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 COOK COUNTY RECORDER

Above Space For Recorder's Use Only

**DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS**

This Declaration of Covenants, Conditions and Restrictions (the "Declaration") is made as of the 14th day of December, 1995 by LaSalle National Trust, N.A., not individually but as trustee under a Trust Agreement dated October 1, 1986, and known as Trust No. 111512 ("Declarant").

A. Declarant is the record title owner of the real estate located in Cook County, Illinois, and legally described in Exhibit A attached hereto and by this reference made a part hereof (the "Property").

B. CPC Advisors No. 1, L.L.C. ("CPC") is the mortgagee under a certain Mortgage, Security Agreement, Assignment of Leases and Rents and Financing Statement recorded with the Recorder of Deeds of Cook County, Illinois on September 20, 1994 as Document No. 94821083 (the "Mortgage"), which encumbers certain property east of and adjoining a portion of the Property, legally described in Exhibit B attached hereto and by this reference made a part hereof (the "Mortgaged Property").

This Instrument was prepared by
 and return to:
 Sidney G. Saltz
 Jenner & Block
 One IBM Plaza
 Chicago, Illinois 60611



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C. Declarant has requested the consent of CPC to a certain Access Easement Agreement creating an easement on the Mortgaged Property, and CPC has agreed to grant such consent, conditioned upon the declaring by Declarant of the covenants, conditions and restrictions contained herein.

NOW, THEREFORE, Declarant declares and covenants that the Property is and shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, conditions and restrictions hereinafter set forth.

1. Declarant shall not construct any commercial office building on the Property without the prior written consent of CPC or its successors or assigns (so long as the Mortgage shall remain in full force and effect and unreleased) or of the then owner of the Mortgaged Property and its Mortgagee (if there shall be a foreclosure of the Mortgage or a deed in lieu of foreclosure of the Mortgage) (individually, a "Benefitted Party" and collectively, the "Benefitted Parties"). The consent may be withheld in any Benefitted Party's discretion.

2. The covenants, conditions and restrictions contained herein shall expire as to the parcel of the Property (the "Hotel Parcel") described in Exhibit C attached hereto and by this reference made a part hereof only, when and if there shall be issued by the Village of Westchester, as to the Hotel Parcel, of a certificate of occupancy for use of the Hotel Parcel as a hotel, as evidenced by the recording of such certificate of occupancy by or on behalf of the then owner of the Hotel Parcel.

3. The covenants, conditions and restrictions contained herein shall expire entirely upon the recording of a release of the Mortgage, or if there shall be a foreclosure of the Mortgage or a deed in lieu of foreclosure of the Mortgage, then the covenants, conditions and restrictions contained herein shall expire on the twentieth anniversary of the recording of this Declaration.

4. The covenants, conditions and restrictions contained herein shall run with the land and shall be binding upon Declarant and its successors and assigns, and shall inure to the benefit of CPC and the Benefitted Parties.

5. This Declaration is executed by LaSalle National Trust, N.A., not individually but as Trustee under a Trust Agreement dated October 1, 1986, and known as Trust No. 111512 in the exercise of the power and authority conferred upon and vested in it as such Trustee. All of the terms, provisions, stipulations, covenants and conditions to be performed by LaSalle National Trust, N.A. are undertaken by it solely as Trustee as aforesaid, and are not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LaSalle National Trust, N.A. by reason of any of the

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terms, provisions, stipulations, covenants and/or statements contained in this Declaration.

The undersigned has executed this Declaration of Covenants, Conditions and Restrictions as of the day and year first above written.

Attest:

LaSalle National Trust, N.A., not
individually but as trustee as
aforesaid

By: Nancy A. Black
Assistant Secretary

By: [Signature]
Its: VICE PRESIDENT

SGS51171.DEC

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EXHIBIT A

Legal Description of the Property

PARCEL 1:

THE EAST ½ OF THE WEST ½ OF THE EAST ½ OF THE NORTH WEST ¼
OF THE NORTH EAST ¼ OF SECTION 30, TOWNSHIP 39 NORTH, RANGE
12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

PARCEL 2

THE WEST ½ OF THE EAST ¼ OF THE NORTH WEST ¼ OF THE NORTH
EAST ¼ OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Property: 11321-11333 West 22nd Street
Westchester, Illinois

PIN: 15-30-200-017
15-30-200-014

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EXHIBIT B

Legal Description of the Mortgaged Property

PARCEL 5 OF LOT 1 IN WESTBROOK CORPORATE CENTER P.U.D. BEING A SUBDIVISION OF PART OF THE NORTHEAST ¼ OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE SURVEY ATTACHED AS EXHIBIT C TO THE INSTRUMENT RECORDED JULY 27, 1990 AS DOCUMENT NUMBER 90-362816, IN COOK COUNTY, ILLINOIS.

Address of Property: Five Westbrook Corporate Center
Westchester, Illinois

PIN: 15-30-200-046

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