



# UNOFFICIAL COPY

g. applicable building laws, statutes, ordinances and restrictions and the Residential Planned Development zoning ordinances 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 thereto 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 Vice President, the date and year first above written.

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

ATTEST:

[Signature]  
Vice President

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 Alex J. Horosoff Vice President, and RONALD E. MATHIAS Vice President, 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 Vice President, 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 [Signature] then and there acknowledged that the said Vice President, as custodian of the corporate seal of said Bank, caused the corporate seal of said Bank to be affixed to said instrument as said 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 16<sup>th</sup> day of JAN, 1992.

"OFFICIAL SEAL"  
Margaret M. Vita  
Notary Public, State of Illinois  
My Commission Expires 7/15/92

Margaret M. Vita  
Notary Public

Delivery Instructions:

Charles R. Gryll  
6703 N Cicero Avenue  
Lincolnwood, IL 60646

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

\$ 3150.00  
3.0

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## EXHIBIT A

TO TRUSTEE'S DEED DATED JANUARY 6, 1992  
 CONVEYING LOT 20 IN TAMERLANE SUBDIVISION

20. REMEDY.

Except for actions for breach of warranty and fraud, in the event of any legal action arising under the terms of this Purchase Agreement 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 proration 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 arising under the terms of this Purchase Agreement. 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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