

1408967  
67-79-328E

25541834

THIS INDENTURE, Made this 4th day of May A. D. 19 80 between

LA SALLE NATIONAL BANK, a national banking association, Chicago, Illinois, as Trustee under the

provisions of a Deed or Deeds in Trust, duly recorded and delivered to said Bank in pursuance of a trust

agreement dated 1st day of June 19 79, and known as Trust

Number 101561, Grantor, and Thomas Michael Hoess and Patricia Ann Hoess <sup>COOK</sup> <sub>CO. NO. 016</sub>  
and Thomas J. Hoess. Grantee. 150786

(Address of Grantee(s): 1448 W. Polk, Chicago, IL

WITNESSETH, the said Grantor, in consideration of the sum of  
Ten and no/100-----Dollars, (\$ 10.00 ) and other good and value

considerations in hand paid, does hereby grant, sell and convey unto said Grantee  
as joint tenants and not as tenants in common  
the following described real estate, situated in Cook County, Illinois, to wit:

As legally described in Exhibit "A" attached hereto and made a  
part hereof, and commonly known as Unit 304, at the 1143  
South Plymouth Court Condominium, Chicago, Illinois.

12.00

CITY OF CHICAGO  
REAL ESTATE TRANSACTION TAX  
DEPT. OF REVENUE  
AUG-8'80  
156.00

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto said Grantee as aforesaid and  
to the proper use, benefit and behoof of said Grantee forever.

COOK COUNTY, ILLINOIS  
1980 AUG -8 11:30:27

RECORDER OF DEEDS  
25541834

STATE OF ILLINOIS  
REAL ESTATE TRANSACTION TAX  
1980  
DEPT. OF REVENUE  
39.00

COOK COUNTY  
REAL ESTATE TRANSACTION TAX  
39.00  
25541834

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 affecting the said real estate or any part thereof 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.

ATTEST:



Assistant Secretary

LaSalle National Bank

as Trustee as aforesaid,

By

*[Signature]*  
Assistant Vice President

This instrument was prepared by:  
James L. Marovitz  
1 First National Plaza  
Chicago, Illinois 60603

La Salle National Bank  
Real Estate Trust Department  
135 S. La Salle Street  
Chicago, Illinois 60690

Property of Cook County

EXHIBIT A

Unit ...304..... in the 1143 South Plymouth Court Condominium, as delineated on a survey of the following described real estate:

THAT PART OF LOT 3 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3, THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 3, SAID WEST LINE ALSO BEING THE EAST LINE OF SOUTH PLYMOUTH COURT 282.0 FEET THENCE EAST AT RIGHT ANGLES TO SAID WEST LINE 98.0 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 52.0 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 124.06 FEET TO THE EAST LINE OF SAID LOT 3, SAID EAST LINE ALSO BEING THE WEST LINE OF SOUTH STATE STREET; THENCE NORTH ALONG SAID EAST LINE 230.59 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE WEST ALONG SAID NORTH LINE 221.87 FEET TO THE PLACE OF BEGINNING (EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY THE EAST 50.0 FEET OF NORTH 125.33 FEET) IN BLOCK 6 IN DEARBORN PARK UNIT NUMBER 1, BEING A RESUBDIVISION OF SUNDRY LOTS AND VACATED STREETS AND ALLEYS IN AND ADJOINING BLOCKS 127 TO 134 BOTH INCLUSIVE, IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

25541834

which survey is attached as Exhibit "A-2" to the Declaration of Condominium recorded as Document 25293728 together with its undivided percentage interest in the common elements.

Grantor also hereby grants to the grantee, their successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium, aforesaid, and grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein and the right to grant said rights and easements in conveyances and mortgages of said remaining property.

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

Subject to: The Condominium Property Act; the Declaration of Condominium Ownership; the Plat of Survey; current real estate taxes not yet due and payable; zoning and building laws and ordinances; roads and highways; easements and building lines of record; the lien of additional taxes which may be assessed by reason of the construction of new or additional improvements on the Parcel; liens and other matters, if any, insured over by Chicago Title Insurance Company; acts of Grantee; the right and option of Dearborn Park Corporation (Limited Dividend) to repurchase the conveyed premises at the purchase price paid by Grantee (Grantee hereinafter includes the beneficiary of a land trust if that land trust's nominee is Grantee hereunder) to Grantor plus an amount equal to Grantee's purchase price times the percentage increase in the Consumer Price Index from the time of Grantee's purchase less an amount to compensate for damage to the Unit, if any, if Grantee sells the conveyed premises or any portion thereof or interest therein, within two (2) years of Grantor's conveyance to Grantee. Grantee shall give Dearborn Park Corporation at least 45 days prior written notice of the proposed sale, which notice shall contain the name and address of the proposed purchaser and shall contain an executed copy of the proposed contract of sale or terms of transfer. Dearborn Park Corporation shall have a period of 45 days after receipt of said notice to exercise its right to purchase the Property on the aforesaid terms. If Dearborn Park Corporation gives written notice to Grantee within said 45-day period that it does not elect to exercise said right, or if Dearborn Park Corporation fails to give written notice to Grantee within said 45-day period, then Grantee may proceed to close the proposed sale, provided, however, that if Grantee fails to close the proposed sale with the proposed purchaser and on the terms and conditions designated to Dearborn Park Corporation in the aforesaid notice, the right of first refusal granted to Dearborn Park Corporation herein shall remain in effect and shall be applicable to any subsequent proposed sale by Grantee of the Property, or any portion thereof or interest therein, as aforesaid. If Dearborn Park Corporation notifies Grantee within the aforesaid 45-day period of its election to purchase the Property, then such purchase shall be closed within 30 days after the giving of such notice, at which time Grantee agrees to tender a reconveyance warranty deed subject only to those title exceptions to which this conveyance is subject (but excluding acts of Grantee) and Dearborn Park Corporation agrees to tender the repurchase price as aforesaid; the right and option of Dearborn Park Corporation (Limited Dividend) to repurchase the conveyed premises at the purchase price paid by Grantee (Grantee hereinafter includes the beneficiary of a land trust if that land trust's nominee is Grantee hereunder) to Grantor plus an

amount equal to Grantee's purchase price times the percentage increase in the Consumer Price Index from the time of Grantee's purchase less an amount to compensate for damage to the Unit, if any, upon the failure of Grantee or member of Grantee's family (related to Grantee by blood or marriage) to occupy the conveyed premises as its personal residence within ninety (90) days and continuously for two (2) years after Grantor's conveyance to Grantee. If Grantee notifies Dearborn Park Corporation in writing of its intent to vacate or never occupy the Unit, if Dearborn Park Corporation exercises its right and option to repurchase as aforesaid such exercise must be by written notice to Grantee, within sixty (60) days of Grantee's notice to Dearborn Park Corporation, provided that if Grantee fails to give notice to Dearborn Park Corporation, as aforesaid, then the sixty-day notice shall not apply and Dearborn Park Corporation may exercise its option and right to repurchase at any time thereafter by written notice as aforesaid to Grantee. The closing of the repurchase shall be thirty (30) days after the date of Dearborn Park Corporation's notice, or at such other time as may be agreed upon by the parties, at which time Dearborn Park Corporation shall pay Grantee the repurchase price as above stated and Grantee agrees to tender a reconveyance warranty deed subject only to those title exceptions to which this conveyance is subject (but excluding acts of Grantee) and to convey the premises in the same condition as at its purchase, ordinary wear and tear excepted. If Grantee breaches its covenants hereunder and an occupant takes possession of the Unit but Dearborn Park Corporation elects not to exercise its right and option to repurchase, such election shall not operate as a waiver of the right to repurchase the Unit from Grantee in case the occupant subsequently vacates the Unit.

Property Clerk's Office

25541834

STATE OF ILLINOIS  
COUNTY OF COOK

} ss:

GERYLL LARKIN

I, ..... a Notary Public in and for said County,

in the State aforesaid, DO HEREBY CERTIFY that.....

JAMES A. CLARK

L. A. MUELLER

Assistant Vice President of LA SALLE NATIONAL BANK, and .....

Assistant Secretary thereof, 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 said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Bank did affix said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

2554189

GIVEN Under my hand and Notarial Seal this 17th day of July A. D. 1980



*Geryll Larkin*  
NOTARY PUBLIC

My Commission Expires November 19, 1981

Box No. ....

TRUSTEE'S DEED

Address of Property .....

LaSalle National Bank  
TRUSTEE  
TO

Thomas & Patricia Hoess  
1143 S. Plymouth Ct.  
Unit # 304  
Chicago, Ill. 60605

LaSalle National Bank  
135 South La Salle Street  
CHICAGO, ILLINOIS 60690  
8028-A AP (674)