

UNOFFICIAL COPY

BELGRAVIA TERRACE

88100875

TRUSTEE'S DEED

THIS INDENTURE made this 15th day of August, 1988, 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 authorized 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 pursuance of a certain Trust Agreement dated the 15th day of April, 1986, and known as Trust No. 67071, Grantor, and GERALD M. BROWN AND ROSALIND BROWN, Grantee. husband and wife,

WITNESSETH, that Grantor, in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto the Grantee, 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 thereunto belonging:

PARCEL A

Unit 1913 North Hudson, as delineated on the plats of survey the following described parcels of real estate:

PARCEL 1:

Lots 26 to 33 in Doggett 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, in Cook County, Illinois;

PARCEL 2:

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 foot of Lot 21 in Doggett and Hill's Subdivision of Block 40 in Canal Trustees' Subdivision of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

PARCEL 3:

The vacated North/South public alley, lying due East of and adjacent to Lots 26, 27, 28, 29 and 30 of the Subdivision of Block 40 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, East of the Third Principal Meridian, in Cook County, Illinois;

DEPT-01 RECORDING \$16.00
 152222 TRAN 6847 09/01/88 15:40:00
 #9447 # B *-88-400875
 COOK COUNTY RECORDER

PARCEL 4:

The East 88 feet of the South 50 feet of Lot 3 and the East 80 feet (except the South 50 feet) of Lot 3 in Subdivision of Lots 20 to 25, both inclusive, in Subdivision of Block 40 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, East of the Third Principal Meridian, in Cook County, Illinois;

PARCEL 5:

Lot 2 and that part of Lot 3 beginning at a point 88 feet West of the Southeast corner of said Lot; thence North 50 feet; thence East 6 feet, thence North 38 feet to the North line of said Lot; thence West 41 feet to the West line of said Lot; thence South 88 feet to the Southwest corner of said Lot; thence East 35 feet on the South line of said Lot to the place of beginning, in the Subdivision of Lots 20 to 25, both inclusive, in Doggett and Hill's Subdivision of Block 40 in the 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, in Cook County, Illinois;

PARCEL 6:

The West 2 feet of the East 82 feet of Lot 3 (except the South 50 feet of said Lot 3) in the Subdivision of Lots 20 to 25, both inclusive, in Doggett and Hill's Subdivision of Block 40, in the 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,

T.I. 232406 1 OF 2 AR

88100875

88100875

Box 15
 16

UNOFFICIAL COPY

033816

★ CITY OF CHICAGO ★
★ REAL ESTATE TRANSACTION TAX ★
★ DEPT. OF REVENUE SEP-1988 ★
★ 033816 ★
★ *Cancelled* ★
★ 299.25 ★

040300
Cook County
REAL ESTATE TRANSACTION TAX
REVENUE JAMP SEP-1988
Cancelled
189.75

★ CITY OF CHICAGO ★
★ REAL ESTATE TRANSACTION TAX ★
★ DEPT. OF REVENUE SEP-1988 ★
★ 033816 ★
★ *Cancelled* ★
★ 900.00 ★

079184
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE
199.75

★ CITY OF CHICAGO ★
★ REAL ESTATE TRANSACTION TAX ★
★ DEPT. OF REVENUE SEP-1988 ★
★ 033816 ★
★ *Cancelled* ★
★ 900.00 ★

★ CITY OF CHICAGO ★
★ REAL ESTATE TRANSACTION TAX ★
★ DEPT. OF REVENUE SEP-1988 ★
★ 033816 ★
★ *Cancelled* ★
★ 900.00 ★

88-10875

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Range 14 East 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 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 87,336,241, together 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 set forth in said Declaration and Survey as amended from time to time.

PARCEL B

Parking Space P-1913, a Limited Common Element appurtenant to Unit 1913 North Hudson as defined and set forth in the aforementioned Declaration of Condominium, as amended from time to time.

Permanent Index Numbers: 14-33-307-044, 14-33-307-066, 14-33-307-065, 14-33-307-067 and 14-33-307-066

Grantor also hereby grants to Grantee, 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 Purchase Agreement dated May 15, 1988, between VHS ASSOCIATES, an Illinois limited partnership, sole beneficiary of the Grantor, and Gerald M. Brown and Rosalind Brown 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 reserved by Grantor and granted by Grantee pursuant Paragraphs 18 and 19 of the Purchase 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 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.

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 payable, laws and ordinances (including, but not limited to zoning and building laws and ordinances), conditions, covenants and restrictions of record, and easement 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 or deeds in trust and the provisions of said Trust Agreement above-mentioned, and of every other power and authority thereunto enabling.

IN WITNESS WHEREOF, Grantor 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 date and year first above written.

ATTEST:



AMERICAN NATIONAL BANK AND TRUST COMPANY OF
CHICAGO, as Trustee as aforesaid, and not
personally,

By: 
_____ Vice-President

RECORDED

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that FRANK W. BROWN, Vice-President, and FRANK W. BROWN, Assistant Secretary, of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, Grantor, personally known to be the same persons whose names are subscribed to the foregoing instrument as such FRANK W. BROWN Vice President and Assistant Secretary, respectively appeared before me this day in person and acknowledged that they signed and delivered the 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 the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Bank, caused the corporate seal of said Bank to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

AUG 29 1988

Given under my hand and Notarial Seal this _____ day of _____ < 19_____.

My Commission Expires:

L. M. Sorenson

NOTARY PUBLIC

Delivery Instructions:

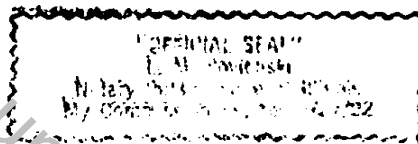
W. Richard Helms, Esq.
One IBM Plaza, #4300
Chicago, IL. 60611

Address of Grantee:

Gerald M. and Rosalind Brown
3 Stony Run Court
Dix Hills, NY 11746

Address of Property:

1913 North Hudson
Chicago, Illinois 60614



This instrument prepared by:

David W. Ruttenberg, Ruttenberg & Ruttenberg, 55 E. Monroe St., Chicago, IL 60603
Telephone: (312) 236-1022

Property of Cook County Clerk's Office

20080103 055

UNOFFICIAL COPY 5

EXHIBIT A
TO TRUSTEE'S DEED DATED August 15, 198 8
CONVEYING UNIT NO. 1913 North Hudson
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 Purchased Unit within seven (7) months after the Closing Date, or if within one (1) year after the Closing Date 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 proposed contract 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 Purchaser within thirty (30) days after receipt of said notice from Purchaser, or within thirty (30) days after such seven (7) month period, 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, monthly assessments and other similar proratable items; (ii) Purchaser shall convey, by Warranty Deed, good, marketable, and insurable title to the Purchased Unit to Seller, or its designee, subject only to the 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 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 shall be the Purchase Price set forth in Paragraph 2 hereof, adjusted by the cost of all Extras and Credit Items, pursuant to Paragraph 4, if any, 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 either at the time of giving of Purchaser's sixty (60) day notice 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 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.

(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 right to repurchase the Purchased Unit shall terminate and Purchaser may proceed to close the proposed sale or lease; provided, however, that if Purchaser fails to close the proposed sale or lease with 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 said one year period. If Purchaser so proceeds to close the sale or lease as aforesaid, upon Purchaser's written request, Seller will execute and deliver to Purchaser a release of Seller's rights 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 Purchased Unit in violation of the provisions of this Paragraph 18 shall be null and void and of no force and effect. The Deed to be delivered on the Closing Date hereunder 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.

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 (5) years from *provided, however, that such Seller shall have no such right if such sale or lease is a result of Purchaser's death, divorce or job-related transfer outside of the Chicago metropolitan area.

4810000000

UNOFFICIAL COPY

the date 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 Purchaser the Purchase Price (plus or minus prorations of general real estate taxes, prepaid insurance premiums, monthly assessments and other similar proratable items) adjusted by the cost of all Extras and Credit Items, if any, plus five percent (5%) and 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) as liquidated damages, for all damages of any kind and nature whatsoever. Purchaser shall tender to Seller, its successors and assigns, by Warranty Deed, good, marketable and insurable title to the Purchased Unit (subject only to the permitted 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 deemed 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 remedy. Seller'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 Purchased Unit.

Property of Cook County Clerk's Office

2011/11/15