#### BELGRAVIA TERRACE

67652376

## TRUSTEE'S DEED

THIS INDENTURE made this <u>lst</u> day of <u>December</u>, 19 87, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America, and duly authorize to accept and execute trusts within the State of Illinois, not personally, but as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said Bank in purposance of a certain Trust Agreement dated the 15th day of April, 1986, and known as Trust % . 67071, Grantor, and <u>Daniel J. Nayle and Mary K. Nayle</u>, Grant

WITNESSETH, that Granter, in consideration of the sum of Ten (\$10.00) bollars, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto the Grantes, not as Tenants in Common, but as Joint Tenants, the following described real estate, situated in Cook County, Illinois, together with the tenements and appurtenances thereunte belonging

PARCEL 1

Unit No. 114 G Wisconsin , in Belgravia Terrace, a Condominium, as delirected on survey of the following described property:

Lots 26 to 33 in pagett and Hill's Subdivision of Block 40 in Canal Trustees! Subdivision of the North 1/2 and the North 1/2 of the South East 1/4 and the East 1/2 of the South West 1/4 of Section 33. Township 40 North, Range 14, East of the Third Principal Meridian.

#### ALSO:

Lot 1 (except that part thereof dedicated for public alley) in the Subdivision of Lots 20 to 25, both inclusive, in Subdivision of Block 40 of Canal Trustees' Subdivision in Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, also known as Lot 20 and the North 1 feet of Lot 21 in Doggett and Hill's Subdivision of Block 40 in Canal Trustees' Subdivision on Section 33, Township 40 North, Range 14, East of the Third Principal Meridian.

## ALSO:

The West 1/2 of the vacated North/South public alley, 19ing due East of and adjacent to Lots 26, 27, 28, 29 and 30 of the Subdivision of Brock 4% of Canal Trustees' Subdivision of the North 1/2 and the North 1/2 of the South East 1/4 and the East 1/2 of the South West 1/4 of Section 33, Township 40 North, Range 14, Fact of the Third Principal Meridian. all in Cook County, Illinois (hereinafter referred to as "Parcel"), which survey is attached as Exhibit "A" to Declaration of Condominium made by American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated April 15, 1986, and known as Trust Number 67071, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 87,556,2%, togetter with an undivided percentage interest in said Parcel, excepting from said Parcel all the property and space comprising all the units thereof as defined and section the said Declaration and Survey as amended from time to time.

PARCEL 2:

Parking Space  $\frac{9414G}{Wisconsin}$ , a Limited Common Element appurtenant to Unit  $\frac{414~G}{Wisconsin}$ , as defined and set forth in the aforementioned Declaration of Condominum, as amended from time to time.

Permanent Index Numbers: 14-33-307-065, 14-33-307-067 and 14-33-307-064

Grantor also hereby grants to Grantoe, his, her or their successors and assigns, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said real estate set forth in the aforesaid Declaration, and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining real estate described therein. Grantor further reserves to itself and its beneficiary, and their successors and assigns, and Grantee hereby grants to Grantor and its beneficiary, the rights to repurchase and remedy as provided in Paragraphs 18 and 19 of the Furchase Agreement dated 101y 14 , 1987 , between WHS ASSOCIATES, an Illinois limited partnership, sole beneficiary of the Grantor, and Daniel J. Nagle and Nary K. Nagle for the purchase of said real estate (the "Purchase Agreement"), the terms of which are set forth on Exhibit A, attached hereto and made a part hereof. The foregoing rights of repurchase and remedy herein

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Property of County Clerk's Office

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reserved by Grantor and granted by Grantee pursuant to Paragraphs 18 and 19 of the Furdhace Agreement, are hereby subordinated to the rights of the holder of any mortgage, or trust deed hereafter placed upon the real estate described herein.

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

This Trustee's Deed is also subject to: The Condominium Property Act, the Declaration of Condominium Ownership, the Plat of Survey, current real estate taxes not yet due and payous laws and ordinances (including, but not limited to zoning and building laws and ordinances), conditions, covenants and restrictions of record, and easements of record.

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

This deed is executed by Grantor, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said deed of deeds in Crimt and the provisions of said Trust Agreement above-mentioned, and of every other power and authority thereunto enabling.

IN WITTES: WHEREOF. Granter has caused its corporate seal to be affixed hereto, and has caused its name to be signed in these presents by one of its Vice Presidents or its Assistant Vice Presidents and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF

ATTEST:	CHICAGO, as Trustee as aforesaid/ and not
	personally,
1 Mars and a	
Assistant Secretary	Vice-President
( ) magastania tota tamay	T -
	`
STATE OF ILLINOIS }	
) SS.	
Country of Cook y	4
I, the undersigned, all	Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that L. MICHAEL W	HELAN Vice President,
and 1ster H. Johanson	, Assistant Societary, of the AMERICAN NATIONAL
BANK AND TRUST COMPANY OF CHICAGO,	a national banking assoc ation, Grantor, personally known to subscribed to the foregoing instrument as such
Provident and Assistant Secretary	v. respectively appeared before me this day in person and
acknowledged that they signed and de-	elivered the said instrument as their own free and voluntary
act, and as the free and voluntar	ry act of said Bank, for the uses and purposes therein set
forth; and the said Assistant Seco	retary then and there acknowledged that said Assistant Secre-
tary, as custodian of the corporate	seal of said Bank, caused the corporace scal of said Bank to
be affixed to said instrument as said in from and voluntary act of said i	aid Assistant Secretary's own free and voluntary act. and as Bank, for the uses and purposes therein set $\psi(x^{i_0})$ .
the free that totaled to the birds	- de1659
Given under my hand and	Notarial Seal this day of
19	
My Commission expires:	
Thy Commitsion expires.	
	NOTARY FUBLIC
Delivery Instructions:	Address of Grantee:
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Address of Property:	And the second of the second o
414 G Wisconsin	\$ 10 Sun 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Chicago, Illinois 60614	Zavenape povez veranecearararararara

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## EXHIBIT A

TO TRUSTEE'S DEED DATED December 1

CONVEYING UNIT NO. 414 G Wisconsin

IN BELGRAVIA TERRACE, A CONDOMINIUM

## 18. RIGHT OF REPURCHASE.

(a) Purchaser hereby grants. Seller a right to repurchase the Purchased Unit on the terms and conditions hereinafter set forth. In the event Purchaser does not reside in the Purchase. Unit within seven (7) months after the Closing Date, or if within one (1) year after the Closing Pate Purchaser contracts to sell or lease the Purchased Unit, Seller shall have the right to repurchase the Purchased Unit. Purchaser shall notify Seller in writing not less than sixty (60) days prior to the closing of such a proposed sale or lease, which notice shall contain the name and address of the proposed purchaser or tenant and shall contain a copy of the property of sale or lease, including the terms and conditions of such sale or lease. Seller shall have the right to repurchase the Purchased Unit, which right shall be exercised by written notice to rarchaser within thirty (30) days after receipt of said notice from Purchaser, or within thirty 30) days after such seven (I) month period, on the following terms: (i) the price shall of the Repurchase Price (as hereinafter defined), plus or minus prorations of general real estate taxes, prepaid insurance premiums, monthly assessments and other similar proratable items; (4) Purchaser shall convey, by Warranty Deed, good, marketable, and insurable title to the Purchased Juit to Seller, or its designee, subject only to the permitted exceptions (excluding acts of Purco ser) existing at Closing and any acts of Seller; (iii) closing of the repurchase shall be effected through an escrow as described in Paragraph 6(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 of the Purchase Price set forth in Paragraph 2 hereoff, ea o adjusted by the cost of all Extras and Credit Items, pursuant to Paragraph 4, if any, plus the cost of any improvements made by Parliaser to the Purchased Unit after the Closing Date, which costs shall be established by copies of paid bills delivered to Seller either at the time of giving of Purchaser's sixty (60) day no i e to Seller or within thirty (30) days after such seven (7) month period if Purchaser does not reside in the Purchased Unit within such seven (7) month period. If Seller notifies Purchaser within the aforesaid thirty (30) day period of its election to repurchase the Purchased Unit, then such 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 Purchased Unit, as provided herar, 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 Firchased Unit.

- (b) If Seller gives written notice to Purchaser within said thirty (30) day period that it does not elect to exercise said repurchase right, or if Seller fails to give any written notice to Purchaser during the thirty (30) day period, then Seller's might to repurchase the Purchased Unit shall terminate and Purchaser may proceed to close the propesse sale or lease; provided, however, that if Purchaser fails to close the proposed sale or lease fail the proposed purchaser or tenant on the 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 sale or lease by Purchaser of the Purchased Unit within the remainder of the wild one year period. Purchaser so proceeds to close the sale or lease as aforesaid, upon Pirchiser's written request, Seller will execute and deliver to Purchaser a release of Seller's sign a under this Paragraph 18, which delivery may be conditioned upon closing of such sale or lease.
- (c) Any sale, lease, assignment or conveyance of the Furchased Unit in violation of the provisions of this Paragraph 18 shall be null and void and of no force and effect. The Leed to be delivered on the Closing Date bereunder shall contain provisions incorporating the foregoing right of repurchase.
- (d) For purposes of this Paragraph 18 the words "sell" or "sale" means any sale, transfer or other voluntary conveyance of the Purchased Unit, lease with an option to purchase the Purchased Unit, any assignment of this Agreement, 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 Purchased Unit for consideration,
- (e) Seller's right of repurchase under this Paragraph 18 is hereby subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the Purchased Unit.

intentional misrepresentation and fraud

19. REMEDY. Except for actions for breach of warranty/ in the event of any legal action within five (5) years after Closing by or on behalf of the Purchaser, its successors or assigns, against the Seller, its agents, servants, any shareholder or partner (general or limited) of Seller, or any other party affiliated with Seller, the Trustee or its beneficiary for any claim or cause of action arising directly or indirectly from the purchase of the Purchased Unit, then, at the option of the Seller, its successors and assigns, within a period of five (1) years from

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the late of the institution of said action, and upon sixty (60) days prior written notice to the Purchaser, the Seller, its successors and assigns, may tender back to the Eurobaser. the Purchase Price (plus or minus prorations of general real estate taxes, prepaid insurance premiums, mouthly assessments and other similar proratable items) adjusted by the cost of all Extra and Credit Items, if inv, plus/king king and in the pris the cost of any improvements made in Purchaser to the Purchased Unit after the Closing Date (which costs shall be established 1): copies of paid bills delivered to Seller) as liquidated damages, for all damages of any kind and nature whatsoever. Purchaser shall tender to Seller, its successors and assigns, by Warranty Bond, good, marketable and insurable title to the Purchased Unit (subject only to the permitte) exceptions, excluding acts of Purchaser, existing at Closing and any acts of Seller), a title insurance policy, and possession of the Purchased Unit, and this transaction shall be deems: rescinded. Closing shall be effected through an escrow as described in Paragraph 6(b) hereof. Purchaser shall bear the cost of the title insurance in the amount of the purchase price set forth in this Paragraph 19. The cost of the escrow shall be paid by Seller. The Deed to be delivered on the Closing Date hereunder shall contain provisions incorporating the foregoing Seiler's remedy under this Paragraph 19 is hereby subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the Furchased Unit.

holder of any mortgage or trust deed hereafter placed upon the Furchased Unit.

\* for each year elapsed between the Closing Date and the institution of such action

\* Company of the following Date and the institution of such action

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