

EXHIBIT A  
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Lot 23 (Except that part taken for street in case 81L7260) and Lots 24, 25, and 26 in Gurr's Second Homestead Subdivision of part of West 1/2 of West 1/2 of East 1/2 of South East 1/4 of Section 16, Township 40 North, Range 12 East of the third principal meridian, in Cook County, Illinois as per plat registered May 16, 1924 as document 217617.

Permanent Real Estate Index Nos.

Volume 064 12-16-403-045-0000  
064 12-16-403-046-0000  
064 12-16-403-047-0000  
064 12-16-403-048-0000

The title herein conveyed is subject to the following:

Subject to:

1. (a) taxes and assessments (both general and special) not now due and payable; (b) zoning ordinances, subdivision and planning laws and regulations and building code restrictions and all laws, rules and regulations relating to land and structures and their use, including but not limited to governmental regulations relating to buildings, building construction, building line and use and occupancy restrictions, and violations of any of the foregoing; (c) easements, conditions, agreements and restrictions of record; (d) such a state of facts as an accurate survey might show; and (e) all legal roads and highways.
2. Grantee agrees that for a period of fifteen (15) years from and after the date of this conveyance, the premises shall not be used for the sale, marketing, storage or advertising of petroleum fuels, except those sold or marketed by Marathon Petroleum Company, and that this restriction shall be a covenant running with the land and shall be contained in and made a part of every deed, mortgage, lease or other instrument affecting the title to said premises. Provided, however, that this restriction will no longer be effective if Marathon Petroleum Company ceases to market petroleum fuels or is unable to supply the business located on subject property.
3. Grantor shall have the option to repurchase the subject premises, improvements and equipment, free of all right of dower, in the event Grantee desires to sell the premises, by tendering payment to Grantee in the amount of One Hundred Ten Thousand and No/100 Dollars (\$110,000.00) together with interest of five percent (5) per annum accrued thereon from date of conveyance to Grantee and together with reimbursement for the cost of any capital improvements made to the premises by Grantee, depreciated at a rate of ten percent (10%) per annum, and in such event, Grantee shall reconvey the premises to Grantor free and clear of all covenants, restrictions, easements, liens and encumbrances except those which existed as of the date of conveyance of the premises to Grantee.
4. Alternatively, and in addition to the repurchase option above, Grantor and Grantee further covenant and agree that Grantor shall have the right of first refusal to repurchase the subject premises, improvements and equipment, free of all right of dower, in the event Grantee desires to sell for any reason whatsoever, and if at such time Grantee has received an acceptable bona fide written offer from a third party to purchase the premises. Prior to Grantee's accepting said offer of third party, Grantee shall provide Grantor with a copy of same and Grantor shall have the option exercisable within thirty (30) days from and after receipt thereof, to either repurchase the premises upon the same price and

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- terms contained in said offer, or to elect to repurchase the property pursuant to the terms and conditions of Paragraph 3. above. This right of first refusal shall apply to any purchase offer from a third party which grantee wishes to accept, including those at a lesser price than the repurchase option price referred to in 3. above, and no sale shall be binding unless this provision is complied with, regardless of whether grantor has previously declined to exercise its repurchase option under 3. above.
5. The restrictive covenants 3, and 4, above are part of the consideration for this conveyance running from grantor to grantee and the purchase price was reduced because of same. Nothing herein shall be construed to require or obligate grantor to repurchase the premises at any time.
6. The above restrictive covenants shall be deemed covenants running with the land and shall be made a part of every deed, lease, mortgage or other instrument affecting the title to the subject real property, and said restrictive covenants shall be binding upon the grantee, his grantees, heirs, personal representative, successors and assigns for a period of fifteen (15) years from date of conveyance. However, subsequent to grantor's having declined to exercise its repurchase option rights under both covenants contained in paragraphs 3, and 4., remote grantees shall take the premises free of said covenants.

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Corrective Act

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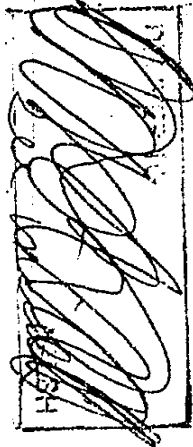
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*Trust*

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CHICAGO TITLE INS, XS  
90-82-312-PB



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7420

*046 lot 24  
047 lot 25  
048 lot 26*

*Scholar PT 202  
Trust Attorney Filed*

Situated in the County of Cook and State of Illinois:  
Lots 23 and 24 in Gurr Second Homestead Subdivision  
of part of the West 1/2 of the East 1/2 of the South East 1/4 of Section 16, Township 40 North,  
Range 12, East of the Third Principal Meridian, as per  
Plat registered May 16, 1924, as Document #217617.  
Subject to restrictions contained in Document  
#487821.  
Lots Twenty-Five (25) and twenty-six (26) in Gurr's  
Second Homestead Subdivision of part of the West half (W  
1/2) of the West half (W 1/2) of the East half (E 1/2) of  
the South East quarter (SE 1/4) of Section sixteen (16),  
Township forty (40) North, Range twelve (12), East of the  
Third Principal Meridian, as per Plat registered May 16  
1924, as Document No. 217617.  
Subject to existing easements, restrictions and  
taxes which are presently due but unpaid.  
GRM. TAX NO. 12-16-403-045  
~~lot 23~~

Handwritten signatures and stamps, including a date stamp: "NOV DEC 20 1924".