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PREPARED BY:
Carl J. Schiessi, Esq.
Phoenix Home Life Mutual Insurance Company
One American Row
Hartford, Connecticut 06102-5056

Return to:
Michael J. Tuchman, Esq.
Levenfeld, Eisenberg, Janger & Glassberg
33 West Monroe Street, 21st Floor
Chicago, Illinois 60603-5448

SPECIAL WARRANTY DEED

PHOENIX HOME LIFE MUTUAL INSURANCE COMPANY, a New York corporation, formerly known as Phoenix Mutual Life Insurance Company, a Connecticut corporation ("Grantor") for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, **GRANTS, BARGAINS and SELLS** to COLE TAYLOR BANK, not individually but as Trustees of LAND TRUST NO. 97-7489, an Illinois land trust, established on September 8, 1997 ("Grantee") whose address is c/o Vision Realty Partners, Ltd., 8833 Gross Point Road, Suite 204, Skokie, Illinois 60077, the real estate situated in Cook County, Illinois, and being more particularly described in Exhibit A attached hereto and incorporated herein by reference ("Property"). This conveyance is made and accepted subject to all matters set forth in Exhibit B, attached hereto and incorporated herein by reference ("Permitted Exceptions").

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind itself and its successors to warrant and forever defend the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

EXECUTED as of the 11th day of November, 1997.

PHOENIX HOME LIFE MUTUAL
INSURANCE COMPANY, a New York
corporation

SEAL:

By: Laurence P. Fleming
Name: Laurence P. Fleming
Title: Vice President

BOX 333-CTI

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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 and to vacate any subdivision or part thereof, and to subdivide 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 presenti 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 199 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 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 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 relations 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 of 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 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.

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THE WEST 2 ACRES (EXCEPT THE SOUTH 50 FEET THEREOF) OF THE EAST 4 ACRES OF THE WEST 10 ACRES OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 2 ACRES OF THE WEST 6 ACRES OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 50 FEET THEREOF TAKEN IN CASE NO. 70L1934 BY THE COUNTY OF COOK), IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT AS CREATED BY NON-EXCLUSIVE EASEMENT AGREEMENT AMONG THE VILLAGE OF NORTHBROOK; LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 16, 1978 AND KNOWN AS TRUST NUMBER 10-33602-09; AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 8, 1983, AND KNOWN AS TRUST NUMBER 60300, WHICH EASEMENT AGREEMENT IS DATED SEPTEMBER 11, 1985, AND RECORDED DECEMBER 12, 1985, AS DOCUMENT 85320712, FOR INGRESS, EGRESS, AND DRIVEWAY OVER THOSE PORTIONS, AS DEPICTED ON EXHIBIT B TO SAID DOCUMENT, OF THE FOLLOWING DESCRIBED THREE PARCELS OF LAND:

PARCEL A:

THE NORTH 1 ACRE OF THE WEST 2 ACRES OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL B:

THE WEST 16 FEET OF THE SOUTH 1 ACRE OF THE WEST 2 ACRES (EXCEPT THE SOUTH 50 FEET OF THE WEST 16 FEET) OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL C:

THE WEST 4 ACRES (EXCEPT THEREFROM THE FOLLOWING: THE NORTH 1 ACRE OF THE WEST 2 ACRES THEREOF; THE WEST 16 FEET OF THE SOUTH 1 ACRE OF THE WEST 2 ACRES THEREOF, AND THE SOUTH 50 FEET THEREOF) OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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3330-40 DUNDAS RD, NORTHBROOK, IL

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EXHIBIT B

PERMITTED EXCEPTIONS

1. All presently existing and future liens against the Property for unpaid real estate taxes, assessments and water and sewer charges which are prorated as of the Closing.
2. All present and future zoning, building, environmental and other laws, ordinances, codes and regulations of any governmental agency having jurisdiction.
3. Rights of tenants in possession pursuant to the leases as listed in on the rent roll provided to Grantee.
4. Such facts as an accurate, current survey of the Property and a personal inspection thereof would disclose, including, without limitation, all rights, easements and agreements, whether or not of record, for the creation and/or maintenance of water, gas, electric, telephone, sewer and other utilities, and such pipelines, poles, wires, conduits and other like facilities and appurtenances thereto.
5. Restrictive covenant executed by Bernard Bensman in favor of the Village of Northbrook recorded July 22, 1968 as Document 20558004 relating to building of structures, use of the land, construction of a Service Drive, ingress and egress and granting of easements. Agreement to amend covenant recorded July 17, 1985 as Document 85106343 and amended by document recorded July 17, 1985 as Document 85106344. Agreement to amend covenant recorded July 17, 1985 as document 85016343 and amended by document recorded July 17, 1985 as Document 85106344.
6. Easement in, upon, under, over and along the west 10 feet of the East 45 feet of the land to install and maintain all equipment for the purpose of serving the land and other property with gas service, together with right of access to said equipment, as created by grant to the Northern Illinois Gas Company recorded October 6, 1978 as document 24661154
7. Easement to install and maintain all equipment for the purpose of serving the land and other property with telephone and electric service, together with right of access to said equipment, as created by grant to the Commonwealth Edison Company and the Illinois Bell Telephone Company recorded October 27, 1978 as Document 24691350.
8. Restrictive covenants executed by Wesley L. Brown and Regina W. Brown, his wife, signed January 22, 1968 and recorded July 22, 1968 as document 20558010, relating to structures to be built on the land, use of the land, building of Service Drive, ingress and egress, etc., which covenants runs to the benefit of the Village of Northbrook.
9. Easement to install and maintain all equipment for the purpose of serving the land and other property with electric service, together with the right to said equipment, as created by grant to the Commonwealth Edison Company recorded January 30, 1985 as Document 27424305.
10. Easement granted to the Village of Northbrook for a perpetual easement to survey, construct, operate, maintain, test, inspect, repair, control, remove replace or abandon in

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place sanitary sewer, water main and sidewalk facilities in, along and upon the land together with reasonable rights of ingress and egress as necessary, as shown on plat attached thereto as Exhibit "C" in Instrument recorded July 13, 1984 as Document 27171232.

11. Encroachment of the northwest corner of the bi-level brick and metal sided building located on Parcel 2 on and over the easement noted at exception Number 9, as disclosed by survey by Certified Survey Co. No. 775536, Dated December 18, 1985, and by survey by survey by Certified Survey Co. No. 775536, dated October 2, 1997.
12. Terms, provisions and conditions of easement Agreement between the Village of Northbrook, American National Bank and Trust Company, as Trustee under Trust Number 63565, and others, and recorded December 12, 1985 as Document 85320712, relating to an easement for water main facilities which includes, among other duties, the written consent of the Village prior to the owners granting other easements onto said land.
13. Terms, provisions, and conditions contained in the instrument creating reciprocal easements over the land described in Parcels 1 and 2 of Schedule A and the land west and adjoining said Parcels 1 and 2, dated September 11, 1985, and recorded December 12, 1985, as Document Number 85320712.

