

26 990 143

THIS INDENTURE, Made this 15th day of February A. D. 19 84 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 April 19 81, and known as Trust Number 103785, party of the first part, and Kelley L. McLaughlin, a never married person party of the second part ("Grantee")

(Address of Grantee(s): 30 North LaSalle Street, Chicago, Illinois)

MAR 02 '84 6 94 48836 DB

WITNESSETH that said party of the first part, in consideration of the sum of Ten and No/100----- Dollars, (\$ 10.00-----) and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said party of the second part, 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 33A in the One Magnificent Mile Condominium, Chicago, Illinois, subject to those matters described on Exhibit "B" attached hereto and made a part hereof.

13.00

together with the tenements and appurtenances thereunto belonging.

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

Except under provisions of the Graph. D. Section 1500-1030 Real Estate Transfer Tax Act. 3/2/84 [Signature] Buyer, Seller or Representative

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: LaSalle National Bank as Trustee as aforesaid, [Signature] Assistant Secretary [Signature] Assistant Vice President

This instrument was prepared by: Jonathan A. Cohen, Esq. Rudnick & Wolfe - Suite 2900 30 North LaSalle Street Chicago, IL 60603 La Salle National Bank Real Estate Trust Department 135 S. La Salle Street Chicago, Illinois 60690

BOX 333

Return to: Patrice Beyer 10220/DB

26 990 143

STATE OF ILLINOIS  
COUNTY OF COOK

ss:

MARTHA ANN BROOKINS

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

in the State aforesaid, DO HEREBY CERTIFY that..... MARTIN S. EDWARDS

Assistant Vice President of LA SALLE NATIONAL BANK, and ..... James A. Clark

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 24 day of Feb A. D. 1987  
Martha Ann Brookins  
NOTARY PUBLIC

My Comm. Expires on or before 01, 1987

COOK COUNTY ILLINOIS  
FILED FOR RECORD  
1987 MAR -2 AM 10: 07

RECORDED  
20990143

*John J. Wilson*

26 990 143

Box No. ....  
**TRUSTEE'S DEED**

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

**LaSalle National Bank**  
TRUSTEE  
TO

**LaSalle National Bank**  
135 South La Salle Street  
CHICAGO, ILLINOIS 60690  
8028-A AF (6-74)

EXHIBIT "A"

Parcel 1:

Unit No. 33A in One Magnificent Mile Condominium as delineated on survey of parts of certain lots in Moss Subdivision of part of Lot 10, and parts of certain lots and vacated alley lying South of the South line of certain lots in Lawrence's Subdivision of part of Lot 7, all in the subdivision of the North 1/2 of Block 8 in Canal Trustee's Subdivision of the South Fractional 1/4 of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit A to Declaration of Condominium recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 26845241 as amended from time to time; together with its undivided percentage interest in the common elements.

Parcel 2:

All those certain easements, privileges, rights of use, and all other benefits described in that certain One Magnificent Mile Declaration of Covenants, Conditions, Restrictions, and Easements made and entered into as of November 1, 1983, by the LaSalle National Bank, a national banking association, as Trustee under Trust Agreement dated September 14, 1978, and known as Trust No. 100049 and recorded November 1, 1983, as Document No. 26845239\*, and as created for the benefit of Parcel 1 by a deed from LaSalle National Bank, a national banking association, as Trustee under Trust Agreement dated September 14, 1978, and known as Trust No. 100049 to LaSalle National Bank, a national banking association, as Trustee under Trust Agreement dated April 1, 1981, and known as Trust No. 103785 dated November 1, 1983, and recorded November 1, 1983, as Document No. 26845240, all in Cook County, Illinois.

\*as amended from time to time,

Grantor also hereby grants to Grantee, its 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 aforementioned Declaration.

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

0002/0426

EXHIBIT "B"

- (a) General real estate taxes not due and payable;
- (b) Limitations and conditions imposed by the Condominium Property Act of Illinois;
- (c) Terms, provisions, covenants and conditions contained in, and rights and easements established by Declaration of Condominium Ownership and Easements, Restrictions, Covenants and By-Laws for One Magnificent Mile Condominium Association, as amended from time to time;
- (d) Applicable zoning and building laws and ordinances and other ordinances of record;
- (e) Encroachments, if any;
- (f) Leases and licenses affecting the Common Elements, if any;
- (g) Easements, agreements, conditions, covenants and restrictions of record;
- (h) Terms, provisions, covenants and conditions contained in, and rights and easements established by the Declaration of Covenants, Conditions, Restrictions and Easements dated November 1, 1983 recorded in the office of the Recorder of Deeds of Cook County, Illinois on November 1, 1983 as document number 26845739, as amended from time to time;
- (i) Acts done or suffered by Grantee(s) or anyone claiming by, through or under Grantee(s);
- (j) Right of Repurchase created by paragraph 17 of that certain Condominium Purchase Agreement dated October 27, 1987, by and between Sheldon L. Friedstein and Laura L. Friedstein, Grantee, as Purchaser, and The Levy Organization Development Company, Inc., as agent for the beneficiaries of LaSalle National Bank Trust Number 100049 created pursuant to Trust Agreement dated September 14, 1978, as Seller, to wit:

"17. Right of Repurchase.

In the event Purchaser [Grantee] desires to sell or proposes to close the sale of the Unit Ownership [Unit Number 32A in One Magnificent Mile Condominium, together with its undivided percentage interest in the common elements] within one (1) year after the Closing Date, Purchaser hereby grants Seller [Grantor] a right to repurchase the Unit Ownership on the terms and conditions hereinafter set forth. Purchaser shall notify Seller in writing not less than forty-five (45) days prior to the closing of such a proposed sale, which notice shall contain the name and address of the proposed purchaser and shall contain a copy of the proposed contract of sale including the terms and conditions of sale. Seller shall have the right to repurchase the Unit Ownership, which right shall be exercised by written notice to Purchaser within thirty (30) days after receipt of said notice from Purchaser, on the following terms: (i) the price shall be the Repurchase Price (as hereinafter defined) plus or minus prorations of general real estate taxes, prepaid insurance premiums, utility charges, monthly assessments and other similar proratable items; (ii) Purchaser shall convey good and marketable title to the Unit Ownership to Seller or its designee, subject only to those permitted exceptions (excluding acts of Purchaser) existing at closing and any acts of Seller; (iii) closing of the repurchase shall be effected through an escrow as described in Paragraph 5(b) hereof; and (iv) Purchaser shall bear all costs of the escrow and title insurance in the amount of the Repurchase Price. The Repurchase Price shall be the Purchase Price set forth in Paragraph 2 hereof plus the cost of any improvements made by Purchaser to the Purchased Unit after the Closing Date, which costs shall be established by copies of paid bills delivered to Seller at the time of giving of Purchaser's 45 day notice to Seller. If Seller notifies Purchaser within the aforesaid 30 day period of its election to repurchase the Unit Ownership, then such

26 990 145

Office

# UNOFFICIAL COPY

0002/0426

repurchase shall be closed within thirty (30) days after the giving of Seller's notice of such election. In the event of Seller's repurchase of the Unit Ownership as provided herein, Purchaser agrees to reconvey the Purchased Unit to Seller in the same physical condition as at closing, except for ordinary wear and tear and improvements or betterments made by Purchaser to the Purchased Unit.

If Seller gives written notice to Purchaser within said 30 day period that it does not elect to exercise said repurchase right, or if Seller fails to give written notice to Purchaser during the 30 day period, then Purchaser may proceed to close the proposed sale; provided, however, that if Purchaser fails to close the proposed sale with the proposed purchaser at the purchase price and on the other terms and conditions contained in the aforesaid notice, the right of repurchase granted to Seller herein shall remain in effect and shall be applicable to any subsequent proposed sale by Purchaser of the Unit Ownership within the remainder of the said one-year period. If Purchaser so proceeds to close the proposed sale as aforesaid, upon Purchaser's written request Seller will execute and deliver to Purchaser a release of Seller's rights under this Paragraph 17, which delivery may be conditioned upon closing of such sale.

Any purported sale of the Unit Ownership in violation of the provisions of this Paragraph 17 shall be null and void and of no force and effect. The Trustee's Deed to be delivered on the Closing Date hereunder shall contain provisions incorporating the foregoing right of repurchase.

For purposes of this Paragraph 17 "sell" or "sale" means any sale, transfer or other voluntary conveyance of the Unit Ownership, lease with an option to purchase the Unit Ownership or any assignment (except for collateral purposes only) of all or any portion of the beneficial interest or power of direction under any trust which owns legal or beneficial title to the Unit Ownership for consideration.

Seller's right of repurchase under this Paragraph 17 shall be subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the Unit Ownership."

The aforesaid Right of Repurchase is modified by Rider # 1 to the Purchase Agreement as follows:

"If, at the time Seller receives Purchaser's notice under Paragraph 17 of this Purchase Agreement, Seller has contracted to sell all of the A-tier units in One Magnificent Mile Condominium Seller will execute and deliver to Purchaser a release of Seller's rights under Paragraph 17 upon Purchaser's written request therefor."

END OF RECORDED DOCUMENT

26 930 143