

COOK COUNTY, ILLINOIS  
**UNOFFICIAL COPY**

1990 JUL -5 PM 4:19

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**SPECIAL WARRANTY DEED IN TRUST**

THIS INDENTURE, made this 5 day of July, 1990,  
between

THE FAUCET-QUEENS, INC.

a corporation created and existing under and by virtue of the laws of the State of Delaware and duly authorized to transact business in the State of Illinois, party of the first part, and

FIRST COLONIAL BANK, NW, as Trustee under the provisions of a trust agreement dated the 27th day of June 1990, and known as Trust Number 997 **\$16.00**

party of the second part, WITNESSETH, that the party of the first part, for and in consideration of the sum of TEN and NO/100-----  
-DOLLARS and other good and valuable consideration in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and pursuant to authority of the Board of Directors of said corporation, by these presents does REMISE, RELEASE, ALIEN and CONVEY unto the party of the second part, FOREVER, all the following described real estate, situated in the County of Cook and State of Illinois, known and described as follows, to wit:

Lots 65 and 66 in Palwaukee Business Center, Unit 3, A Subdivision in the South East 1/4 of Section 11, Township 42 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois

Permanent Real Estate Index Number(s): 03-11-410-011-0000 and 03-11-410-012-0000  
Address: 550 Palwaukee Dr., Wheeling, IL 60090

And the party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the party of the second part, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner incumbered or charged, except as provided in Exhibit "A" attached hereto and made a part hereof by this reference, and that the said premises against all persons lawfully claiming the same, by, through or under it, it WILL WARRANT AND DEFEND.

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 are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof: to dedicate parks, streets, highways or alley; to vacate any subdivision or part thereof, and to resubdivide 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, 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 in 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 198 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

Mail to John M. Hawley  
79 W. Montrose St  
Chicago, Ill. 60603  
Box 333

72-59-973 D2

Cook County  
REAL ESTATE TRANSACTION TAX  
REVENUE STAMP  
JUL -530  
525.00

STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
DEPT. OF REVENUE  
525.00

STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
DEPT. OF REVENUE  
525.00

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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 charges of any kind; to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises 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 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, leases 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 the 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 every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate 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 all beneficiaries 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 such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, power, authorities, 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 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 the earnings, avails and proceeds thereof as aforesaid.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be affixed, and has caused its name to be signed to these presents by its President, the day and year first above written.

THE FAUCET-QUEENS, INC.

BY: 

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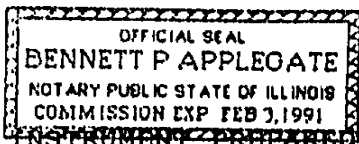
STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, Bennett P. Applegate, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John W. Lehman, personally known to me to be the President of THE FAUCET-QUEENS, INC., a Delaware corporation, ~~and to be the Secretary of said corporation,~~ known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 5<sup>th</sup> day of July, 1990.

Bennett P. Applegate  
NOTARY SEAL

My Commission expires: 2/3/91



~~INSTRUMENT PREPARED~~ BY: Marcus A. Martin, Schiff Hardin & Waite, 7200 Sears Tower, 233 South Wacker Drive, Chicago, Illinois 60606.

AFTER RECORDING, MAIL TO: Barry P. Siegel, Pfeffer, Becker & Carveny, Ltd., 79 West Monroe Street, Suite 1000, Chicago, Illinois 60603.

Box 333  
MAIL TAX BILLS TO: \_\_\_\_\_

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## EXHIBIT A

### PERMITTED TITLE EXCEPTIONS

1. TERMS, PROVISIONS AND LIMITATIONS, AS CONTAINED IN THE NOTICE OF REQUIREMENT FOR STORM WATER DETENTION DATED APRIL 17, 1985 AND RECORDED MAY 10, 1985 AS DOCUMENT 85014854, MADE BY THE PRINCIPAL BENEFICIARY OF LA SALLE NATIONAL BANK TRUST NUMBER 109300, AND BY THE LA SALLE NATIONAL BANK, AS TRUSTEE OF TRUST NUMBER 109300.
2. TERMS, PROVISIONS, CONDITIONS AND LIMITATIONS IN THE GRANT OF COVENANT WAIVING AND RELEASING PRIOR GRANT OF COVENANT (DATED JULY 6, 1984 AND RECORDED AS DOCUMENT 25936551) DATED APRIL 5, 1985 AND RECORDED JULY 5, 1985 AS DOCUMENT 85089775, AND DATED APRIL 12, 1985 AND RECORDED JULY 18, 1985 AS DOCUMENT 85106825 MADE BY LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST NO. 109300, GRANTOR AND OWNER, AND APPROVED, AGREED AND ACCEPTED BY THE VILLAGE OF WHEELING, AN ILLINOIS MUNICIPAL CORPORATION, GRANTEE
3. DECLARATION OF EASEMENTS COVENANTS AND RESTRICTIONS MADE BY LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 13, 1984 AND KNOWN AS TRUST NUMBER 109300, AND NORTHWEST NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 18, 1984 AND KNOWN AS TRUST NUMBER 10-072560-5, RECORDED SEPTEMBER 11, 1986 AS DOCUMENT 86408080.
4. A 35 FOOT BUILDING LINE, AS SHOWN ON PLAT OF PALWAUKEE BUSINESS CENTER UNIT THREE, RECORDED SEPTEMBER 11, 1986 AS DOCUMENT 86408080, OVER THE LAND DESCRIBED AS FOLLOWS:
5. A 17 FOOT BUILDING LINE, AS SHOWN ON PLAT OF PALWAUKEE BUSINESS CENTER UNIT THREE, RECORDED SEPTEMBER 11, 1986 AS DOCUMENT 86408080, OVER THE LAND DESCRIBED AS FOLLOWS:
6. THE PROPERTY IS SUBJECT TO FLOOD RISK BASED ON A LETTER FROM THE ILLINOIS DEPARTMENT OF TRANSPORTATION.
7. RIGHTS, IF ANY, OF THE WHEELING DRAINAGE COMMISSIONERS, IN AND TO THE EAST 1/2 OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 11 AFORESAID, AS DISCLOSED BY THE WARRANTY DEED RECORDED DECEMBER 9, 1915 AS DOCUMENT 5767173.

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8. THE FOLLOWING EASEMENTS APPEAR ON THE PLAT OF PALWAUKEE BUSINESS CENTER UNIT THREE, RECORDED SEPTEMBER 11, 1986 AS DOCUMENT 86408080:

(A) EASEMENTS FOR THE NORTHERN ILLINOIS GAS COMPANY, THE COMMONWEALTH EDISON COMPANY, THE ILLINOIS BELL TELEPHONE COMPANY, THE VILLAGE OF WHEELING, AND CABLENET FOR DRAINAGE OVER THE EAST 25 FEET AND THE WEST 12 FEET, INCLUDING THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF GAS MAINS AND APPURTENANCES, SEWERS, WATER MAINS, DRAINAGE AND APPURTENANCES, INSTALLATION, OPERATION MAINTENANCE AND REMOVAL OF FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND SOUNDS AND SIGNALS.

(B) THE DRAINAGE OF SURFACE WATER WILL NOT BE CHANGED BY THE CONSTRUCTION OF ANY PART OF THE SUBDIVISION, OR IF CHANGED, REASONABLE PROVISIONS MUST BE MADE FOR THE COLLECTION AND DISCHARGE OF SURFACE WATERS INTO PUBLIC OR PRIVATE AREA AND/OR DRAINS.

9. *Terms and provisions of Electric Service Station Agreement dated February 24, 1987 between Commonwealth Edison Co. and Faucet - Queen, etc.*

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