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7507222 JR00107
SPECIAL WARRANTY DEED
IN TRUST

This instrument was prepared by:

Morton Denlow, Esq.
30 South Wacker Drive
Chicago, Illinois 60606

95568719

MAIL TO:

J. Paul Bertsche, Esq.
1900 W. Wolfram
Chicago, Illinois 60657

DEPT-01 RECORDING \$41.00
T#0012 TRAN 6123 08/28/95 13:24:00
#85374 JM *-95-568719
COOK COUNTY RECORDER

SEND SUBSEQUENT TAX BILLS TO:

C.A. Development, L.L.C.
3619 N. Wayne
Chicago, Illinois 60657

THIS INDENTURE, made this 22nd day of August, 1995, between BERTEAU CORPORATION, a corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, party of the first part, and Columbia National Bank as trustee under the provisions of a certain Trust Agreement dated July 18, 1995 and known as Trust Number 4974, 5250 North Harlem, Chicago, Illinois, 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 (\$10.00) 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, and to its successors and assigns, FOREVER, all the following described real estate, situated in the County of Cook and State of Illinois known and described as follows, to wit:

See Legal Description attached hereto and made a part hereof as Exhibit A.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the party of the first part, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the party of the second part, its successors and assigns forever.

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, its successors and assigns, 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 herein recited; and that the said premises, against all persons

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090904
 REVENUE
 STAMP AUG2895
 #.11624
 REAL ESTATE TRANSACTION TAX
 Cook County
 602.50

STATE OF ILLINOIS
 REAL ESTATE TRANSFER TAX
 DEPT. OF REVENUE
 602.50
 AUG2895
 RB.10776
 066747
 COOK
 CO. NO. 016

STATE OF ILLINOIS
 REAL ESTATE TRANSFER TAX
 DEPT. OF REVENUE
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 COOK
 CO. NO. 016

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lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND DEFEND, subject to:

See Exhibit B attached hereto and made a part hereof.

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

BERTEAU CORPORATION, an Illinois corporation

By: Louis Terry
Louis Terry, President

Attest: Barbara Schatzman
Barbara Schatzman, Secretary

CITY OF CHICAGO
REAL ESTATE TAX
DEPT. OF
REVENUE JUN 1982
9037.50

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STATE OF ILLINOIS

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COUNTY OF COOK

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4-61111-0001-100

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Louis Terry, personally known to me to be the President of BERTEAU CORPORATION, an Illinois corporation, and Barbara Schatzman, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they 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 their 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 22nd day of August, 1995.

Lynn A. Nichols

 "Notary Public"
 LYNN A. NICHOLS
 NOTARY PUBLIC, STATE OF ILLINOIS
 Commission Expires 6/12/97

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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 vacate any subdivision or part thereof, and to resubdivide 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 praesenti or in futuro, 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 to 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 real estate, or any part thereof, for other real estate 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 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 the application or 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 every 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, (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 all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that 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 (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, powers, authorities, duties and obligations of its, his or their predecessor in trust.

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This conveyance is made upon the express understanding and condition that neither Columbia National Bank, 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 to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and

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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 of 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, avails 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, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Columbia National Bank 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 not 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.

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EXHIBIT A
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Legal Description

PARCEL 3:

THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION WITH THE WEST LINE OF NORTH KOLMAR AVENUE, SAID POINT OF COMMENCEMENT ALSO BEING THE NORTHEAST CORNER OF LOT 1 IN BLOCK 2 IN CRANDALL'S BOULEVARD ADDITION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15 HAVING AN ASSUMED BEARING OF NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A BASE FOR THE FOLLOWING DESCRIBED COURSES: THENCE DUE EAST FROM SAID POINT OF COMMENCEMENT A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING OF LAND HEREIN TO BE DESCRIBED, THENCE CONTINUING DUE EAST, A DISTANCE OF 230 FEET, THENCE NORTH 31 DEGREES 00 MINUTES 14 SECONDS WEST, A DISTANCE OF 185.83 FEET TO A POINT 9 FEET SOUTHEASTERLY, AS MEASURED RADially, FROM THE CENTER LINE OF A SPUR TRACK OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, AS NOW LOCATED AND ESTABLISHED, THENCE SOUTHWESTERLY ALONG A CURVED LINE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 346.73 FEET AND A CHORD BEARING SOUTH 59 DEGREES 27 MINUTES 32 SECONDS WEST, A CHORD DISTANCE OF 129.88 FEET, AND AN ARC DISTANCE OF 130.66 FEET, SAID CURVED LINE ALSO BEING DISTANT 9 FEET SOUTHEASTERLY FROM THE CENTER LINE OF SAID SPUR TRACK; THENCE SOUTH 48 DEGREES 39 MINUTES 37 SECONDS WEST, A DISTANCE OF 30.34 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 00 SECONDS EAST, A DISTANCE OF 73.24 FEET TO THE POINT OF BEGINNING. ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 15 WITH THE WEST LINE OF NORTH KOLMAR AVENUE, SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION HAVING AN ASSUMED BEARING OF NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST; THENCE DUE EAST FROM SAID POINT OF COMMENCEMENT ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4, 280 FEET, THENCE NORTH 31 DEGREES 00 MINUTES 14 SECONDS WEST, 185.83 FEET TO A POINT 9 FEET SOUTHERLY, AS MEASURED RADially, FROM THE CENTER LINE OF A SPUR TRACK OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, AS NOW LOCATED, FOR THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE EASTERLY ON A CURVED LINE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 346.73 FEET AND A CHORD BEARING NORTH 71 DEGREES 35 MINUTES 15 SECONDS EAST, A CHORD DISTANCE OF 16.08 FEET; THENCE EASTERLY ON A CURVED LINE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 383.27 FEET AND A CHORD BEARING NORTH 80 DEGREES 26 MINUTES 34 SECONDS EAST, A CHORD DISTANCE OF 62.96 FEET; THENCE NORTH 0 DEGREES 19 MINUTES 10 SECONDS EAST 64.23 FEET TO A POINT 15 FEET SOUTHERLY OF, AS MEASURED RADially FROM THE CENTER LINE OF A NORTHWESTERN RAILWAY COMPANY TRACK, AS NOW LOCATED, THENCE WESTERLY ON A CURVED LINE CONCAVE TO THE SOUTH AND 15 FEET SOUTHERLY OF SAID RAILROAD TRACK, AND HAVING A RADIUS OF 561.54 FEET AND A CHORD

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BEARING SOUTH 57 DEGREES 50 MINUTES 35 SECONDS WEST, A CHORD DISTANCE OF 297.44 FEET TO A POINT 10.65 FEET EAST OF THE WEST LINE OF KOLMAR AVENUE EXTENDED NORTH; THENCE SOUTH 0 DEGREES 17 MINUTES 00 SECONDS EAST, PARALLEL WITH SAID WEST LINE OF KOLMAR AVENUE, 25.96 FEET TO A POINT 54.86 FEET NORTH OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID SOUTHWEST 1/4; THENCE NORTH 59 DEGREES 03 MINUTES 37 SECONDS EAST 67 FEET; THENCE NORTH 48 DEGREES 39 MINUTES 37 SECONDS EAST 6.09 FEET; THENCE EASTERLY ALONG A CURVED LINE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 346.73 FEET AND A CHORD BEARING NORTH 59 DEGREES 27 MINUTES 32 SECONDS EAST, A CHORD DISTANCE OF 129.87 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF NORTH KOLMAR AVENUE WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 35, THENCE EAST ALONG SAID SOUTH LINE, A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 0 DEGREES 17 MINUTES 00 SECONDS WEST A DISTANCE OF 73.24 FEET, THENCE NORTH 48 DEGREES 39 MINUTES 37 SECONDS EAST, A DISTANCE OF 24.25 FEET TO A POINT ON THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF A WAREHOUSE BUILDING; THENCE SOUTH 59 DEGREES 03 MINUTES 37 SECONDS WEST A DISTANCE OF 67.00 FEET; THENCE SOUTH 35 DEGREES 50 MINUTES EAST, A DISTANCE OF 67.67 FEET TO THE POINT OF BEGINNING, IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS.

PARCEL 6:

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF NORTH KOLMAR AVENUE WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE EAST ALONG SAID SOUTH LINE, A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 35 DEGREES 50 MINUTES WEST, A DISTANCE OF 67.67 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 00 SECONDS EAST, A DISTANCE OF 55.7 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, THENCE EAST ALONG SAID SOUTH LINE A DISTANCE OF 39 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 7:

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF NORTH KOLMAR AVENUE AND THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE NORTH 90 DEGREES 00 MINUTES EAST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15 A DISTANCE OF 10.65 FEET; THENCE NORTH 00 DEGREES 17 MINUTES WEST PARALLEL WITH THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID NORTH KOLMAR AVENUE, A DISTANCE OF 80.82 FEET TO A POINT DISTANT 15 FEET SOUTHEASTERLY, MEASURED RADially, FROM THE CENTER LINE OF CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY CONNECTING TRACK ICC NO. A-243, AS SAID TRACK IS NOW LOCATED; THENCE SOUTHWESTERLY TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15 ALONG A CURVED LINE 15 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID CONNECTING TRACK, WHICH CURVE HAS A RADIUS OF 561.54 FEET, CONCAVE TO THE SOUTHEAST, AND IS SUBTENDED BY A 100.21 FOOT CHORD LINE WHICH BEARS SOUTH 36 DEGREES 14 MINUTES 40 SECONDS WEST; THENCE CONTINUING SOUTHWESTERLY ON THE AFORESAID CURVED LINE TO THE SOUTH LINE OF LOT 2 IN BLOCK 1 OF CRANDALL'S BOULEVARD ADDITION TO MONTROSE, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, AFORESAID, SAID CURVE BEING SUBTENDED BY A 65.08 FOOT CHORD LINE WHICH BEARS SOUTH 26 DEGREES 58 MINUTES 40 SECONDS WEST; THENCE NORTH 90 DEGREES 00 MINUTES EAST ALONG THE SOUTH LINE OF SAID LOT 2, 78.69 FEET TO THE WEST LINE OF NORTH KOLMAR AVENUE; THENCE NORTH 00 DEGREES 17 MINUTES WEST ALONG THE WEST LINE OF NORTH KOLMAR AVENUE, 58.00 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers: 13-15-306-059-0000; 13-15-317-048-0000; 13-15-306-051-0000;
13-15-306-056-0000; 13-15-306-044-0000

Common Address: 4444-4514 W. Berteau, Chicago, Illinois

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EXHIBIT B

1. General taxes not yet due and payable for 1994 and subsequent years.
2. Railroad right of way, switch and spur tracks, if any.
3. Covenant contained in deed recorded as Document 24565183:

(A) That drainage conditions on the above described real estate shall not be altered in any manner which would affect adversely, the existing drainage flowing to or from the remaining real estate of the Grantor, its successors and assigns. (Affects Parcel 7)

4. Covenants and restrictions contained in deed from Chicago and North Western Transportation Company to Sheridan Beverage Company dated March 19, 1974 and recorded March 22, 1974 as Document 22662573 which does not contain a reversionary or forfeiture clause, to wit:

(A) Reservation in Grantor to maintain, operate, use, reconstruct and replace existing utilities, including conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires, and easements.

(B) Provision for relocation of communication poles and wires as a result of subsequent construction and reservation in Grantor to attach said lines to buildings to be constructed on said real estate. (Affects Parcel 5)

5. Easement created by Deed from Chicago Northwestern Railway Company to B and B Packing Company, corporation of Delaware, for the construction, repair, maintenance and use of a sewer line, water line and other utility lines in, under and upon the land, dated December 8, 1965 and recorded December 10, 1965 as Document 19680543.

(Affects that part of the land falling within:

A strip of land fifteen feet in width in the north ½ of the southwest ¼ of Section 15, Township 40 North, Range 13 east of the third principal meridian, bounded and described as follows:

Beginning at a point of intersection of the south line of the north ½ of the southwest ¼ of said section with the west line of the north Kolmar Avenue; thence north ninety degrees, 00 minutes 00 seconds east, along the south line of the north ½ of the southwest ¼ of said section to be used as a base for the following described course 15 feet; thence north 0 degrees, 17 minutes, 0 seconds west, 185.67 feet; thence south 83 degrees, 23 minutes, 0 seconds west, 15.09 feet; thence south of degrees, 17 minutes, 0 seconds east, 183.93 feet to the point of beginning).

And the covenants and conditions therein contained.) (Affects Parcels 7, 6, 5 and the westerly 4.35 feet more or less of Parcel 4.)

6. Easement reserved onto Chicago and Northwestern Transportation Company, its successors and assigns, and those whom it may elect, the right in common with the grantee, Sheridan

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Beverage Company, its successors and assigns, as contained in deed recorded August 2, 1978 as Document 24565183:

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(A) To use for roadway purposes the following described real estate, to wit:

A strip of land 16 feet in width upon and across said above described real estate, the Northeasterly line of said strip being the Northwesterly extension of the Northeasterly line of an easement dated March 20, 1974 between the Grantee and the Grantor, recorded in the Office of the Recorder of Deeds in and for Cook County, Illinois, on March 24, 1974 as Document 22663041.

Grantee further agree to relocate the existing driveway upon the said 16 foot strip, at its sole cost and expense, and in a manner satisfactory to Grantor's chief engineer, or his representative, so as to connect with Grantor's existing driveway Northwesterly of said real estate. Said roadway to be of a similar type and grade as the existing roadway grantor, its successors and assigns, assumes no responsibility for any cost in connection with the construction and reconstruction, maintenance or repair of said roadway. Also, excepting and reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to protect, maintain, operate and use, reconstruct and replace all other existing utilities, including conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and easements of any kind whatsoever on said premises by the acceptance of this conveyance, the Grantee, for itself its successors and assigns, agrees

1. That before any construction or change in grade takes place upon the real estate hereby conveyed Grantee will submit plans and specifications to Grantor for its written approval and if such plans will require a retaining wall to protect the remaining real estate of the Grantor, its successors and assigns, the Grantee will at its sole cost and expense, construct and maintain such retaining wall in accordance with the plans and specifications approved by Grantor's chief engineer, or his representative as contained in deed recorded August 2, 1978 as Document 24565183.

(Affects Parcel 7)

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