

# UNOFFICIAL COPY

25274546

THIS INDENTURE, Made this 24th day of October A. D. 1979 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 1979, and known as Trust Number 101101, grantor, and Calvin T. Nakata grantee.

(Address of Grantee(s): 333 E. Ontario, Chicago, IL

11.00

WITNESSETH, that said grantor, in consideration of the sum of Ten Dollars, (\$ 10.00 ) and other good and valuable considerations in hand paid, do hereby grant, sell and convey unto said grantee, 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 1115 South Plymouth Court Condominium, Chicago, Illinois.

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

This Deed is executed pursuant to and in the exercise of the power and authority granted to 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 hereunto affixed and has caused its name to be signed to these presents by its Assistant Vice President and its Assistant Secretary, the day and year first above written.

LaSalle National Bank

as Trustee as aforesaid,

Assistant Secretary

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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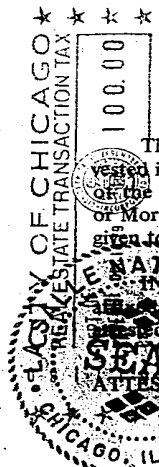
COOK COUNTY CLERK'S OFFICE

1979 DEC 10 PM 1:22

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\$ 36 - PAID  
G. C. I. REV. STAMP

COOK CO. NO. 016  
DEPT. OF REVENUE  
STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
36.00



# UNOFFICIAL COPY

STATE OF ILLINOIS  
COUNTY OF COOK

ss:

25274546

I, Vicki Kerrigan a Notary Public in and for said County,  
James A. Clark

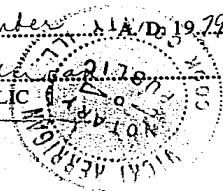
in the State aforesaid, DO HEREBY CERTIFY that.....

Assistant Vice President of LA SALLE NATIONAL BANK, and L. A. MUELLER

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.

GIVEN under my hand and Notarial Seal this 21st day of November A.D. 1979

Vicki Kerrigan  
NOTARY PUBLIC



My Commission Expires June 30, 1981

**BOX 533**

Box No. ....

## TRUSTEE'S DEED

Address of Property  
.....  
.....

**LaSalle National Bank**  
TRUSTEE  
TO

*Trust to:  
William B. Mc Clure  
2500 Harris Bank Building  
115 So. La Salle St.  
Chicago, Illinois 60603*

**LaSalle National Bank**

135 South La Salle Street  
CHICAGO, ILLINOIS 60690

6028-A CP (6-74)

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT A

Unit 304 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 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. 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 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 principal 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.

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**END OF RECORDED DOCUMENT**