NORTH 89 DEGREES, 08 MINUTES, 48 SECONDS WEST 13.13 FEET; THENCE SOUTH 39 DEGREES, 32 MINUTES, 48 SECONDS EAST 18.36 FEET; THENCE SOUTH 50 DEGREES, 27 MINUTES, 12 SECONDS WEST 185.17 FEET; THENCE NORTH 82 DEGREES, 26 MINUTES, 28 SECONDS WEST 95.54 FEET; THENCE SOUTH 50 DEGREES, 27 MINUTES, 12 SECONDS WEST 204.83 FEET; THENCE SOUTH 39 DEGREES, 32 MINUTES, 48 SECONDS EAST 30.00 FEET; THENCE NORTH 50 DEGREES, 27 MINUTES, 12 SECONDS EAST 191.75 FEET; THENCE SOUTH 82 DEGREES, 26 MINUTES, 28 SECONDS EAST 95.54 FEET; THENCE NORTH 50 DEGREES, 27 MINUTES, 12 SECONDS EAST 196.25 FEET; THENCE SOUTH 39 DEGREES, 32 MINUTES, 48 SECONDS EAST 337.22 FEET TO A POINT ON SAID CURVE; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1 DEGREE, 57 MINUTES, 13 SECONDS, AND AN ARC DISTANCE OF 12.10 FEET TO THE POINT OF BEGINNING.

6. EASEMENT OVER THE AREA AS SHOWN BY DOTTED LINES FOR THE PURPOSE OF INSTALLING AND MAINTAINING ALL EQUIPMENT NECESSARY TO SERVE THE SUBDIVISION AND OTHER LAND WITH TELEPHONE AND ELECTRICAL SERVICE, TOGETHER WITH THE RIGHT TO OVERHANG AERIAL SERVICE WIRES AND THE RIGHT OF ACCESS TO SUCH WIRES, AS CREATED BY GRANT TO THE ILLINOIS BELL TELEPHONE COMPANY, THE COMMONWEALTH EDISON COMPANY AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS AND AS SHOWN BY DOTTED LINES ON THE PLAT OF SUBDIVISION RECORDED JANUARY 30, 1980 AS DOCUMENT 25342431.

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A PORTION OF THE ABOVE EASEMENT WAS VACATED BY THE PLAT OF EASEMENT VACATION AND RELEASE RECORDED JUNE 26, 1985 AS DOCUMENT 85081761, SAID VACATED PORTION BEING DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 4 AND 5 IN WALDEN INTERNATIONAL BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 1 AND PART OF THE NORTH 1/2 OF SECTION 12, BOTH IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 4; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTH WEST, HAVING A RADIUS OF 355 FEET THROUGH A CENTRAL ANGLE OF 5 DEGREES, 19 MINUTES, 16 SECONDS, AND AN ARC DISTANCE OF 32.96 FEET FOR THE PLACE OF BEGINNING; THENCE NORTH 39 DEGREES, 32 MINUTES, 48 SECONDS WEST 370.25 FEET; THENCE NORTH 89 DEGREES, 08 MINUTES, 48 SECONDS WEST 13.13 FEET; THENCE SOUTH 39 DEGREES, 32 MINUTES, 48 SECONDS EAST 18.36 FEET; THENCE SOUTH 50 DEGREES, 27 MINUTES, 12 SECONDS WEST 185.17 FEET; THENCE NORTH 82 DEGREES, 26 MINUTES, 26 SECONDS WEST 95.54 FEET; THENCE SOUTH 50 DEGREES, 27 MINUTES, 12 SECONDS WEST 204.83 FEET; THENCE SOUTH 39 DEGREES, 32 MINUTES, 48 SECONDS EAST 30.00 FEET; THENCE NORTH 50 DEGREES, 27 MINUTES, 12 SECONDS EAST 191.75 FEET; THENCE SOUTH 82 DEGREES, 26 MINUTES, 28 SECONDS EAST 95.54 FEET; THENCE NORTH 50 DEGREES, 27 MINUTES, 12 SECONDS EAST 198.25 FEET; THENCE SOUTH 39 DEGREES, 32 MINUTES, 48 SECONDS EAST 337.22 FEET TO A POINT ON SAID CURVE; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1 DEGREE, 57 MINUTES, 13 SECONDS, AND AN ARC DISTANCE OF 12.10 FEET TO THE POINT OF BEGINNING.

- 7 EASEMENT OVER THE AREA AS SHOWN BY DOTTED LINE FOR THE PURPOSE OF INSTALLING AND MAINTAINING ALL EQUIPMENT NECESSARY TO SERVE THE SUBDIVISION AND OTHER LAND WITH GAS SERVICE, TOGETHER WITH RIGHT OF ACCESS TO SAID EQUIPMENT AS CREATED BY GRANT TO THE NORTHERN ILLINOIS GAS COMPANY AND ITS RESPECTIVE SUCCESSORS AND ASSIGNS AND AS SHOWN BY DOTTED LINES ON THE PLAT OF SUBDIVISION RECORDED JANUARY 30, 1980 AS DOCUMENT 25342431.

A PORTION OF THE ABOVE EASEMENT WAS VACATED BY THE PLAT OF EASEMENT VACATION AND RELEASE RECORDED JUNE 28, 1985 AS DOCUMENT 85081761, SAID VACATED PORTION BEING DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 4 AND 5 IN WALDEN INTERNATIONAL BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 1 AND PART OF THE NORTH 1/2 OF SECTION 12, BOTH IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 4, THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTH WEST, HAVING A RADIUS OF 355 FEET THROUGH A CENTRAL ANGLE OF 5 DEGREES, 19 MINUTES, 16 SECONDS AND AN ARC DISTANCE OF 32.96 FEET FOR THE PLACE OF BEGINNING; THENCE NORTH 39 DEGREES, 32 MINUTES, 48 SECONDS WEST 370.25 FEET; THENCE NORTH 89 DEGREES, 08 MINUTES, 48 SECONDS WEST 13.13 FEET; THENCE SOUTH 39 DEGREES, 32

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PARCEL 2:

THAT PART OF LOT 4 IN WALDEN INTERNATIONAL, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 1 AND PART OF THE NORTH 1/2 OF SECTION 12, BOTH IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 4; THENCE NORTH 39 DEGREES, 32 MINUTES, 48 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT 67.96 FEET TO THE NORTHERLY LINE OF AN EXISTING 10 FOOT EASEMENT FOR THE POINT OF BEGINNING; THENCE NORTH 39 DEGREES, 32 MINUTES, 48 SECONDS WEST 322.04 FEET ALONG THE SAID NORTHEASTERLY LINE TO AN ANGLE POINT IN SAID LOT; THENCE SOUTH 50 DEGREES, 27 MINUTES, 12 SECONDS WEST 6.00 FEET; THENCE SOUTH 39 DEGREES, 32 MINUTES, 48 SECONDS EAST 316.85 FEET TO THE NORTHERLY LINE OF SAID 10 FOOT EASEMENT; THENCE SOUTH 88 DEGREES, 42 MINUTES, 42 SECONDS EAST 7.93 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PART OF LOTS 4 AND 5 IN WALDEN INTERNATIONAL, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 1 AND PART OF THE NORTH 1/2 OF SECTION 12, BOTH IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 4; THENCE NORTH 39 DEGREES, 32 MINUTES, 48 SECONDS WEST 390.00 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT 4 TO AN ANGLE POINT; THENCE SOUTH 50 DEGREES, 27 MINUTES, 12 SECONDS WEST 36.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 50 DEGREES, 27 MINUTES, 12 SECONDS WEST 12.00 FEET; THENCE NORTH 39 DEGREES, 32 MINUTES, 48 SECONDS WEST 146.20 FEET TO THE SOUTHERLY LINE OF AN EXISTING 10 FOOT EASEMENT; THENCE NORTH 85 DEGREES, 58 MINUTES, 18 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID 10 FOOT EASEMENT 67.08 FEET; THENCE SOUTH 51 DEGREES, 05 MINUTES, 46 SECONDS WEST 140.89 FEET; THENCE SOUTH 87 DEGREES, 55 MINUTES, 20 SECONDS WEST 42.95 FEET; THENCE SOUTH 50 DEGREES, 27 MINUTES, 12 SECONDS WEST 155.00 FEET; THENCE SOUTH 12 DEGREES, 59 MINUTES, 54 SECONDS EAST 23.94 FEET; THENCE SOUTH 50 DEGREES, 27 MINUTES, 12 SECONDS WEST 57.00 FEET; THENCE SOUTH 39 DEGREES, 32 MINUTES, 48 SECONDS EAST 5.00 FEET; THENCE NORTH 50 DEGREES, 27 MINUTES, 12 SECONDS EAST 33.24 FEET; THENCE SOUTH 34 DEGREES, 32 MINUTES, 48 SECONDS EAST 18.53 FEET; THENCE NORTH 50 DEGREES, 27 MINUTES, 12 SECONDS EAST 225.03 FEET; THENCE NORTH 52 DEGREES, 33 MINUTES, 12 SECONDS EAST 141.30 FEET; THENCE SOUTH 85 DEGREES, 58 MINUTES, 18 SECONDS EAST 30.00 FEET; THENCE SOUTH 39 DEGREES, 32 MINUTES, 48 SECONDS EAST 149.28 FEET; THENCE SOUTH 89 DEGREES, 08 MINUTES, 48 SECONDS EAST 48.58 FEET; THENCE NORTH 39 DEGREES, 32 MINUTES, 48 SECONDS WEST 31.49 FEET TO THE POINT OF BEGINNING.

9. ENCROACHMENT OF THE CONCRETE CURB LOCATED ALONG THE NORTHEASTERLY LINE OF LOT 4 OF THE LAND BY AN UNDISCLOSED AMOUNT, AS DISCLOSED BY THE SURVEY OF TED G. STALEY, ORDER NO. 2348.

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MINUTES, 48 SECONDS EAST 18.36 FEET; THENCE SOUTH 50 DEGREES, 27 MINUTES, 12 SECONDS WEST 185.17 FEET; THENCE NORTH 82 DEGREES, 26 MINUTES, 28 SECONDS WEST 95.54 FEET; THENCE SOUTH 50 DEGREES, 27 MINUTES, 12 SECONDS WEST 204.83 FEET; THENCE SOUTH 39 DEGREES, 32 MINUTES, 48 SECONDS EAST 30 FEET; THENCE NORTH 50 DEGREES, 27 MINUTES, 12 SECONDS EAST 191.75 FEET; THENCE SOUTH 82 DEGREES, 26 MINUTES, 28 SECONDS EAST 95.54 FEET; THENCE NORTH 50 DEGREES, 27 MINUTES, 12 SECONDS EAST 198.25 FEET; THENCE SOUTH 39 DEGREES, 32 MINUTES, 48 SECONDS EAST 337.22 FEET TO A POINT ON SAID CURVE; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1 DEGREE, 57 MINUTES, 13 SECONDS, AND AN ARC DISTANCE OF 12.10 FEET TO THE POINT OF BEGINNING.

8. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CABINET OF ILLINOIS INCORPORATED, THE ILLINOIS BELL TELEPHONE COMPANY, THE COMMONWEALTH EDISON COMPANY, THE NORTHERN ILLINOIS GAS COMPANY AND THE VILLAGE OF SCHAUMBURG, COOK COUNTY, ILLINOIS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS WITHIN THE AREAS LABELED 'EASEMENT BEING DEDICATED', MORE FULLY DESCRIBED BELOW, TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS AND CABLES, SEWERS, AND WATER MAINS, WITH ALL NECESSARY MANHOLES, PHONE, ELECTRIC, SEWER, GAS, AND WATER SERVICE; THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN WITHIN SAID EASEMENT AREA SAID CONDUITS, CABLES, MANHOLES, WATER VALVES AND OTHER EQUIPMENT; AND FINALLY THE RIGHT IS HEREBY GRANTED TO CUT DOWN AND REMOVE OR TRIM AND KEEP TRIMMED ANY TREES, SHRUBS OR SAPLINGS THAT INTERFERE, OR THREATEN TO INTERFERE, WITH ANY OF SAID PUBLIC UTILITIES EQUIPMENT. ALL INSTALLATIONS SHALL BE UNDERGROUND OR ON THE SURFACE, BUT NOT OVERHEAD. IT IS FURTHER UNDERSTOOD THAT THE ABOVE EASEMENTS SHALL BE NON-EXCLUSIVE. NO PERMANENT BUILDINGS OR OTHER STRUCTURES ARE TO BE ERECTED OR MAINTAINED UPON SAID EASEMENTS, BUT OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES AND TO THE RIGHTS OF THE OWNERS OF OTHER LOTS IN THIS SUBDIVISION AS SHOWN BY PLAT OF EASEMENT DEDICATION RECORDED JANUARY 28, 1985 AS DOCUMENT 85081762 AND OVER THE LAND DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PART OF LOT 4 IN WALDEN INTERNATIONAL, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 1 AND PART OF THE NORTH 1/2 OF SECTION 12, BOTH IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT; THENCE NORTH 39 DEGREES, 32 MINUTES, 48 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT, 54.74 FEET TO THE SOUTHERLY LINE OF AN EXISTING 10 FOOT EASEMENT; THENCE SOUTH 88 DEGREES, 42 MINUTES, 42 SECONDS WEST 7.93 FEET ALONG THE SOUTHERLY LINE OF SAID 10 FOOT EASEMENT; THENCE SOUTH 39 DEGREES, 32 MINUTES, 48 SECONDS EAST 64.95 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT; THENCE NORTHEASTERLY ALONG THE SAID SOUTHEASTERLY LINE BEING A CURVE CONCAVE TO THE NORTH WEST HAVING A RADIUS OF 355 FEET THROUGH A CENTRAL ANGLE OF 1 DEGREE, 15 MINUTES, 48 SECONDS AN ARC DISTANCE OF 7.83 FEET TO THE POINT OF BEGINNING.

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NO. 12000000
CHGO. TITLE INS. CO.
APR 20 1984

RIGHTS OF ~~TENANTS~~ ONLY UNDER UNRECORDED LEASES *AS shown on Exhibit A attached.*
Following tenants
shown on Exhibit attached as Exhibit tenants

COVENANTS AND RESTRICTIONS CONTAINED IN THE DECLARATION OF PROTECTIVE COVENANTS WALDEN INTERNATIONAL EXECUTED BY LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1973 AND KNOWN AS TRUST NUMBER 45533 AND AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 6, 1973 AND KNOWN AS TRUST NUMBER 46592, DATED MARCH 17, 1980 AND RECORDED MARCH 28, 1980 AS DOCUMENT 25406331 RELATING TO MAINTENANCE, CONSTRUCTION, USE, RECIPROCAL AND NON-EXCLUSIVE EASEMENTS, DEVELOPMENT STANDARDS, MEMBERSHIP, VOTING AND RESTRICTIONS IN THE THOREAU PROPERTY OWNERS ASSOCIATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, RIGHTS AND RESPONSIBILITIES OF OWNERS OF ADDITIONAL PROPERTY AND SUBMISSION OF SAID PROPERTY TO PROVISIONS OF THE DECLARATION. IN ADDITION THE DECLARATION PROVIDES THAT THE ASSOCIATION MAY ENTER UPON THE LAND OF A DEFAULTING OWNER AND DO SUCH WORK AS REQUIRED TO CURE THE DEFAULTS WITH THE COSTS AND EXPENSES PAYABLE BY SAID OWNERS OR SAID COSTS AND EXPENSES REMAINING AS A CONTINUING LIEN ON THE LAND SUBORDINATE TO THE LIEN OF ALL MORTGAGES. THE DECLARATION ALSO PROVIDES THAT EACH OWNER COVENANTS AND AGREES TO PAY TO THE ASSOCIATES:

- (1) ANNUAL ASSESSMENTS AND
- (2) SPECIAL ASSESSMENTS FOR THE PURPOSES STATED THEREIN AND THE SAID ASSESSMENTS, TOGETHER WITH THE LAST PAYMENT FEE AND COSTS SHALL BE A CHARGE ON THE LAND AND SHALL BE A CONTINUING LIEN ON THE LAND UPON WHICH SAID ASSESSMENT IS MADE, AND SAID LIEN SHALL BE SUBORDINATE TO THE LIEN OF ALL MORTGAGES.

Leases and

- 12. ASSIGNMENT OF RENTS MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 25, 1988 AND KNOWN AS TRUST NUMBER 104997-05 TO BALCOR REAL ESTATE FINANCE INC., RECORDED _____ AS DOCUMENT _____.
- 13. SECURITY INTEREST OF BALCOR REAL ESTATE FINANCE INC., SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT EXECUTED BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 25, 1988 AND KNOWN AS TRUST NUMBER 104997-05, DEBTOR, AND FILED ON _____ AS NUMBER _____.

88167519

Balcor Real Estate Finance Inc.

- 14. "Security interest of _____, secured party, in certain described chattels on the land, as disclosed by financing statement executed by Wood & _____ Geoca Associates Limited Partnership debtor, and filed on _____ as No. _____."

15 THE LAND HEREIN DESCRIBED IS ENCUMBERED BY THE FOLLOWING MORTGAGE
CONSTRUCTION MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND
SECURITY AGREEMENT DATED DECEMBER 3, 1984 AND RECORDED DECEMBER
21, 1984 AS DOCUMENT 27380259 MADE BY PLB/TDC LIMITED
PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP AND AMERICAN
NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER
TRUST AGREEMENT DATED OCTOBER 25, 1984 AND KNOWN AS TRUST NUMBER
62500 TO BALCOR/AMERICAN EXPRESS REAL ESTATE FINANCE, INC., AN
ILLINOIS CORPORATION, TO SECURE A NOTE FOR \$9,600,000.00, and as

ANL
HEF

*modified by that Certain Amended and Restated
First Mortgage and Security Agreement dated 3/3/85
& recorded 4/1/85 as doc# _____ made by*

4. TH

*American National Bank and Trust Company of Chicago,
as Trustee under Trust Agreement dated 5/25/84 known
as Trust No. 104997-05 to Dallas Real Estate Finance
Inc. securing a ~~note~~ in the amount of \$14,382,000.00*

Clerk's Office

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EXHIBIT C

TO HAVE AND TO HOLD the said real estate 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 real estate or any part thereof, to dedicate parks, streets, highways or alleys to locate any subdivision or part thereof, and to redivide said real estate 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 real estate 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 real estate or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in future and upon any terms and for any period or periods of time, not exceeding in the case of any single lease 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 consent 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 real estate, 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 appurtenant to said real estate or any part thereof, and to deal with said real estate 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 ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement and any deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said county) relying upon or claiming under any such conveyance, lease or other instrument, and 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, and that such conveyance or other instrument was executed in compliance with the trusts, conditions and limitations contained in this indenture and in said Trust Agreement or in all amendments thereof, if any and binding upon all beneficiaries thereunder, it being the duty of said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and that if the contrary 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, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this deed or said Trust Agreement or any amendment thereto, or for injury in person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or, at the election of the Trustee, in its own name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, profits and proceeds arising from the sale or any 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 earnings, profits and proceeds thereof as aforesaid, the intention hereof being to vest in said American National Bank and Trust Company of Chicago the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the above real estate 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.

Clark County Clerk's Office

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