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COOK COUNTY, ILLINOIS
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TRUSTEE'S DEED

THIS INSTRUMENT, made this 02, 14, 300 1st day of January, 1979, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said national banking association in pursuance of a certain Trust Agreement dated the 1st day of February, 1978 and known as Trust Number 41977, party of the first part, and

MARY MARLANE KUKLA
parties of the second part, of 5 N. Wabash
Chicago, Illinois

WITNESSETH, that said party of the first part, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said parties of the second part, ~~not in~~ ~~joint tenancy~~ the following described real estate, situated in Cook County, Illinois, to wit:

Unit 102, as delineated on a survey of a part of Lot "C" in Buffalo Grove Unit No. 7 being a subdivision in Sections 4 and 5, Township 42 North, Range 11 East of the Third Principal Meridian in Cook County, Illinois, which survey is attached as Exhibit B to the Declaration of Condominium Ownership made by American National Bank and Trust Company of Chicago, as Trustee under Trust No. 41977 recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 24764722, together with its undivided percentage interest in the Common Elements.

Party of the first part also hereby grants to the parties of the second part their successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said real estate set forth in the aforementioned Declaration, and party of the first part reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining real estate described therein.

This Deed is subject to all rights, easements restrictions, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

TO HAVE AND TO HOLD the same unto said parties of the second part, forever, ~~not in joint tenancy~~

This Deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said deed or deeds in trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling.

31061
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE
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66-86-402E

40 pte 4E 497053

10.00

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 30th day of April 19 79, and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed to Secure Debt (herein "security instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to Continental Illinois National Bank and Trust Company of Chicago (herein "Lender") and covering the Property described in the security instrument and located at 5701 N. Sheridan, Unit 21P, Chicago, Illinois 60660 (Property Address)

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as Hollywood Towers (Name of Condominium Project) (herein "Condominium Project").

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the security instrument, Borrower and Lender further covenant and agree as follows:

A. Assessments. Borrower shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the Condominium Project (herein "Owners Association") pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project.

B. Hazard Insurance. So long as the Owners Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:

- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the premium installments for hazard insurance on the Property;
(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied; and
(iii) the provisions in Uniform Covenant 5 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of Uniform Covenant 5. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the security instrument, with the excess, if any, paid to Borrower.

C. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
(ii) any material amendment to the declaration, by-laws or code of regulations of the Owners Association or equivalent constituent document of the Condominium Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or
(iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.

D. Remedies. If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the security instrument, including, but not limited to, those provided under Uniform Covenant 7.

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider.

Signature of Robert T. Geras, Borrower

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