### **UNOFFICIAL**

92720009 TAMERLANE

Section 4. Real Estate Transfer Tax Act. Vexx 150 K 300C () Buyer, Seller on Representative

Air for plovisions of Paragraph.

#### QUIT GLAIM DEED

THIS INDESTURE made this 15th day of August, 1992, between TAMERLANE CRESCENT GENERAL PARTNERSHIP, an Illinois general partnership, Grantor, and GEOFFREY E. HEEKIN, a bachelor, and HEATHER A. HIRSCHLE, a spinster, of 2675-C North Greenview Avenue, Chicago, Illinois, Grantee, not as tenants in common but in joint tenancy.

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 the following described roal estate, situated in Cook County, Illinois, together with the tenements and appurtenances thereunder belonging:

#### PARCEL 1:

LOT 9 IN TAMERIANE CRESCENT, BEING A RESUBDIVSION OF PART OF THE SOUTHWEST 1/4 OF SECTION 29 TO INSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIPIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2.

Q2/7933Q

COUK COUNTY RECURDER

PARCEL 2:

92723339

PERPETUAL NON-EXCLUSIVE EASEMENT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS IN, TO, OVER AND ACROSS LOT 12 AS CREATED AND SET OUT IN THE PLAT OF SUBDIVISION RECORDED MARCH 20, 1952, AS DOCUMENT NUMBER 92184810, AND LOT 49 AS CREATED AND SET OUT IN THE PLAT OF SUBDIVISION RECORDED DECEMBER 28, 1989, AS DOCUMENT NUMBER 89614947 AND RERECORDED AS DOCUMENT NUMBER 89622232.

PERMANEN'T INDEX NUMBER: 14-29 307-132, 14-29-302-133, 14-29-302-140,

14-29 302-158

ADDRESS OF PROPERTY: 2675-c NORTH GREENVIEW AVENUE, CHICAGO, ILLINOIS 60614

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 eading set forth in that certain Declaration of Covenants, Conditions and Restrictions of Easements for Tamerlane Homoowners' Association made the 21st day of December, 1987, 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 Homeowners' 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"). Grantse hereby takes title subject to the rights to repurchase and remedy as provided in Peragraphs 19 and 20 of the Purchase Agreement dated April 8, 1992, 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 rights of repurchase and remady are hereby subordinated to the rights of the holder of any mortgage or trust deed he eafter placed upon the real estate described herein.

This 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 Deed is also subject to:

- current non-delinquent real estate taxes and taxes for subsequent years;
- special taxes or assessments for improvements not yet completed;
- plat of subdivision;
- d. the Declaration, including all amendments and exhibits thereto;
- public, private and utility easements recorded at any time prior to the date hereof provided said easements do not interfere with Purchaser's use and enjoyment of said property as their primary residence, including any easements established by or implied from the Declaration or amendments thereto;

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# 2723339

### **UNOFFICIAL COPY**

- 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;
- 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 aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Partnership Agreement and of every other power and authority thereunto enabling.

IN WITNESS WHEREOF, Grantor has executed this Deed this 25 day of August 7

TAMERLANE CRESCENT GENERAL PARTNERSHIP, an Illinois general partnership

1/1/-//

Geoffrey/E. Heckin, General Partner

By Charles A. Hirschle, General Partner

STATE OF ILLINOIS )

SS
COUNTY OF C O O K )

I, the undersigned, a Notary Public in and for the Courty and State aforesaid, DO HEREBY CERTIFY that GEOFFREY E. HEEKIN and HEATHER A. HIP THEE, personally known to me to be all of the general partners of TAMERIANE CRESCENT GENERAL PARTNERSHIP, an Illinois general partnership, and personally known to be the time persons whose names are subscribed to the foregoing instrument as such general partners, 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 partnership, for the uses and purposes therein set forth.

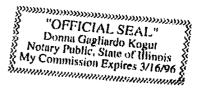
Given under my hand and Notarial Seal this 25 day of Alexander, 1993

NOTATE PUBLIC GLOUNDO KEX LX

Delivery Instructions:

LONNH G. KOGUT 1315 W. NORTH AUG. KIVEN FONEST, IZ-40305 This instrument prepared by:

Donna Gagliardo Kogut 7375 W. North Avenue River Forest, Illinois 60305 (708) 566-4883



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#### EXHIBIT A

TO TRUSTEE'S DEED DATED AUGUST 15, 1992 CONVEYING LOT NO. 9 IN TAMERLANE CRESCENT

#### 19. RIGHT OF REPURCHASE.

- Purchaser hereby represents and warrants as of the date hereof and as of the Closing Date that Purchaser is acquiring the Dwelling Unit for personal use and not for resale or lease and that in acquiring the Dwelling Unit, Purchaser is not acting as agent or nominee for any undisclosed party. Purchaser hereby grants Seller a right to repurchase the Dwelling Unit on the terms and conditions hereinafter set forth. In the event Pirchaser does not reside in the Dwelling Unit within seven (7) months after the Closing Date, or if within one (1) year after the Closing Date Purchaser contracts to sall or loase the Dwelling Unit, Seller shall have the right to repurchase the Dwelling Unit; provided, however, that such Seller shall have no such right if such fullure to so reside in the Dwelling Unit or sale or lease is a result of Purchaser's death, disability, divorce, separation or job-related transfer. Purchaser shall notify Seller in writing not more than thirty (30) days subsequent to the execution 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 condictons of such sale or lease. Seller shall have the right to repurchase the Dwelling 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: (1) 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 proratible items; (ii) Purchaser shall convey, by Warranty Deed, good, marketable and insurable title to the Dwelling Unit to Seller, or its designee, subject only to the Permi ited Exceptions (excluding acts of Purchaser) existing at Closing and any acts of Seller, ('ii) closing of the repurchase shall be effected through an escrow as described in Paragraph 7(b) hereof; and (iv) Purchaser shall bear all costs of the escrow and title invurence in the amount of the Repurchase Price. The Repurchase Price shall be the Purchase Price set forth in Paragraph 2 hereof, adjusted by the costs of all Changes pursuant to Paragraph 4, if any, plus the cost of any improvements made by Purchaser to the Dwilling Unit after the Closing Date, which costs shall be established by copies of paid bills an! cancelled checks 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 Saller notifies Purchaser within the aforesaid thirty (30) day period of its election to purchase the Dwelling 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 Dwelling Unit, as provided herein, Furchaser agrees to reconvey the Dwelling 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 Dwelling Unit.
- (b) If Seller gives written notice to Purchaser within said thirty (20) day period that it does not elect to execute said repurchase right, or if Seller inits to give any written notice to Purchaser during the thirty (30) day period, then Seller's right to repurchase the Dwelling 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 Dwelling 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 request, Seller will execute and deliver to Purchaser a release of Seller's rights under this Paragraph 19, which delivery may be conditioned upon closing of such sale or lease.
- (c) Any sale, lease, assignment or conveyance of the Dwelling Unit in violation of the Provisions of this Paragraph 19 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 19 the words "sell" or "sale" shall include among other definitions any sale, transfer, articles of agreement for deed, corporate

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transfer or other voluntary conveyance of the Dwelling Unit, any partnership interest in any partnership owning an interest in the Dwelling Unit, any lease with an option to purchase the Dwelling Unit, any assignment of this Agreement, 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 Dwelling Unit for consideration or any conveyance or transfer which intends directly or indirectly to cause the transfer of the right of ownership. Notwithstanding the foregoing, upon Purchaser's request, Seller will deliver a written release of its rights under this Paragraph 19 following the closing of the sale of the last unit to be constructed in the Project.

(e) Seller's right of repurchase under this Paragraph 19 is hereby subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the Dwelling Unit.

#### 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 Soller, its agents, servants, or any shareholder or partner (general or limited) of Soller, 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 Siler, 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 Furchmeer, 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 insurince 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 liquidited 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 (aubject 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 rescinced. 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 prize 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 in orporating the foregoing remedy. Seller's remedy under this Paragraph 20 is hereby subcroinated to the rights of the The th. Seller's remedy under this Paragraph 20 is hereby sub rainated to the rights of the holder of any mortgage or trust deed hereafter placed upon the Dwelling Unit.

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#### STATEMENT BY GRANTOR AND GRANTLE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

to real estate in Illinois, or other entity	recognized as a person and author-
ized to do business or acquire title to a State of Allinois.	eal effets under the laws of the
State di Lilinoisi	
Dated 8-25 19 L. Signature:	what I have
	////Grantor or Agent
	VV
Subscribed and sworn to before	O Suranamananananananananananananananananana
me by the said AQUINT TOUNDERS	1" S 90/91/E SOURCE transcription (c. 3)
this 25 day of Aury At.	Down Public State of Illinois
1992.	くっこ まぐずり … 1をおりつなりひょうしょ (
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The grantee or his agent affirms and veri	
abown on the deed or assignment of benefit either a natural person, an Illinois co	
authorized to do business or acquire and or	
a partnership authorized to do business	
estate in Illinois, or other entity recogn	
do business or acquire and hold title to	real estate under the laws of the
State of Illinois.	
1	
Lated 8 25 , 192 Signature/	Lot Ville
	//// grantee or Agent
Subscribed and sworn to before	
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Notary Public Sound gardiand	O Composition Expires 3/16/96
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NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or 4B) to be recorded in Gook County, Illinois, if exempt under provisions a Section 4 of the Illinois Real Estate Transfer Tax Act.)

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