

SEPT. 16, 1970

21 260 891

GRANT OF EASEMENTS

THIS INDENTURE is made this 16th day of June, 1970, by and between CHICAGO TITLE AND TRUST COMPANY, as Trustee under Trust Agreement dated May 9, 1969 and known as Trust Number 53662 ("Chicago Title") and COSMOPOLITAN NATIONAL BANK OF CHICAGO, as Trustee under Trust Agreement dated March 25, 1965 and known as Trust Number 15152 ("Cosmopolitan") (Chicago Title and Cosmopolitan are collectively referred to herein as "Grantors") and OAK PARK NATIONAL BANK, a National Banking Association, as Trustee under Trust Agreement dated December 6, 1964 and known as Trust Number 6849 ("Oak Park") and CLAYTON RESIDENTIAL HOME, INC., formerly known as THE LEED CORPORATION, an Illinois corporation ("Clayton") (Oak Park and Clayton are collectively referred to herein as "Grantees").

W I T N E S S E T H:

WHEREAS, Chicago Title is the owner of and holds title to the following described real estate, to-wit:

Sub Lot 1 of Kuhn's Subdivision of the East half of Lot 7 in Block 31 in Canal Trustee's Subdivision of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois,

and Cosmopolitan is the owner of and holds title to the following described real estate, to-wit:

Lots 4, 5 and 8 in Kuhn's Subdivision of the East half of Lot 7 in Block 31 in the Canal Trustee's Subdivision in Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois,

(both of which parcels are collectively referred to herein as "Parcel A");

21 260 891

WHEREAS, Oak Park holds title to and Leed is the contract purchaser of the following described real estate, to-wit:

That part of Lot 5 in Christian Kuhn's Subdivision of Block 31 in the Canal Trustee's Subdivision of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, described as follows: Beginning at a point of intersection of the North line of said Lot 5 with the East line of Lane Place; running thence South along the West line of said Lot 5, 72.60 feet to the South line of said Lot 5; thence East along the South line of said Lot 5, 146 feet to the center of private alley as laid out and used from the North line to the South line of said Lot 5; thence Northwesterly in a straight line along the center of said private alley to a point which is 54.48 feet South of the North line of said Lot 5 and 139.6 feet East of the East line of Lane Place; thence Northerly along the center of said private alley 54.48 feet to a point in the North line of said Lot 5 which is 139.6 feet East of the East line of Lane Place; thence Westerly along the said North line of Lot 5, 139.6 feet to the place of beginning;

ALSO

That part of Lot 5 in Christian Kuhn's Subdivision of Block 31 in Canal Trustee's Subdivision in Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, lying East of a line commencing at a point in the North line of said Lot 5, 139.60 feet East of the East line of Lane Place; running thence South parallel to the East line of Lane Place; 54.48 feet; thence Southeast to a point in the South line of said Lot 5, 146 feet East of the East line of Lane Place

(Parcel "B");

WHEREAS, a building is presently located on Parcel B;

WHEREAS, a portion of the twelve-foot public alley shown on Exhibit "A" attached hereto lies west of and adjacent to Parcel A and is now used by Grantees for ingress and egress to and from the building presently located on Parcel B;

WHEREAS, pursuant to a certain Trustees Deed from Oak Park to Joseph C. Gross and a certain Deed in Trust from

Joseph C. Gross, a bachelor, to Chicago Title recorded by the Recorder of Deeds, Cook County, Illinois as Documents Nos. 20955487 and 20955488, respectively, conveying Parcel A, Oak Park reserved to itself and its successors and assigns easements of ingress and egress and light and air over a part of the real estate so conveyed, and imposed upon Chicago Title, its heirs, executors, administrators, assigns and grantees, certain setback requirements as more fully described therein ("Reserved Easement and Set-Back");

WHEREAS, Grantors desire to have the City of Chicago vacate the entire alley described in Exhibit "A" as "to be vacated" ("Alley") and obtain the consent of the Grantees thereto;

WHEREAS, in consideration of the giving of such consent and upon such vacation, Grantors desire to grant and Grantees desire to receive easements of ingress and egress and light and air over a portion of Parcel A, in substitution for the Reserved Easement and Set-Back, all on the terms hereinafter provided,

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, it is hereby agreed by and between Grantors and Grantees as follows:

1. Grantors do hereby grant and convey to Grantees (a) an easement of light and air, and (b) an easement and right of way appurtenant to Parcel B, including the full and free use thereof by Grantees, subsequent owners and title holders of Parcel B, their agents, employees, servants, tenants, visitors and licensees, by automobile, truck or other vehicles or on foot, for ingress and/or egress purposes Parcel B for

the sole purpose of servicing the building presently located on Parcel B, to-wit, the delivery, pick up, loading, unloading and transport of fuels, garbage, goods and materials of all kinds by the agents, employees, servants, tenants, visitors, invitees and licensees of, and any persons, firms or corporations servicing or supplying the owner of Parcel B or the building presently located on Parcel B, over, along and across the real estate legally and graphically described in Exhibit "A" attached hereto and made a part hereof ("Easement Parcel"). The easements described in this paragraph 1 hereof shall be effective only upon and at such time as the City of Chicago vacates the Alley and at such time the Reserved Easement and Set-Back shall be terminated and cancelled and be of no further force and effect.

2. It is understood and agreed that Grantors and all subsequent owners and title holders of the Easement Parcel reserve the right (a) to the full and free use thereof by Grantors, subsequent owners and title holders of Parcel A, their agents, employees, servants, tenants, visitors, invitees and licensees, by automobile, truck or other vehicle or on foot, over, along and across the Easement Parcel for ingress and egress to Parcel A and any buildings and garage to be constructed south and west of the Easement Parcel; (b) to service the buildings to be constructed south and west of the Easement Parcel by the use thereof of the Easement Parcel, including without limitation the loading, unloading and transport of fuels, garbage goods and materials of all kinds by the agents, employees, servants, tenants, visitors, invitees and licensees of, and any persons, firms or corporations servicing or supplying the owner or owners of the Easement Parcel; (c) to develop and use the area under the surface of the Easement Parcel provided the same does not interfere with the aforesaid easement over, along and

21 260 891

and across the Easement Parcel; (d) to cause the building to be constructed south of the Easement Parcel to protrude above that portion of the Easement Parcel described in Exhibit "A" as the "Dock Area" provided that there is a clearance of fourteen (14) or more feet between the surface of the Dock Area and the protrusion of the building; and (e) to construct on the surface of the Dock Area such structural columns as may be necessary to support said protruded portion of the building provided that such columns are spaced in a manner which shall not unreasonably interfere with the intended use and function of the Easement Parcel as herein described.

3. Grantors shall pay all general real estate taxes, special taxes and special assessments assessed against the Easement Parcel for 1969 and subsequent years and shall, at its sole expense, obtain all necessary driveway and parking permits for the Easement Parcel, including without limitation a driveway permit granting vehicular access over the Easement Parcel to and from Clark Street.

4. Grantors covenant and agree with Grantees and with all other persons, firms or corporations now or hereafter acquiring any right, title or interest in Parcel B that no building or structure shall ever be erected upon the Easement Parcel except as provided herein and that the same, exclusive of the area under the surface thereof, shall perpetually be used only as a driveway, walkway, landscaped area or service area.

5. The easement and all rights and obligations created hereunder shall cease and terminate and be of no further force or effect immediately upon the destruction or demolition of the building presently located on Parcel B, provided that in the event said building is destroyed by fire or other casualty and a building like or substantially similar in size and function

21 260 891

is constructed in its place, this easement and the rights and obligations created hereunder shall remain in full force and effect.

6. The covenants, restrictions, conditions, agreements and charges set forth herein shall run with the land and bind all of the real estate described as the Easement Parcel and shall be enforceable by the Grantors and Grantees and any other persons, firms or corporations hereinafter acquiring any right, title or interest in all or in any part of Parcel A or Parcel B, their respective heirs, executors, successors, administrators and assigns.

7. Grantees hereby consent and agree to give its further consent to the City of Chicago to the vacation of the Alley or any portion thereof, and agree to execute any and all documents as requested by Grantors or their nominees or delivered to it by the City of Chicago in furtherance of such vacation; provided, however, that Grantors shall reimburse Grantees for any costs or expenses in connection therewith.

8. The Grantors agree, as promptly as possible (considering the reasonable staging of the proposed construction on Parcel A) to make such improvements on the Easement Parcel as may be necessary in order to enable the Grantees to make such use of the Easement Parcel as is provided for hereunder. Until such improvements are made, the Grantors agree to allow the Grantees ingress and egress rights across the existing "public alley to be vacated". Notwithstanding the aforementioned, the Grantors reserves the right to relocate said


21 260 891

SEPT. 10, 1970

area of ingress and egress from said "public alley to be vacated" to some other portion of Parcel A during the construction period and prior to completion of the improvements on the Easement Parcel.

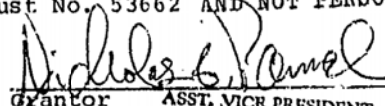
IN WITNESS WHEREOF, the parties hereto have executed this document on the day and year first above written.

ATTEST:


Assistant Secretary

CHICAGO TITLE AND TRUST COMPANY,
as Trustee under Trust Agreement
dated May 9, 1969 and known as
Trust No. 53662 AND NOT PERSONALLY

By


Grantor

ASST. VICE PRESIDENT

COSMOPOLITAN NATIONAL BANK OF
CHICAGO, as Trustee under Trust
Agreement dated March 25, 1965
and known as Trust No. 15152

ATTEST:

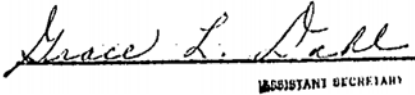
See Signature ON Following Page Hereof.

By


Grantor

OAK PARK NATIONAL BANK, a National
Banking Association, as Trustee
under Trust Agreement dated
December 6, 1964 and known as
Trust No. 6849

ATTEST:


ASSISTANT SECRETARY

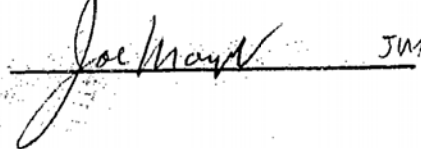
By


Grantee

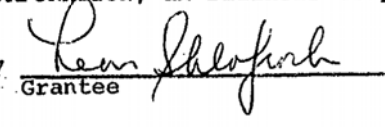
VICE PRESIDENT

CLAYTON RESIDENTIAL HOME, INC.,
formerly known as THE LEED
CORPORATION, an Illinois corporation

ATTEST:


JM

By


Grantee

21 260 391

1 SEPT. 10, 1970

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

FORM II

21 260 891

on

21 260 891

1 SEPT. 10, 1970

The Cosmopolitan National Bank of Chicago, as Trustee under the above entitled trust, holds only legal title to the premises which are the subject of this agreement, and it does not have any right, duty or obligation under the terms of said trust agreement to operate, manage or control said premises, but the right to operate, manage and control said premises is in the beneficiary or beneficiaries of said trust, and The Cosmopolitan National Bank of Chicago joins in the execution of this agreement, not individually but as Trustee, solely for the purpose of subjecting the legal title to the premises which are the subject of this agreement to the terms hereof. It is expressly understood and agreed by the parties hereto anything herein to the contrary notwithstanding that each and all of the covenants, undertakings and agreements herein made are made and intended not as personal covenants, undertakings and agreements of the Trustee named and referred to herein for the purpose of binding it personally, but this instrument is executed and delivered by the Cosmopolitan National Bank of Chicago, as Trustee solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by nor shall it at any time be asserted or enforced against The Cosmopolitan National Bank of Chicago, its agent, or employees on account hereof or on account of any covenants, undertakings or agreements herein contained whether express or implied, all such personal liability if any being hereby expressly waived and released by all parties hereto and by all persons claiming by or through or under any parties hereto and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that The Cosmopolitan National Bank of Chicago, individually shall have no obligation to see to the performance ^{or nonperformance} of any of the covenants, undertakings or agreements herein contained and shall not be personally liable for any action or nonaction taken in violation of any of the covenants, undertakings or agreements herein contained, it being further understood that the payment of any money provided for herein and the performance of the covenants, undertakings or agreements herein contained shall be enforced only out of the trust property and the rents, issues, and profits thereof, if any.

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO,
AS TRUSTEE, under Trust No. 15152,
and not individually,

BY:

Michael S. Bell
Vice President & Trust Officer

ATTEST:

Quinn B. Bell
Assistant Vice President & Assistant Trust Officer

GIVEN, under my hand and NOTARIAL SEAL, this 21 day
of June, 1970.
September

Rose M. Trubie
Notary Public

My Commission expires:

April 18, 1974.

21 260 891

SEPT. 10, 1970

I, JOAN HARRIS, a Notary Public in and for and re-
siding in said County, in the State aforesaid, DO HEREBY CERTIFY
that R. A. JOHNSON, VICE President of OAK
PARK NATIONAL BANK a National Banking Association, as Trustee
under Trust Agreement dated December 6, 1964, and known as Trust
Number 6849, and GRACE L. DAHL, ADJUTANT SECRETARY of said corpo-
ration, who are personally known to me to be the same persons
whose names are subscribed to the foregoing instrument as such
VICE President and ADJUTANT SECRETARY, respectively appeared
before me this day in person and acknowledged t. at they signed
and delivered the said instrument as their own free and voluntary
act and as the free and voluntary act of said corporation, as
Trustee as aforesaid, for the uses and purposes therein set forth;
and the said ADJUTANT SECRETARY did also then and there acknowledge
that he, as custodian of the corporate seal of said corporation
did affix the said corporate seal of said corporation to said in-
strument as his own free and voluntary act and as the free and
voluntary act of said corporation, as Trustee as aforesaid, for
the uses and purposes therein set forth.

GIVEN, under my hand and NOTARIAL SEAL this 18 day of
June, 1970.

My Commission expires:

Joan Harris
Notary Public

MY COMMISSION EXPIRES NOVEMBER 30, 1971

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

21 260 891

I, Rose M. Trullis, a Notary Public in and for
and residing in said County, in the State aforesaid, DO HEREBY
CERTIFY that Alfred E. Gallo, Vice President & Trust
Officer of COSMOPOLITAN NATIONAL BANK OF CHICAGO, a National Banking
association, as Trustee under Trust Agreement dated March 25,
1965, and known as Trust Number 15152, and Corinne Bek, Asst. Vice Pres. &
Asst. Trust Officer of said corporation, who are personally
known to me to be the same persons whose names are subscribed
to the foregoing instrument as such Vice President and
Asst. Vice Pres. & Asst. Tr. Officer, 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 corporation, as Trustee as
aforesaid, for the uses and purposes therein set forth; and the
said Asst. Vice Pres. & Asst. Tr. Officer did also then and there acknow-
ledge that he, as custodian of the corporate seal of said corpo-
ration, did affix the said corporate seal of said corporation
to said instrument as his own free and voluntary act and as the
free and voluntary act of said corporation, as Trustee as afore-
said, for the uses and purposes therein set forth.

GIVEN, under my hand and NOTARIAL SEAL this 9th day
of June, 1970.
September

Rose M. Trullis
Notary Public

My Commission expires:

April 18, 1974.

I, RUTH M. WITZKE a Notary Public in and for
and residing in said County, in the State aforesaid, DO HEREBY
CERTIFY that NICHOLAS G. PAMEL, ASST. VICE President of
CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation,
and JOHN J. WALSH, ASST. Secretary of said corporation,
who are personally known to me to be the same persons
whose names are subscribed to the foregoing instrument as such
ASST. VICE President and ASST. 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 corporation for the
uses and purposes therein set forth; and the said ASST. Secre-
tary did also then and there acknowledge that he, as custodian
of the corporate seal of said corporation, did affix the said
corporate seal of said corporation to said instrument as his own
free and voluntary act and as the free and voluntary act of said
corporation, for the uses and purposes therein set forth.

September GIVEN, under my hand and NOTARIAL SEAL this 8th day of
June, 1970.

Ruth M. Witzke
Notary Public

My Commission expires:

5-5-1974

21 260 891

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Shirley Swisher a Notary Public in and for
and residing in said County, in the State aforesaid, DO HEREBY
CERTIFY that LEON SHLOFROCK, President of
CLAYTON RESIDENTIAL HOME, INC., an Illinois corporation,
and JOE MAGIT, Secretary of said corporation,
who are personally known to me to be the same persons
whose names are subscribed to the foregoing instrument as such
President and 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 corporation for the
uses and purposes therein set forth; and the said Secretary
did also then and there acknowledge that he, as custodian
of the corporate seal of said corporation, did affix the said
corporate seal of said corporation to said instrument as his own
free and voluntary act and as the free and voluntary act of said
corporation, for the uses and purposes therein set forth.

GIVEN, under my hand and NOTARIAL SEAL this 16th day of
June, 1970.

Shirley Swisher
Notary Public

My Commission expires:

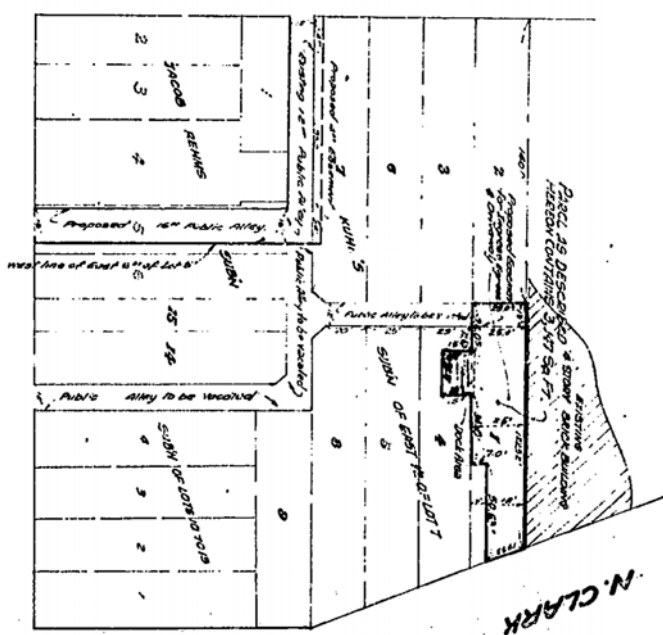
Jan. 13, 1973

21 260 891

PLAT OF SURVEY
NIELSON & MCLOD, INC.
REGISTERED LAND SURVEYORS
PHONE: 208-8006

THE WEST 1/2 OF SECTION 36, T4N, R10E, S10W, CO. 10, ILL. (hereinafter referred to as the "Tract") is situated in the City of Chicago, Cook County, Illinois. The Tract is bounded on the north by the North Branch of the Chicago River, on the east by the East Branch of the Chicago River, on the south by the South Branch of the Chicago River, and on the west by the West Branch of the Chicago River. The Tract is divided into five (5) lots, numbered 1 through 5, as shown on the attached plat. The lots are situated in the City of Chicago, Cook County, Illinois.

N. ORLEANS STREET



N. CLARK STREET
N. LINCOLN PARK WEST

Ordered by: STUBBS ASSOCIATES, INC.
Chicago, Illinois
Date: Nov 25, 1970
Scale: 1" = 20'
File: 33-40-14 L

EXHIBIT A

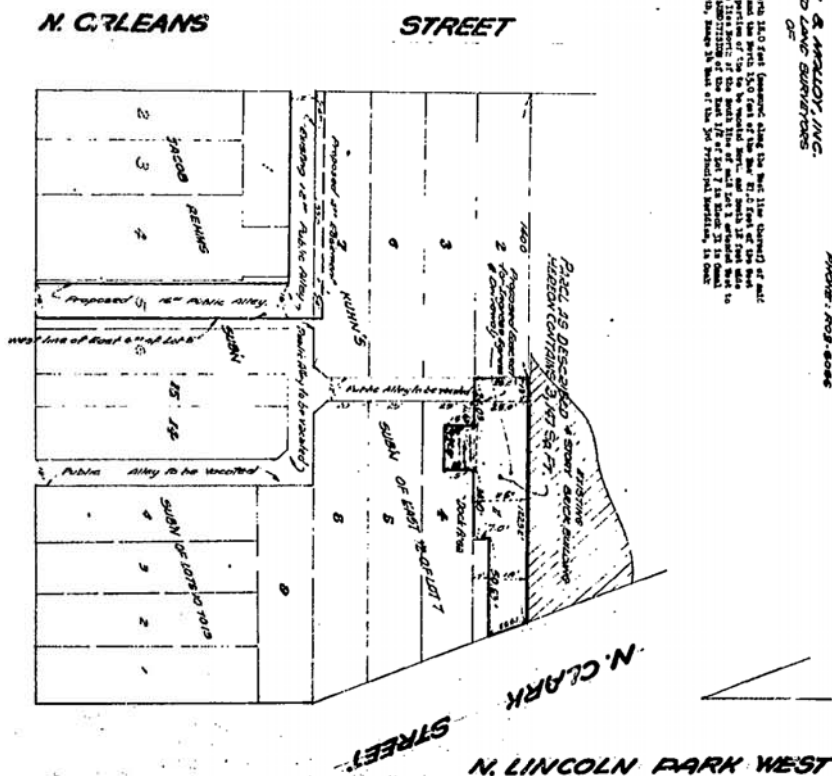
Site of Chicago County Court House
NIELSON & MCLOD, INC., hereby certify that a survey has been made under its direction, by a Registered Professional Land Surveyor, of the property described herein, and that the same is a correct and true representation of the same as the same is shown on the Chicago, Illinois County Map of 1967.
Surveyed by: Nielson & McLeod, Inc.
Registered Professional Land Surveyors
Chicago, Illinois

6174 N. WORTHAVES ST. NW.
CIVICAPD, TEL: 408.606.84

CA/CALIFD 722 (M/13.60654)

OF
NELSON & MALLOY, INC.
REGISTERED LAND SURVEYORS

PHONE: 803-6000

[illegible]

Ordered by: JAMES M.
Order No: 700268.7
Date: May 15, 1976
Scale: 1" = 30'
File: 33-40-14 L

W. ARMSTRONG

QWERTY

EXHIBIT 4

[illegible]