

25978336

This Indenture Witnesseth, That the Grantor Norman K. Solomon, Jr.,  
a bachelor,

of the County of Cook and State of Illinois for and in consideration  
of TEN (\$10.00) Dollars,

Quit-claims  
and other good and valuable considerations in hand paid, Convey S and WARRANTS unto the FIRST  
NATIONAL BANK OF SKOKIE, Illinois, a banking corporation duly organized and existing under and by virtue of  
the laws of the United States of America and duly authorized under the laws of the State of Illinois to accept and execute  
trusts, as Trustee under the provisions of a trust agreement dated the 15th day of April 1981  
known as Trust Number 51362T, the following described real estate in the County of Cook  
and State of Illinois, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

~~The part of Lot 2 in Block 1 in Dearborn Park Unit Number 1, being  
a resubdivision of sunny lots and vacated streets and alleys in  
adjoining blocks 127 to 134, both inclusive, in School Section  
Addition to Chicago, Section 16, Township 39 North, Range 14  
East of the Third Principal Meridian, lying southerly of the line  
described as being 155.3 feet northerly of the Southwest corner of  
said Lot 2 as measured along the west line of said Lot 2 and  
155.86 feet northerly of the Southeast corner of said Lot 2 as  
measured along the east line of said lot, in Cook County, Illinois;~~

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

Sidney K. Olson  
RECORDER OF DEEDS

1981 AUG 25 PM 2 20

25978336

ADDRESS OF GRANTEE: 8001 Lincoln Avenue, Skokie, Illinois 60077

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trust, and for the uses and pur-  
poses herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee, to improve, manage, protect and subdivide said prem-  
ises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof,  
and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any  
terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or  
successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities  
vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part  
thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to com-  
mence in present or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case  
of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or  
periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times  
hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to  
purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or  
future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to  
grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or cas-  
sionment appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all  
other ways and for such other considerations as it would be lawful for any person owning the same to deal with the  
same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any  
part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the  
application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see to the  
terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any part  
of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed  
trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be con-  
clusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instru-  
ment, (a) that at the time of the delivery thereof the trust created by this Indenture and by said trust agreement  
was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts,  
conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereof,  
and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute  
and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to  
a successor or successors in trust, that such successor or successors in trust have been properly appointed and are  
fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor  
in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall  
be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such  
interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal  
or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as  
aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to  
register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition,"  
or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor hereby expressly waives, and releases, any and all right or benefit under and by  
virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution  
or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set his hand and  
seal this 15th day of April 1981

Norman K. Solomon, Jr. (Seal)  
Norman K. Solomon, Jr. (Seal)

11 00

Journal 1/6 117135 68 17 885  
THIS INSTRUMENT WAS PREPARED BY:  
NAME Joseph B. Casini, Jr.  
ADDRESS Sole W. Cannon Skokie, Ill.

Exempt under provisions of Paragraph 20, Section 4, of Sec. 2001-2066  
Real Estate Transfer Tax Act

UNOFFICIAL COPY

STATE OF Illinois  
County of Cook

ss. I, the undersigned

a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
Norman K. Solomon, Jr., a bachelor

personally known to me to be the same person whose name is  
subscribed to the foregoing instrument, appeared before me this day in person and  
acknowledged that he signed, sealed and delivered the said instrument  
as his free and voluntary act, for the uses and purposes therein set forth,  
including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial seal this  
6th day of May A. D. 1981

[Signature]  
Notary Public

My commission expires: Feb. 9, 1984



Property of Cook County Clerk's Office

Deliver to:  
BOX NO. **817**

**DEED IN TRUST**  
WARRANTY DEED

TO  
**First National Bank**  
OF SKOKIE  
TRUSTEE

**First National Bank of Skokie**  
TRUST DEPARTMENT

1111111111

# UNOFFICIAL COPY

## EXHIBIT A

Unit 906 in the 899 South Plymouth Court Condominium, as delineated on a survey of the following described real estate:

THE PART OF LOT 2 IN BLOCK 1 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 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 IN SAID BLOCK 1 IN DEARBORN PARK UNIT NUMBER 1; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 2 FOR A DISTANCE OF 155.33 FEET; THENCE EASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 90 DEGREES TO THE RIGHT OF THE PROLONGATION OF THE LAST DESCRIBED LINE A DISTANCE OF 222.45 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 2; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 2 A DISTANCE OF 155.86 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 2 A DISTANCE OF 222.15 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

which survey is attached as "Exhibit A-2" to the Declaration of Condominium recorded as Document 25722540 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.

Also 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 Unit Equity\* 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. Also subject to: 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 Unit Equity 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 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 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.

\* (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)

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END OF RECORDED DOCUMENT