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1990 JUN - 1 PM 1:29

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

WARRANTY DEED

90255653

THE STATE OF ILLINOIS

COUNTY OF COOK

§  
§  
§

THAT DAVID C. BELL and ROBIN H. BELL, husband and wife,

(hereinafter called "Grantor"), for and in consideration of the sum of TEN AND

NO/100 DOLLARS (\$10.00) and other good and valuable consideration the receipt

and sufficiency of which is hereby acknowledged has GRANTED, SOLD,

WARRANTED AND CONVEYED, and by these presents does hereby GRANT,

SELL, WARRANT AND CONVEY unto MARK J. MACUR, an unmarried

individual whose address is 4152B Cove Lane, Glenview, Illinois 60025 (hereinafter

called "Grantee"), that certain property described as follows:

Lot 55 in Nixon's Greenwood Central Development Unit "B", being a

subdivision of part of the East 1/2 of the North East Fractional 1/2 of

Section 10 and part of the West 1/2 of the West Fractional 1/2 of Section 11,

Township 4 North, Range 12 East of the third principal meridian, in Cook

County, Illinois (hereinafter called the "Property");

The following reservations from and exceptions to this conveyance and the warranty

made herein shall apply:

All utility easements and rights-of-way of record; covenants,

conditions, building lines and building and liquor restrictions, zoning

ordinances and restrictions of record as to the use or occupancy of the

property, which are identified in Exhibit "A" attached hereto and

incorporated herein by this reference; ad valorem taxes and

assessments for 1989 and subsequent years and any special taxes or

assessments for improvements not yet completed, not due as of the

date hereof (payment of which Grantee hereby expressly assumes);

TO HAVE AND TO HOLD the above described Property together with all

and singular the rights and appurtenances thereto in anywise belonging unto the

said Grantee, its successors and assigns and Grantor does hereby bind itself, its

successors and assigns to warrant and forever defend all and singular the Premises

unto the said Grantee, and its successors and assigns forever; and Grantor does

hereby bind Grantor and Grantor's successors and assigns, to WARRANT and

FOREVER DEFEND all and singular the said Premises unto the said Grantee, its

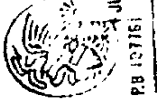
successors and assigns, against every person whomsoever lawfully claiming or to

claim the same or any part thereof, by, through or under the Grantor, but not

otherwise.

Without limiting the foregoing warranty of title, grantor makes no warranties or representations (other than those specifically set forth in that certain Real Estate Contract executed by Grantor and Grantee dated as of May 15, 1990) oral or written, express or implied, concerning the condition or value of the property, or the improvements located thereon (if any) including, but not limited to, any warranty or

STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
DEPT. OF REVENUE  
JUN-190  
126.50



COOK COUNTY  
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14.00

COOK COUNTY  
REAL ESTATE TRANSACTION TAX  
REVENUE STAMP  
JUN-190  
63.25

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Property of Cook County Clerks  
" OFFICIAL SEAL " JEAN D. NOTARY PUBLIC  
MT. CARMEL, ILL. 61881 4/9/91

Notary Public, State of Illinois  
*Mark J. Macur*

Before me, on this day personally appeared David C. Bell and Robin H. Bell, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.  
Given under my hand and seal in office this 31 day of May, 1990.

THE STATE OF ILLINOIS  
§  
COUNTY OF COOK  
§

ACKNOWLEDGEMENT

Mark J. Macur  
327 Cherry Court  
Glenview, Illinois 60025

AFTER RECORDING RETURN TO GRANTEE:

BOX 333 - GG

ROBIN H. BELL  
*Robin H. Bell*

DAVID C. BELL  
*David C. Bell*

Executed this 31 day of May, 1990.

property "as is" and "where is" in its present condition.  
has carefully inspected the property, and by the acceptance of this Deed, accepts the habitability, merchantability or fitness for any particular use or purpose. Grantee

EXHIBIT A

- (1) Declaration of covenants by Nixon-Greenbriar Company, Nixon Fairlawn Company and Nixon Thornberry Company dated March 13, 1958 and recorded March 17, 1958 as Document 17156515 relating to use, approval of plans, cost, location, area of buildings to be erected on the land; also noxious or offensive activity, raising of animals, displaying of signs and restricting the use of shrubs and hedges.
- (2) Easements for installation and maintenance of utility and drainage facilities over the rear 10 feet of land as reserved in Document Number 17156515 recorded March 17, 1958.
- (3) Declarations and conditions contained in the Declaration by Nixon-Greenbriar Company, Fairlawn Company and Nixon-Thornberry Company to Nixon Glenview Development Homes Association dated March 18, 1958 and recorded March 18, 1958 as document 17158459 and as amended by instrument recorded October 2, 1963 as Document 18930478 relating to the name of the homeowners association which shall be Westfield Homeowners Association, assessments, amendments and by-laws.
- (4) 30 foot building line along the southeasterly line of the land as disclosed by plat recorded as Document 17053120.
- (5) Easement for the purpose of installing and maintaining all equipment necessary for the purpose of serving the subdivision and other property with telephone, electric, sewer and water service, together with right to overhead aerial service wires over any part of land, and together with right of access thereto, and providing that no permanent building shall be placed on said easement as granted to the Public Service Company of Northern Illinois. The Illinois Bell Telephone Company, the Illinois Municipal Water Company and the Home Owners Association and their respective successors and assigns as shown on the plat recorded October 31, 1975 as Document 17053120 over the Easterly 10 feet of land.
- (6) Provision contained in declaration and by-laws of Westfield Homeowners Association recorded March 18, 1958 as Document 17158459 and amended by document recorded October 2, 1963 as Document 18930478 whereby each owner covenants and agrees to pay the association (1) annual assessments or charges and (2) special assessments for capital improvements; and that the annual and special assessments, together with interest thereon and costs of collection thereof shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made.

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Property

Office