

EXHIBIT "A"

This conveyance is made and accepted upon each of the following stipulations, restrictions and conditions which are hereby made covenants running with the land, and which shall apply to and be binding upon the purchaser, its successors or assigns.

1. That no building shall at any time be erected on the said premises within twenty-five (25) feet of any street right-of-way adjoining the same, within ten (10) feet from all side boundary lines, or within fifteen (15) feet from the rear boundary line of the premises.

2. No loading dock shall be erected on the said premises fronting on any street, unless the front of such loading platform shall be set back at least sixty (60) feet from the property line abutting the street on which said loading dock fronts.

3. The grantee agrees to provide on the premises off-street automobile hard surface parking areas of blacktop, asphalt or other recognized hard surfaces, based on a minimum rate of one 300-square-foot space for each two (2) employees employed on the premises by the original occupants thereof, and to treat the side slopes of any drainage ditch on the property with either sod, asphalt, pavement or riprap.

4. All buildings erected on the property shall be of masonry construction or its equivalent or better. Front walls facing on streets of such buildings must be finished with face brick, stone, modern metal paneling, glass or their equivalent. Other walls shall be faced with common brick or its equivalent.

5. Grantee agrees that the area between the setback lines and the curb lines shall be used for either open landscaped and green areas or for service access to the building, or to a parking lot. Landscaped areas shall be done attractively with lawns, trees, shrubs and similar treatment and shall be properly maintained in a sightly and well-kept condition.

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6. Water towers, water tanks, stand pipes, penthouses, elevators or elevator equipment, stairways, ventilating fans or similar equipment required to operate and maintain the building, fire or parapet walls, skylights, tanks, cooling or other towers, wireless radio or television masts, roof signs, flagpoles, chimneys, smokestacks, gravity flow storage, and mixing towers or similar structures may exceed a height of fifty (50) feet from the established building grade only with the approval of grantor. By the above, no restriction is intended as to building heights.

7. The grantor retains such right-of-way and easements as may be necessary or convenient for the purpose of erecting, constructing, maintaining and operating utility services over, across, under and through the premises in the designated setback areas between the building lines and the property lines, including public service wires and conduits for lighting, power and telephone, gas lines, sanitary sewer, storm sewer and water, and the grantor shall have the right to grant right-of-way easements to others to carry out this purpose. Any contract for the laying of such lines, wires, conduits, pipes or sewers shall also provide that the premises shall be restored to the same condition they were in prior to the doing of such work.

8. Storage yards for equipment, raw materials, semi-finished or finished products shall be enclosed by solid wall or fence including solid doors or gates thereto at least six (6) feet high.

9. The premises shall not be used or maintained as a dumping ground. Rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. No fence, wall, hedge or shrub, plant or tree which obstructs site lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner

within the triangular area formed by street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines.

11. Each of the foregoing covenants, conditions and restrictions shall run with the land hereby conveyed, and a breach of any one of them and a continuance thereof may, at the option of the grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings. It is understood, however, that the breach of any of the foregoing covenants, conditions and restrictions shall not defeat or render invalid the lien of any mortgage on the premises made in good faith and for value; provided, however, that any breach or continuance thereof may be enjoined, abated or remedied by the proper proceedings as aforesaid; and provided further, that each and all of the foregoing covenants, conditions and restrictions shall at all times remain in full force and effect against said premises or any part thereof, title to which is obtained by foreclosure of any such mortgage.

12. The conditions of this contract shall survive the deed given pursuant hereto.

13. The conditions and covenants herein contained shall terminate and be of no further effect after thirty (30) years from October 1, 1969.

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This Indenture Witnesseth, That the Grantor

THOMAS E. WOELLELE, a bachelor

of the County of Cook and the State of Illinois for and in consideration of

TEN AND NO/100 Dollars,

and other good and valuable consideration in hand paid, Conveys and Warrants unto LASALLE NATIONAL

BANK, a national banking association, of 135 South La Salle Street, Chicago, Illinois, its successor or successors as Trustee under the

provisions of a trust agreement dated the 20th day of August 1985 known as Trust Number

110217, the following described real estate in the County of Cook and State of

Illinois, to-wit:

Lot 27 in Centex-Schaumburg Industrial Park Unit 154, being a Subdivision in the North 1/2 of Section 33, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

SUBJECT TO restrictions contained in Exhibit "A" attached hereto.

This deed is being re-registered to correct the legal description in a deed originally registered as document #3463406.

Property Address: 938-40 Lunt Ave., Schaumburg, Illinois

Permanent Real Estate Index No. 07-33-101-023

TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts and for uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision of 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 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 99 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 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, leased 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, powers, 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.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note 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 cases made and provided.

And the said grantor, hereby expressly waived and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, aforesaid has hereunto set his hand and seal this

22nd day of August 1985

THOMAS E. WOELLELE (Signature and Seal)

(SEAL)

(SEAL)

adpts  
7/10/85-600-100-100-100  
55% Description affects lot 27  
created by 3197AD from CTE 12/18/83  
DO NOT RE-REGISTER

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BOX 350

Deed in Trust

WARRANTY DEED

ADDRESS OF PROPERTY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO

LaSalle National Bank  
TRUSTEE

8027 AP

Trust to: Joseph R. Almirante  
333 N. Adams St. #357  
Chicago Illinois 60606

Property of Cook County Clerk's Office

FILED  
CHICAGO

(217)  
deed  
m

285215

MAR 2 1985

Notary Public Commission Expires August 9, 1988

RECEIVED  
MAY 11 1985

Notary Public in and for said County, in the State aforesaid, do hereby certify that  
THOMAS E. MORLIE, a bachelor  
personally known to me to be the same person whose name \_\_\_\_\_  
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged  
that \_\_\_\_\_ signed, sealed and delivered the said instrument as  
his \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth, including  
the release and waiver of the right of homestead  
and \_\_\_\_\_  
GIVEN under my hand \_\_\_\_\_  
day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_  
Notary Public \_\_\_\_\_

286/21

STATE OF ILLINOIS  
COUNTY OF COOK  
SS  
Attest: \_\_\_\_\_  
Notary Public