## **UNOFFICIAL COPY**

day of 25965332 THIS INDENTURE, Made this 31st July A. D. 1981 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 Lat day of June 1979 and known as Trust Number 101102 grantor, and Mark H. Mitchell grantee. 333 E. Ontario, Chicago, IL Grantee(s): WITNESSETH. 'no said grantor, in consideration of the sum of Dollars, (\$ 10.00 ) and other good and valuable considerations in hand paid, does to by grant, sell and convey unto said grantee, the following described real arrate situated in County, Illinois, to wit: As legally described in Exhibit "A" attached hereto and made a part hereof, and commonly known as Jrit 510, at the Dearborn Park hereof, and commonly known at Jrit 510 , at the Dearborn Park Unit One Townhomes Condominium, Ihicago, Illinois. Sidney 1. Olsen COOK COUNTY, LLINOIS FILED FOR RECORD RECORDER OF DELDS 25965332 1981 AUG 11 AM 10: 39 together with the tenements and appurtenances thereunto belonging TO HAVE AND TO HOLD the same unto said grances as aforesaid aifil to the proper use, benefit and behoof of said grantae forev.r 237 OF ILLINORS CANCELLERISA 0 ₹ 5 9. 2 € ₹59.25 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 grantor 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. LaSalle National Bank La Salle National Bank This instrument was prepared by:

James L. Marovitz

di.

BOX 533

Real Estate Trust Department 135 S. La Salle Street

Chicago. Illinois 60690

## **UNOFFICIAL COPY**

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| TRUSTURS DERID   | LaSalle National Bank TRUSTEE TO T  | MARK H M - CHELL PORPHINGON + FOUR CONE FAST WACKER CHICKES TO COSO)  | LASalle National Bank 136 South La Salle Street CHICACO, HLLINOIS 60690  | Q                                |
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## UNOFFICIAL COPY

## EXHIBIT A

Unit \_\_\_\_\_\_ 510\_ in the Dearborn Park Unit One Townhomes Condominium, as delineated on a survey of the following described real estate:

Lot 2 in Block 3 and all of Blocks 4 and 5 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.

which survey is attached as Exhibit "A-2" to the Declaration of Condominium recorded as Document 25205368 together with its undivided percentage interest in the common elements.

a an or also hereby Grants to the Grantee, their successors and assigns, as rights and easements appurtenant to the ab we 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 easement se forth in said Declaration for the benefit of the remaining property described therein and the right to grant said not us and easements in conveyances and mortgages of said remaining property.

This deed is 1.cb act to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration (1.5 sr., e as though the provisions of said Declaration were recited and stipulated at length herein.

Also subject to: Tie Condominium Property Act; the Declaration of Condominium Ownership; the Plat of Survey: current real ester 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 addition, 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 are rises at the purchase price paid by Grantee (Grantee hereinafter includes the beneficiary of a land trust if that I, nd trust's nominee is Grantee hereunder) to Grantor plus an amount equal to Grantee's Unit Equity\* times the percernage increase in the Consumer Price Index from the time of Grantee's purchase less an amount to compensate for dumage to the Unit, if any, if Grantee sells the conveyed premises or any portion thereof or interest therein, within tv o (?) years of Grantor's conveyance to Grantee. Grantee shall give Dearborn Park Corporation at least 45 days price vitten 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 hrive a period of 45 days after receipt of said notice to exercise its right to purchase the Property on the aforesaid erms. If Dearborn Park Corporation gives written notice to Grantee within said 45-day period that it does not elect to purchase said right, or if Dearborn Park Corporation fails to give written notice to Grantee within said 45-day period, the 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 air csaid notice, the right of first refusal granted to Dearborn Park Corporation herein shall remain in effect and shall be for licable 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 guranase the Property, then such purchase shall be closed within 30 days after the giving of such notice, at which time Granus agrees to tender a reconveyance warranty deed subject only to those title exceptions to which this convey nce is subject (but excluding acts of Grantee) and Dearborn Park Corporation agrees to tender the repurchase crice as aforesaid. Also subject to: the right and option of Dearborn Park Corporation (Limited Dividend) to repurch as 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 Unit B uity times the percentage increase in the Consumer Price Index from the time of Grantee's purchase less an arround 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 principal residence within ninety (90) days and continuously for two (2) years after Grantor's conveyance to Grantee. If Grantee notifies Dearborn Park Corporation ... writing of its intent to vacate or never occupy the Unit, if Dearborn Park Corporation exercises its right and opt on to repurchase as aforesaid such exercise must be by written notice to Grantee, within sixty (60) days of Grante structure to Dearborn Park Corporation, provided that if Grantee fails to give notice to Dearborn Park Corporation, is a presaid, then the sixty-day notice shall not apply and Dearborn Park Corporation may exercise its option a dight to repurchase at any time thereafter by written notice as aforesaid to Grantee. The closing of the repurchase man be thirty (30) days after the date of Dearborn Park Corporation's notice, or at such other time as may be agreed upor up the parties, at which time Dearborn Park Corporation shall pay Grantee the purchase 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 convenants 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.

\*(Grantee's Unit Equity shall mean and refer to that sum which is the result of the subtraction of (a) the original principal amount of any mortgage, the proceeds of which were applied toward the purchase price of the Unit by the buyer, from (b) the Grantee's purchase price)

END OF RECORDED DOCUMENT

25965332

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