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TAMERLANE

92402788

TRUSTEE'S DEED

THIS INDENTURE made this 28th day of May, 1992, between BOULEVARD BANK NATIONAL ASSOCIATION, 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 25th day of January, 1989, and known as Trust No. 8927, Grantor, and Andrew W. and Gail F. Marks of 1615 North Larabee, Chicago, Illinois, Grantee.

Marks

WITNESSETH, the Grantor, in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration in hand paid, does hereby grant, sell and convey unto the Grantee, as joint tenants with right of survivorship and not as tenants in common, the following described real estate, situated in Cook County, Illinois, together with the tenements and appurtenances thereunder belonging:

LOT 44 IN TAMERLANE SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED DECEMBER 28, 1989, AS DOCUMENT NUMBER 89614947, AND RERECORDED AS DOCUMENT NUMBER 89622233, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 14-29-302-153

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DEPT. OF RECORDING
 18111 TRAN 2226 06/05/92 12:13:00 \$25.50
 4821 10 * - 92 - 402788
 COOK COUNTY RECORDER

ADDRESS OF PROPERTY: 2701-L North Greenview Avenue, CHICAGO, ILLINOIS

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 that certain Declaration of Covenants, Conditions and Restrictions and Easements for Tamerlane Homeowner's Association made the 21st day of December, 1989, and recorded on December 26, 1989, in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 89614948, and re-recorded on December 29, 1989, with said Recorder as Document Number 89622233, and as amended on September 7, 1990, with said Recorder as Document Number 90437531, and as further amended by that certain Second Amendment to and Restatement of the Declaration of Covenants, Conditions, Restrictions and Easements for Tamerlane Homeowner's Association dated March 24, 1992 and recorded on March 24, 1992 with said Recorder as Document Number 92105008, and re-recorded on April 1, 1992, with said Recorder as Document Number 92218214 (the "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 right to remedy as provided in Paragraph 20 of the Purchase Agreement dated November 2, 1991, between TAMERLANE ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership, sole beneficiary of the Grantor, and Andrew A. and Gail F. Marks for the purchase of the real estate (the "Purchase Agreement") the terms of which are set forth on Exhibit A, attached hereto and made a part hereof. The foregoing right of and remedy herein reserved by grantor and granted by Grantee pursuant to Paragraph 20 of the Purchase Agreement is 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 contain in said Declaration the same as through the provisions of said Declaration were recited and stipulated at length herein.

This Trustee's Deed is also subject to:

- a. current non-delinquent real estate taxes and taxes for subsequent years;
- b. special taxes or assessments for improvements not yet completed and other assessments or installments thereof not due and payable as of the date hereof;
- c. plat of subdivision;
- d. the Declaration, including all amendments and exhibits thereto;
- e. public and utility easements recorded at any time prior to the date hereof, including any easements established by or implied from the Declaration or amendments thereto;

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- f. covenants, conditions, agreements, building lines and restrictions of record;
- g. applicable building laws, statutes, ordinances and restrictions and the Residential Planned Development zoning ordinance for the Property (as defined in the Purchase Agreement);
- h. roads and highways, if any;
- i. leases and licenses affecting the Common Elements;
- j. acts done or suffered by Grantee or anyone claiming by, through or under Grantee; and
- k. Grantee's mortgage.

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

This deed is executed by the 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 _____, the date and year first above written.

BOULEVARD BANK NATIONAL ASSOCIATION, as Trustee
as aforesaid, and not personally

ATTEST:

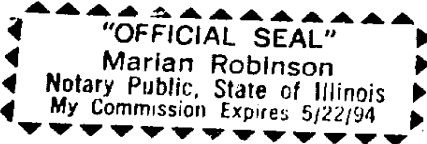
[Signature]

By [Signature]
Vice President

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 _____, Vice President, and _____, of BOULEVARD BANK NATIONAL ASSOCIATION, a national banking association, grantor, personally known to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and _____, 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 _____, then and there acknowledged that the said _____ as custodian of the corporate seal of said Bank, caused the corporate seal of said Bank to be affixed to said instrument as said _____ 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 3rd day of May, 1972.



Marian Robinson
Notary Public

Delivery Instructions:

JEFF GURIAN
180 N. LaSalle St #3820
Chicago Ill 60601

This instrument prepared by:
Alan D. Lev
Ruttenberg & Ruttenberg
325 West Huron Street, Suite 806
Chicago, Illinois 60610
(312) 751-2777

#2647.50
[Signature]

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EXHIBIT A

TO TRUSTEE'S DEED DATED JUNE 1, 1992
CONVEYING LOT NO. 44 IN TAMERLANE SUBDIVISION

20. REMEDY.

Except for actions for breach of warranty and fraud, in the event of any legal action arising commenced within five (5) years after Closing by or on behalf of the Purchaser, its successors or assigns, against the Seller, its agents, servants, or 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 or use and occupancy of the Dwelling Unit, then, at the option of Seller, its successors and assigns, within a period of five (5) years from 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 Changes, if any, plus five percent (5%) and plus the cost of any improvements made by Purchaser to the Dwelling Unit after the Closing Date (which costs shall be established by copies of paid bills and cancelled checks delivered to Seller) as liquidated damages, for all damages of any kind and nature whatsoever. Purchaser shall tender title to Seller, its successors and assigns, by Warranty Deed, good, marketable and insurable title to the Dwelling 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 Dwelling Unit, and this transaction shall be deemed rescinded. Closing shall be effected through an escrow as described in Paragraph 7(b) hereof. Purchaser shall bear the cost of the title insurance in the amount of the purchase price set forth in this Paragraph 20. The costs 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 20 is hereby subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the Dwelling Unit.

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