

performance of an obligation. excluding those having such interest merely as security for the persons, of a fee simple title to any Parcel and Purchasers, but land trust which may be a record owner), whether one or more

52.5 "Owner": The record owner (or the beneficiaries of a whether as Owner, lessee, or otherwise. 52.4 "Occupant": Every person who shall occupy any Parcel, successors and assigns. 52.3 "Developer": BUILDING DEVELOPMENT CORPORATION, its and supplements thereto. 52.2 "Declaration": This Declaration and all amendments by Declarant with reference to this Declaration.

It such successor or assign shall be so specifically designated its successors or assigns (other than a Purchaser of a Parcel), Agreement dated April 15, 1986, and known as Trust No. 11-4345, personally, but as Trustee under the provisions of a Trust 52.1 "Declarant": ALBANY BANK & TRUST COMPANY, N.A., not

52. DEFINITIONS

portion of WELLINGTON TOWNHOUSES. mortgages and any other person who acquires any interest in any personal representatives, successors, assigns, and grantees, TOWNHOUSES and their respective heirs, executors, administrators, purchasers, lessees, and occupants of any portion of WELLINGTON upon and inure to the benefit of the Declarant, and all owners, the land comprising WELLINGTON TOWNHOUSES and shall be binding restrictions, and easements in this Declaration shall run with 51. The terms, provisions, covenants, conditions,

51. DECLARATION

15, 1986, and known as Trust No. 11-4345. as Trustee under the provisions of a Trust Agreement dated April 1988, by ALBANY BANK & TRUST COMPANY, N.A., not personally, but THIS DECLARATION is made on this 28th day of JUNE,

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

\$ 36.00

TAKE TO

FILE WITH THIS INSTRUMENT

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§2.6 WELLINGTON TOWNHOUSES: The real estate described in Exhibit "A" hereto.

§2.7 "Person": An individual, corporation, partnership, trustee or other entity.

§2.8 "Plat": The **Plat of Survey** recorded as Exhibit "B" attached to this Declaration.

§2.9 "Unit or Dwelling Unit": Part of a Parcel designed and intended to be used and occupied as a single family dwelling.

§2.10 "Parcel": One of the four (4) parts of **WELLINGTON TOWNHOUSES**, shown and described in the attached **Plat** marked Exhibit "B", Nos. 658, 656A, 656B, 656C inclusive, intended to include one unit or dwelling unit and/or a garage unit or part or parts designed for the intended independent dwelling and yard area as hereinafter defined as permitted by this Declaration.

§2.11 "Garage Unit": Part of a parcel designated for the storage of a motor vehicle.

§2.13 "Yard Area": That part or parcel not occupied by a dwelling unit or garage unit.

## § 3. FACTS

This Declaration is made in reference to the following facts:

§3.1 Declarant is the legal title holder of the real estate (**WELLINGTON TOWNHOUSES**) situated in the City of Chicago, County of Cook, State of Illinois, described in the **Plat** marked Exhibit "B", attached hereto and hereby made a part hereof.

§3.2 **WELLINGTON TOWNHOUSES** is presently being improved by Developer with the construction on four (4) Parcels, each containing one (1) dwelling unit and an additional Parcel consisting of a garage building. The boundaries of each Parcel are shown on Exhibit "B".

§3.3 Declarant desires to establish, for its own benefit and for the benefit of all future Owners and Occupants of **WELLINGTON TOWNHOUSES** certain easements and rights in, across and

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over WELLINGTON TOWNHOUSES and certain restrictions with respect to the use thereof and to fix the obligations and duties of each of the said Owners and Occupants.

## §4. LEGAL DESCRIPTION

The legal description of each Parcel is set forth in Exhibit "B" attached hereto.

## §5. EASEMENTS

§5.1 Public Utilities. Easements for ingress and egress and for the installation, use, maintenance, repair and replacement of public utilities including sewer, gas, electricity, telephone and water lines for the use of the dwelling parcels hereinafter designated and described are hereby created over, under and across each parcel not occupied by a dwelling unit or a garage unit. Said easements shall be used in common by the present and future owners, occupants, and mortgagees of, and all persons now or hereafter acquiring any interest in the respective parcels herein described.

§5.2 Easements of Access. Easements for access, ingress and egress of pedestrians or vehicles, which rights and easements shall be appurtenant to and shall pass with the title to every townhouse purchaser, for use of the dwelling parcels herein designated and described, are hereby created over, under and across each dwelling parcel and the garage parcel as set forth in Exhibit "B" attached hereto and made a part hereof. Said easements shall be used in common between present and future owners, occupants, and mortgagees of, and all persons now or hereafter acquiring any interest in the respective parcels herein described.

§5.3 Maintenance of Easements of Access. In the event, in the sole judgment of any two (2) of the owners of record of dwelling units who agree repairs or maintenance are required for the easement of access, such owners shall obtain at least three (3) competitive bids, the amount of the lowest and best bid shall be let and each Owner shall be responsible to pay one-fourth (1/4th) of such bid on or before fourteen (14) days after written notice that such payment is required. In the event any party

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shall fail to contribute his or her share then any other party or parties may, but shall not be obligated to advance any sums not contributed. However, any sums so contributed or paid or incurred shall be a lien on the land of said Owner from the time a notice of the default of payment is recorded in the Recorder's Office and shall be forthwith due and payable by the defaulting party to the party or parties so advancing such funds, and the defaulting party or parties shall pay such amounts forthwith upon demand, with interest at the rate of twelve (12%) percent per annum from the date of such advancement until the date of repayment of such defaulting party. The party or parties entitled to such repayment may bring an action at law against the owner personally obligated to pay same and there shall be added to the amount due the cost of any lawsuit, together with legal interest on the amount due, and reasonable attorneys' fees. All such amounts, together with interest and costs as well as being a personal obligation of the owner of the respective parcel at the time such charge was due, shall constitute a continuing lien upon the owner's parcel from the time of recording a notice thereof in the Recorder's Office and shall be binding upon such property in the hands of the owner or his or her heirs, executors, administrators, personal representatives, successors and assigns, and the party or parties entitled to such repayment may bring an action to foreclose the lien against the parcel. The lien of charges provided for herein shall be subordinate to the lien of any institutional mortgage now or hereafter placed upon the premises subject to such charge; provided, however, that such subordination shall only apply to such charges which become due and payable prior to the sale of such parcel subject to a decree or foreclosure of any mortgage or prior to a Deed of Conveyance of such parcel given by the mortgagor in lieu of foreclosure. Such sale or Deed of Conveyance in lieu of foreclosure shall not release such parcel from liability for any charge thereafter becoming due or due from the lien of subsequent charges.

## §6. LANDSCAPING

§6.1 All landscaping on **WELLINGTON TOWNHOUSES** shall be well

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maintained and shall be in conformity with the landscaping of the entire project.

\$6.2 The Owner or Occupant of each Parcel shall, at his own expense, cause his lawns and shrubbery to be sprinkled at least as often as weekly from May 1 to November 1, or as often as may be deemed advisable or necessary.

\$6.3 The Owner or Occupant of each Parcel shall maintain the land, lawn and landscaping of his Parcel in reasonable condition.

## \$7. OTHER MAINTENANCE, ALTERATIONS, ADDITIONS AND USE

\$7.1 All exterior painting and decorating, as well as all future replacements and repairs of all or any part of the outside of the several Parcels, shall conform in color and quality to the outside painting and decorating and outside parts of all others of the Parcels.

\$7.2 The exterior masonry shall be checked and repaired as needed.

\$7.3 No mast or other structure for transmitting or receiving signals, messages or programs by radio or television shall be erected, permitted or maintained upon any Parcel.

\$7.4 No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of any Parcel, except in the fenced-in yards, and then only on portable laundry dryers not higher than six (6') feet from the ground.

\$7.5 No Owner or Occupant shall make any exterior architectural changes or additions to any Parcel.

\$7.6 No Owner or Occupant shall make or erect a fence of any kind in the front or rear of any Parcel, except the fencing initially erected by Developer, and repair or replacement thereof with identical materials and design.

\$7.7 No Owner or Occupant shall install exterior storm sashes, canopies or awnings on any Parcel, or build enclosures for the front or rear entrance.

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§7.8 No Owner or Occupant shall be permitted to erect a permanent porch for the front or rear entrance.

§7.9 The Owner or Occupant of such Parcel shall keep the premises of such Parcel free and clear of rubbish, debris or other unsightly materials.

§7.10 No rabbits, poultry or any kind, character or species of fowl or livestock shall be kept or maintained upon any Parcel. Domestic dogs, cats or household pets shall be kept so confined as not to become a nuisance.

§7.11 No noxious or offensive activities shall be carried on upon any Parcel, nor shall anything be done thereon which may become an annoyance or nuisance to the Owners or Occupants or the neighboring community.

§7.12 No Parcel shall be used or maintained as a dumping ground for rubbish, trash, garbage or other refuse which is not kept in approved, closed and sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

§7.13 There shall be no continual parking of baby carriages, play-pens, bicycles, wagons, toys, vehicles, benches or chairs, vans, boats, snowmobiles, campers, trucks or buses on the non-fenced-in lawns.

§7.14 The Developer, until all parcels are sold, shall be permitted to maintain construction and sales offices, and engage in construction and sales activities, on **WELLINGTON TOWNHOUSES**.

§7.15 No sign of any kind shall be displayed on or about any Parcel nor any other portion of **WELLINGTON TOWNHOUSES** except however:

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- \$7.15.1 A sign bearing the address of the Parcel and the name of the Owner or Occupant;
- \$7.15.2 One sign of not more than five square feet advertising the Parcel for sale or rent;
- \$7.15.3 Signs, banners and lighting used by the Developer (of such size as desired) to advertise and promote sales during the construction period and thereafter until all Parcels are sold;
- \$7.15.4 "For Sale" or "For Rent" signs, not more than five square feet, may be placed on a Parcel by a mortgagee who may become an Owner.

\$7.16 The Developer reserves the right until all Parcels are sold to grant easements at anytime hereinafter for utility purposes over, under, along and on any portion of the Parcel for purposes of providing the premises with utility services.

\$7.17 If any part of any Parcel, or any structure or landscaping thereon, encroaches, or shall hereafter encroach, upon any part of any other Parcel, valid easements for the maintenance of such encroachments are hereby established and shall exist so long as all or any part of the same shall remain standing; provided, however, in no event shall a valid easement for any encroachment be created in favor of any Owner or any Parcel if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Parcel of another Owner or if it occurred due to the willful conduct of the Owner, Occupant, or any guest or invitee of the Owner or Occupant, of the Parcel benefitted by the easement.

## §8. SALE, LEASE OR OTHER ALIENATION

Each Owner shall have the right to sell or lease his Parcel without the prior written consent of any other Owner. The lease shall provide that the Lessee is bound by the terms of this Declaration. The Owner shall not be relieved of any of his obligations by making such lease.

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## §9. DAMAGE OR DESTRUCTION

§9.1 In the event of damage to or destruction of, by fire or other casualty, any building, or any portion thereof, the Owner or Owners from time to time of any such building covenant and agree that they will, within a reasonable time after such damage or destruction, repair or rebuild the same in a substantial and workmanlike manner with materials comparable to those used in the original structure, and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. The exterior of such building, when rebuilt, shall be substantially similar to and of architectural design in conformity with the exterior of any buildings which remain standing and are not required to be rebuilt. In the event of the total or substantial destruction of all of the buildings in the development, the architectural design of the exterior of the buildings to be rebuilt and the materials to be used in constructing the same shall be agreed upon among the Owners thereof, and in the absence of agreement, the rebuilt building shall be substantially similar in architectural design as the original buildings and shall be constructed of comparable materials.

§9.2 The Owner shall within a reasonable time after the damage or destruction referred to in §9.1 of this Article, perform the necessary repair work required.

§9.3 Every Owner shall at all times keep his building fully insured for the full insurable replacement cost thereof against loss by fire and other casualties.

## §10. PARTY WALLS, GUTTERS AND ROOFS

§10.1 Definition and General Rules of Law to Apply:  
Any wall built as part of the original construction of any building placed on the dividing line between buildings shall

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constitute a party wall and to the extent not inconsistent with the provisions of this §10, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

§10.2 Sharing of Repair and Maintenance: The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

§10.3 Destruction by Fire or Other Casualty: If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

§10.4 Weatherproofing: Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

§10.5 Right to Contribute Runs with Land: The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

§10.6 Gutters and Roof: The portion of the common gutter system attached to a particular Dwelling Unit shall be maintained by the Owner of the Dwelling Unit. The downspout located on each Dwelling Unit shall be maintained by the Owner of such Dwelling Unit. The cost of maintenance, repair and replacement of the portion of the roof above a particular Dwelling Unit in a building shall be paid by the Owner of the Dwelling Unit.

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§10.7 Joint Dwelling Unit Connections: The rights and duties of the Owners of units within the development with respect to sewer, water, electricity, gas and telephones and any other Joint Dwelling Unit Connections, shall be governed by the following:

(a) Wherever Joint Dwelling Unit Connections such as sewer, water, electricity, gas or telephone lines are installed within the development, and the connections, or any portion thereof, lie in or upon units owned by others than all of the owners of units served by said connections, shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon units or to have the utility companies enter upon the units within the **WELLINGTON TOWNHOUSES**, to repair, replace and/or generally maintain said Joint Dwelling Unit Connection as and when the same may be necessary as set forth below.

(b) Wherever Joint Dwelling Unit Connections are installed within the **WELLINGTON TOWNHOUSES** and Joint Dwelling Unit Connections serve more than one unit, the owners of each unit served by said Joint Dwelling Unit Connection shall be entitled to the full use and enjoyment of the said Joint Dwelling Unit Connections, or such portions of same, as services the Unit.

(c) In the event any portion of said Joint Dwelling Unit Connection are obstructed, damaged or destroyed through the act of any owner of a unit being served by said Joint Dwelling Unit Connection, or any of his agents, guests, or members of his family, whether or not such act is negligent or otherwise culpable, so as to deprive the other owners being served by said Joint Dwelling Unit Connections of the full use and enjoyment of said Joint Dwelling Unit Connection, then the first of such owners shall forthwith proceed to replace or repair the same to as good a condition as formerly without cost to the owners served by said Joint Dwelling Unit Connection.

(d) In the event any portion of said Joint Dwelling Unit Connection is obstructed, damaged or destroyed by some cause

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other than the act of any of the owners being served by said Joint Dwelling Unit Connection, his agents, guests, or members of his family, (including ordinary wear and tear and deterioration from lapse of time) then in such event if said obstruction, damage or destruction shall prevent the full use and enjoyment of said Joint Dwelling Unit Connection, all such owners who are thereby deprived of said use and enjoyment shall proceed forthwith to replace or repair said Joint Dwelling Unit Connection to as good condition as formerly at their joint and equal expense.

## §11. BINDING EFFECT

§11.1 The rights, powers and privileges of Developer, Owners and Occupants created by this Declaration, and the easements provided in the Declaration and the easements shown on **EXHIBIT "B"** attached hereto (and any easement shown on any supplemental exhibits or plats hereafter recorded and making reference to this Declaration) for ingress, egress, maintenance and other purposes, are declared to be rights, powers, privileges and easements for the purpose therein and herein indicated and for the benefit of each Parcel, which easements are hereby declared to continue for the duration of the existence of the Parcels and to run with the land. They shall at all times inure to the benefit of, and be binding on, the undersigned, all its grantees, and their respective heirs, executors, administrators, personal representatives, successors and assigns, perpetually in full force and effect. Further where title is conveyed to a title holding trust or corporate entity, the beneficiary of said trust or person deriving the benefit therefrom shall bear all the obligations imposed herein.

## §12. SUBSEQUENT EXHIBITS AND DOCUMENTS

§12.1 A reference in any subsequent exhibit recorded hereunder or in any deed of conveyance, or in any mortgage or trust deed, or any other instrument affecting title to any Parcel or any portion of **WELLINGTON TOWNHOUSES**, to the easements and

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covenants herein described, shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees of said Parcel or portion thereof as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such document or instrument.

## §13. REMEDIES

§13.1 Remedies-Generally: In the event of any default or violation by any Owner, his agent, invitee, occupant, guest or family, under the provisions of this Declaration, the Declarant, the Owner of any other Parcel or Trustee or its successors or assigns or any mortgagee may after thirty (30) days written notice to such defaulting Owner or Occupant shall have all of the rights and remedies which may be provided for in this Declaration, or which may be available in law or in equity;

- A. To enter upon the lot upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the owner of such Parcel and Development, the thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and said Owner of any other Parcel or Trustee or its successors and assigns, or said mortgagee, and their respective agents, shall not thereby be deemed guilty in any manner of a trespass; or
- B. To enjoin, abate, or remedy by appropriate legal proceedings at law or in equity, the continuance of any breach including any claim for such damage or the payment of any money and collection thereof.

§13.2 Expenses of Default: All expenses in connection with any such actions or proceedings, including court costs and attorney's fees, and other fees and expenses and all damages,

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liquidated or otherwise, together with interest thereon at the rate of fifteen (15%) percent per annum until paid, shall be charged to and assessed against such defaulting Owner.

## §14. NO WAIVER OF OBLIGATIONS OR RESTRICTIONS

No obligations or restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, regardless of how many violations or breaches may occur.

## §15. SEVERABILITY

The invalidity of any obligation or restriction hereby imposed, or of any provision hereof, or of any part of such provisions, obligation or restriction, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

## §16. GENERAL PROVISIONS

§16.1 Separate Real Estate Taxes: Real Estate taxes on the Properties are to be separately billed to each Owner for his Parcel. In the event that for any year such taxes are not separately billed to each Owner, but are taxes on the Properties, or portions of the Properties collectively, then each Owner shall pay his one-fourth (1/4th) share thereof.

§16.2 Notices: Any notices required pursuant to the provisions of this Declaration shall be deemed to have been properly served when mailed, postage prepaid, certified mail, or registered mail, return receipt requested, to the last known address of the addressee, or when delivered in person, with written acknowledgement of the receipt thereof.

§16.3 Failure to Enforce Provisions: No covenants, restrictions, conditions, obligations or provisions contained in this Declaration or the By-Laws shall be deemed to be abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may have occurred.

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§16.4 Land Trusts: In the event title to a Dwelling Unit is held by a land trust under which all powers of management, operation and control remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust and the beneficiaries thereunder, from time to time shall be liable for payment of any obligation, lien or indebtedness created under this Declaration against the Dwelling Unit. No claim shall be made against any such title holder trustee personally for any claim or obligation created hereunder, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfers or beneficial interest in or to the title to such real estate.

## §17. OTHER AMENDMENTS TO DECLARATION

§17.1 Approval of Amendments: Except as provided in §17.2 and §17.3 hereof, provisions of this Declaration may be amended by an instrument in writing setting forth the amendment and executed by the Dwelling Unit Owners representing not less than three-fourths (3/4ths) of the Dwelling Units. If said Declaration is amended by the Dwelling Unit Owners, a notice of said amendment shall be given to all first lien holders of record by certified mail, return receipt requested. Said notice shall contain a complete text of any such amendment.

§17.2 Approval of Mortgagees: Notwithstanding the provisions of §17.1 hereof, no amendment shall be effective without the express written consent of the holders of one hundred (100%) percent of the first mortgage liens recorded against the Dwelling Units which are subject to this Declaration, in addition to the approval of the Dwelling Unit Owners, as set forth in §17.1 hereof.

§17.3 Rights of Developer: The foregoing notwithstanding, no amendment which shall adversely affect the rights of the

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Developer (including, but not limited to, the right to maintain sales facilities, signs and access for construction storage, as set forth in this Declaration) shall be effective without the Developer's express written consent thereto.

§17.4 Validity of AMendments: Any amendments approved pursuant to §17.1 and §17.2 hereof shall not become valid until a true and correct copy of the same shall have been placed of record.

## §18. SUCCESSORS AND ASSIGNS OF DECLARANT

The rights, privileges and powers herein retained by the Declarant shall be assignable to, and shall inure to the benefit of, its successors and assigns.

## §19 PERPETUITIES

If any of the options, privileges, covenants, or rights created by this Declaration would otherwise be unlawful or void for violation of the rule against perpetuities or some analogous statutory provision, or the rule restricting restraints or alienation, or any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of the incumbent President of the United States.

## §20 ARBITRATION

§20.1 In the event of any dispute arising concerning a party wall or a breach arising out of §10 of this Declaration, same shall be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise.

§20.2 Notice of the demand for arbitration shall be filed

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in writing with the other party of this Agreement, and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

§20.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

## §21 TRUSTEE

This Declaration is executed by ALBANY BANK & TRUST COMPANY, N.A., as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and ALBANY BANK & TRUST COMPANY N.A. hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by every person claiming any interest in this Declaration that ALBANY BANK & TRUST COMPANY N.A., as Trustee as aforesaid, and not personally, has joined in the execution of this Declaration for the sole purpose of subjecting titleholding interest and the trust estate under said Trust No. 11-4345, to the terms of this Declaration; that any and all obligations, duties, covenants, and agreements of every nature and form herein set forth by ALBANY BANK & TRUST COMPANY N.A., as Trustee as aforesaid, to be kept and performed, are not intended to be kept, performed and discharged by ALBANY BANK & TRUST COMPANY N.A. personally; and further, no duty shall rest upon ALBANY BANK & TRUST COMPANY, N.A. either personally or as such Trustee, to sequester trust assets, rents, avails, or proceeds of any kind, or otherwise to see to the fulfillment or



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discharge of any obligation, express or implied, arising under the terms of this Declaration, except where said Trustee is acting pursuant to the direction as provided by the terms of said Trust NO. 11-4165, and after the Trustee has been supplied with funds required for the purpose. In the event of conflict between the terms of this section and the remainder of the Declaration on any question or apparent liability or obligation resting upon said Trustee, the exculpatory provision hereof shall be controlling.

IN WITNESS WHEREOF, ALBANY BANK & TRUST COMPANY N.A., not personally, but as Trustee under the aforesaid Trust Agreement, in the exercise of the power and authority conferred upon and vested in it as such Trustee, has caused this Instrument to be signed by its Land Trust Officer and attested to by its Asst. Vice President and the corporate seal to be hereunto affixed this 28th day of June, 1988.

ALBANY BANK & TRUST COMPANY, N.A.,  
not personally, but as Trustee as  
aforesaid

ATTEST:

By;

[Signature]  
Land Trust Officer

[Signature]  
Assistant Vice President





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EXHIBIT "A"

## LEGAL DESCRIPTION

658 WELLINGTON, CHICAGO, ILLINOIS

LOT 3 IN THE SUBDIVISION OF LOTS 4, 5, 6, 7, 8 AND 9 IN BLOCK 4 IN THE SUBDIVISION OF 20 ACRES NORTH OF AND ADJOINING THE SOUTH 30 ACRES OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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658 W. Wellington  
Chicago, IL

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