

UNOFFICIAL COPY

3579646

TRUSTEE'S DEED



IN TRUST

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made this 18th day of DECEMBER, 19 86, between CHICAGO TITLE AND TRUST COMPANY, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 1st day of JULY, 19 68, and known as Trust Number 52300 party of the first part, and USAMERIBANC/ELK GROVE, AS TRUSTEE, u/t/n 2502 DTD 11-7-86, whose address is: 100 E. HIGGINS, ELK GROVE VILLAGE, IL 60007 party of the second part. WITNESSETH, That said party of the first part, in consideration of the sum of TEN AND 00/100-

DOLLARS, and other good and valuable considerations in hand paid, does hereby convey and quitclaim unto said party of the second part, the following described real estate, situated in COOK County, Illinois, to-wit:

Lot 33 in Centex-Schaumburg Industrial Park Unit 179, being a subdivision in the North Half 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.

NOTE: This Deed will replace Deed dated December 8, 1986, a copy of which is attached hereto as Exhibit "B"

PERMANENT INDEX NO. 07-33-203-047 AEO

together with the tenements and appurtenances thereunto belonging. TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part.

THIS CONVEYANCE IS MADE PURSUANT TO DIRECTION AND WITH AUTHORITY TO CONVEY DIRECTLY TO THE TRUST GRANTEE NAMED HEREIN. THE POWERS AND AUTHORITY CONFERRED UPON SAID TRUST GRANTEE ARE RECITED ON THE REVERSE SIDE HEREOF AND INCORPORATED HEREIN BY REFERENCE.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery 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 Assistant Vice President and attested by its Assistant Secretary, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY As Trustee aforesaid,

By *[Signature]* Assistant Vice-President

Attest *[Signature]* Assistant Secretary



STATE OF ILLINOIS, COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY; Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act; and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal DECEMBER 18, 1986 Date

[Signature] Notary Public

MY COMMISSION EXPIRES 3-14-90

NAME *[Signature]*
STREET *[Signature]*
CITY *[Signature]*

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

THIS INSTRUMENT WAS PREPARED BY:
TOM SZYMCZYK

INSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER
TRUSTEE'S DEED (Recorder's) - Non-Joint Tenancy

111 West Washington Street
Chicago, Illinois 60602

COOK DO NOT 016
1 3 8 2 3 8



STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE
30.25

Stamp: REAL ESTATE TRANSACTION TAX, 30.25, Cook County

Document Number

3579646

Vertical text on the left margin: 70-91-594, 70-91-593, 70-91-592, 70-91-591, 70-91-590, 70-91-589, 70-91-588, 70-91-587, 70-91-586, 70-91-585, 70-91-584, 70-91-583, 70-91-582, 70-91-581, 70-91-580, 70-91-579, 70-91-578, 70-91-577, 70-91-576, 70-91-575, 70-91-574, 70-91-573, 70-91-572, 70-91-571, 70-91-570, 70-91-569, 70-91-568, 70-91-567, 70-91-566, 70-91-565, 70-91-564, 70-91-563, 70-91-562, 70-91-561, 70-91-560, 70-91-559, 70-91-558, 70-91-557, 70-91-556, 70-91-555, 70-91-554, 70-91-553, 70-91-552, 70-91-551, 70-91-550, 70-91-549, 70-91-548, 70-91-547, 70-91-546, 70-91-545, 70-91-544, 70-91-543, 70-91-542, 70-91-541, 70-91-540, 70-91-539, 70-91-538, 70-91-537, 70-91-536, 70-91-535, 70-91-534, 70-91-533, 70-91-532, 70-91-531, 70-91-530, 70-91-529, 70-91-528, 70-91-527, 70-91-526, 70-91-525, 70-91-524, 70-91-523, 70-91-522, 70-91-521, 70-91-520, 70-91-519, 70-91-518, 70-91-517, 70-91-516, 70-91-515, 70-91-514, 70-91-513, 70-91-512, 70-91-511, 70-91-510, 70-91-509, 70-91-508, 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70-91-48, 70-91-47, 70-91-46, 70-91-45, 70-91-44, 70-91-43, 70-91-42, 70-91-41, 70-91-40, 70-91-39, 70-91-38, 70-91-37, 70-91-36, 70-91-35, 70-91-34, 70-91-33, 70-91-32, 70-91-31, 70-91-30, 70-91-29, 70-91-28, 70-91-27, 70-91-26, 70-91-25, 70-91-24, 70-91-23, 70-91-22, 70-91-21, 70-91-20, 70-91-19, 70-91-18, 70-91-17, 70-91-16, 70-91-15, 70-91-14, 70-91-13, 70-91-12, 70-91-11, 70-91-10, 70-91-9, 70-91-8, 70-91-7, 70-91-6, 70-91-5, 70-91-4, 70-91-3, 70-91-2, 70-91-1

RECORDING DELIVERY

UNOFFICIAL COPY

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 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 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 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 195 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 consideration as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the way 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 case made and provided.

673

2/25/59
1777/11

IN DUPLICATE

09/07/59

REGISTRATION OF TITLES
1959 FEB 23 11:28
579753

MSM

MSM
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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 establish 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

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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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Property of Cook County Clerk's Office

11/15/2010



THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made this 8th day of DECEMBER, 1986, between CHICAGO TITLE AND TRUST COMPANY, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 1st day of JULY, 1968, and known as Trust Number 52300 party of the first part, and WILLIAM DEPPEN, A MARRIED PERSON, whose address is: 2345 WEST ROSCOE, CHICAGO, IL 60618

WITNESSETH, That said party of the first part, in consideration of the sum of TEN AND 00/100----- party of the second part. -----DOLLARS, and other good and valuable considerations in hand paid, does hereby convey and quitclaim unto said party of the second part, the following described real estate, situated in COOK County, Illinois, to-wit:

The East 143 feet of the following described tract of land: That part of the North 302.46 feet of the South 754.96 feet (as measured at right angles to the South line thereof) of the North Half of Section 33, Township 41 North, Range 20 East of the Third Principal Meridian, lying East of a line drawn perpendicular to the South line of Lot "C" in Centex-Schaumburg Industrial Park Unit 1, being a subdivision in the North Half of Section 33 aforesaid, through a point therein 1182.10 feet East of the Southwest corner of Lot "C" aforesaid, and lying West of a line drawn perpendicular to the South line of Lot "C" in Centex-Schaumburg Industrial Park Unit 1 aforesaid, through a point therein 1625.10 feet East of the Southwest corner of Lot "C" aforesaid, in Cook County, Illinois.

SUBJECT TO: Restrictions contained in Exhibit "A" attached hereto.

PERMANENT INDEX NO. _____

together with the tenements and appurtenances thereunto belonging. TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

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

CHICAGO TITLE AND TRUST COMPANY, as Trustee as aforesaid.

By: *[Signature]* Assistant Vice-President

Attest: *[Signature]* Assistant Secretary



This space for affixing riders and revenue stamps

Document Number

3579646

STATE OF ILLINOIS,) ss.
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal DECEMBER 8, 1986

Date

[Signature]

Notary Public

DELIVERY INSTRUCTIONS

NAME

STREET

CITY

OR

RECORDER'S OFFICE BOX NUMBER

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

THIS INSTRUMENT WAS PREPARED BY:
TOM SZYMCZYK

111 West Washington Street
Chicago, Illinois 60602

UNOFFICIAL COPY

Property of Cook County Clerk's Office