UNOFFICIAL COPY

25260892

THIS INDENTURE, Made this 5th day of November

A. D. 19 79 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 Sick old

Number 101101

grantor, and

1 3 0 2 2 3

Minney

Thomas F. Kelly, Jr. & Mary Agnes Kelly

(Addr.ss of Grantee(s): c/o 11428 S. Campbell

1.0

Chicago, Illinois

WITNES, ETH, that said grantor,

in consideration of the sum of Ten

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CV₄

Dollars, (\$ 10.00

) and other good and valueb

grantee.

considerations in hand p_{Id} does hereby grant, sell and convey unto said $\ \text{grantee}$,

as joint termits and not as tenants in common the following described eal estate, situated in took in County, Illinois, to

As legally described in _xh'bit "A" attached hereto and made a part hereof, and commonly kn wn as Unit 608 , at the 1115 South Plymouth Court Condominium, Chicago, Illinois.

COOK COUNTY TO

alabayah. Alban Romaniyan

570 NOV 20 PH 2: 11

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together with the tenements and appurtenances thereunto lelenging.

TO HAVE AND TO HOLD the same unto said grante.

as aforesaid and

to the proper use, benefit and behoof of said grantee

forever.

\$ 67.00 PAID A.M.

This Deed is executed pursuant to and in the exercise of the power and authority granted to analyte vested in said Trustee by the terms of said Deed or Deeds in Trust delivered to said Trustee in pursuant 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

as Truster as aforesaid,

Assistant/Secretary

16said,

Assistant Vice President

This instrument was prepared by:

James L. Marovitz

One First National Plaza

Chicago, Illinois 60603

La Salle National Bank Real Estate Trust Department 135 S. La Salle Street

Chicago, Illinois 60690

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25 260892			strument as such				
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c	FOX NO.	Address of Property	LaSalle National Bank TRUSTEE TO T	Roger Baylan 120 West Madison Suite 800	< '	ASalle National Bank 135 South La Salle Street CHICAGO, HLINOIS 60690	=
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EXHIBIT A

Unit __608____ in the 1115 South Plymouth Court Condominium, as delineated on a survey of the following described real estate:

Lot 2 (except the East 50.0 feet of the North 120.33 feet thereof) 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.

which survey is attached as Exhibit "A-2" to the Declaration of Condominium recorded as Document 25205468 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 sociect 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; er ents and building lines of record; the lien of additional taxes which may be assessed by reason of the construction a pew or additional improvements on the Parcel; liens and other matters, if any, insured over by Chicago Title In utance 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 flust 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 crannensate for damage to the Unit, if any, if Grantee sells the conveyed premises or any portion thereof or interest ther in within two (2) years of Grantor's conveyance to Grantee. Grantee shall give Dearborn Park Corporation at le. st 45 days prior written notice of the proposed sale, which notice shall contain the name and address of the proposed rurct aser 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 oforesaid terms. If Dearborn Park Corporation gives written notice to Grantee within said 45-day period that it loss not elect to exercise said right, or if Dearborn Park Corporation fails to give written notice to Grantee within said (5-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 effrict at dishall 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 or 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 rep rchase price as aforesaid. Also subject to: the right and option of Dearborn Park Corporation (Limited Divider d) 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 Grantees s family (related to Grantee by blood or marriage) to occupy the conveyed premises as its principal residence within n' nety (90) days and continuously for two (2) years after Grantor's conveyance to Grantee. If Grantee notifies Dearbor 1.2 rk Corporation in writing of its intent to vacate or never occupy the Unit, if Dearborn Park Corporation exercises its righ, and option to repurchase as aforesaid such exercise must be by written notice to Grantee, within sixty (60) cays 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 to option and right to repurchase at any time thereafter by written notice as aforesaid to Grantee. The closing or the repurchase shall be thirty (30) days after the date of Dearborn Park Corporation's notice, or at such other time as may be a preed 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 convenants hereunder and an occur an 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 octur ant subsequently vacates the Unity