

# UNOFFICIAL COPY

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TRUSTEE'S DEED

DEPT-01 RECORDINGS \$31.50  
 T#0011 TRAM 6728 09/03/93 14:47:00  
 #1251 # \*-93-706938  
 COOK COUNTY RECORDER

N 93085 / 6711215 15P  
 5/11/93 15P

This Indenture, made this 20th day of August, 1993, between LASALLE NATIONAL TRUST, N.A., a national banking association, Chicago Illinois, as Trustee under the provisions of a Deed or Deeds in Trust, duly recorded and delivered to said Bank in pursuance of a trust agreement dated the 1st day of July, 1986 and known as Trust Number 111297, party of the first part, and David J. DeJong and Gwen R. DeJong, his wife, as Joint Tenants and not as Tenants In Common, party of the second part

(Address of Grantee(s): 9203 S. Pleasant  
 Chicago Illinois 60620

WITNESSETH, that said party of the first part, in consideration of the sum of Ten and no/100ths Dollars (\$10.00) and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said party of the second part the following described real estate, situated in Cook County, Illinois to wit:

UNIT NO. 2804 in 100 East Huron Street Condominium as delineated on a survey of the following described real estate:

LOT 2 IN CHICAGO PLACE, A RESUBDIVISION OF THE LAND, PROPERTY AND SPACE WITHIN BLOCK 46 (EXCEPT THE EAST 75.00 FEET THEREOF) IN KINZIE'S ADDITION TO CHICAGO IN THE NORTH HALF OF SECTION 10, TOWNSHIP 29 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CHICAGO PLACE RECORDED SEPTEMBER 7, 1990, AS DOCUMENT NO. 9043974, IN COOK COUNTY, ILLINOIS

which survey is attached as Exhibit "A" to the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Residences at 100 East Huron Street Condominium Association (the "Declaration") recorded as Document No. 90-620263 together with its undivided percentage interest in the common elements.

Party of the first part also hereby grants to party of the second part, its successors and assigns, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said property set forth in the Declaration, and party of the first part reserves to itself, its successors and assigns, the rights and easements set forth in the Declaration for the benefit of the remaining property described therein.

This Deed is subject to all rights, easements, restrictions, conditions, covenants, and reservations contained in the Declaration the same as though the provisions of the Declaration were recited and stipulated at length herein.

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Also subject to: (1) general real estate taxes not due and payable at the time of closing; (2) the Condominium Property Act; (3) the Plat of Survey, as defined in the Declaration and attached thereto as Exhibit A and the Declaration, including all amendments and exhibits thereto; (4) applicable zoning and building laws and ordinances and other ordinances of record; (5) encroachments, if any, which do not materially affect the use of Unit No. 2804 in 100 East Huron Street Condominium as a residence; (6) leases and licenses affecting the Common Elements, as defined in the Declaration; (7) easements, agreements, conditions, covenants, and restrictions of record, which do not materially affect the use of Unit No. 2804 in 100 East Huron Street Condominium as a residence; (8) Easement and Operating Agreement recorded on October 5, 1990 as Document No. 90487310, including all amendments and exhibits thereto; (9) Construction Easement Agreement recorded on October 4, 1989 as Document No. 89468686, including all amendments and exhibits thereto; (10) acts done or suffered by party of the second part or anyone claiming by, through or under party of the second part; (11) the right and option of 700 Michigan Tower Partnership, an Illinois partnership ("Seller"), as beneficiary of Trustee, to repurchase the real estate conveyed herein on the terms and conditions set forth in that certain Purchase Agreement dated April 5, 1993, as it may be amended, between Seller and David J. DeJong and Gwen R. DeJong, the terms of which are incorporated in Exhibit A attached hereto and which Grantee covenants are binding on Grantee and its successors and assigns by acceptance of a deed, (12) Illinois Responsible Property Transfer Act of 1983 disclosure document; and (13) liens and other matters of title over which Near North National Title Corporation will insure at Seller's expense under Title Commitment No. N930985.

TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behalf of said party of the second part forever. Grantor also hereby grants to Grantee, or its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned 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 property described therein. This Deed is subject to all rights, easements, covenants, conditions, restrictions 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 executed pursuant to and in the exercise of the power and authority granted to and vested in said Trustee by the terms of said Deed or Deeds in Trust delivered to said Trustee in pursuance of the trust agreement above mentioned.

Permanent Real Estate Index No. 17-10-105-014-1115.

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IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Assistant Vice President and attested by its Assistant Secretary, the day and year first above written.

ATTEST:

LASALLE NATIONAL TRUST, N.A.  
as Trustee as aforesaid,

Nancy J. [Signature]  
Assistant Secretary

[Signature]  
Assistant Vice President

This instrument was prepared by:

La Salle National Trust, N.A.  
Real Estate Trust Department  
135 S. LaSalle Street  
Chicago, Illinois 60690

Sue Ann Fishbein  
Rudnick & Wolfe  
203 North La Salle Street  
Chicago, Illinois 60601

AFTER RECORDING, MAIL TO:

Joel Davis  
20 N. Wacker Drive  
Chicago, IL 60606

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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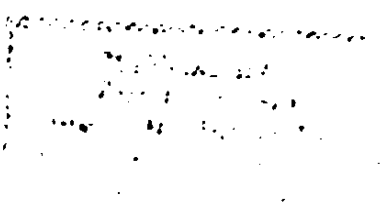
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STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

I, Harriet Denisewitz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Corinne Beck, ~~Assistant~~ Vice President of LASALLE NATIONAL TRUST, N.A., and Nancy A Stack Assistant Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Assistant~~ Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered 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 said Assistant Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Bank did affix said corporate seal of said Bank to said instrument as 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 24 day of August 1991 A.D., 1991.

*Harriet Denisewitz*  
\_\_\_\_\_  
NOTARY PUBLIC



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## EXHIBIT A

### "23. Right of Repurchase.

(a) In the event Purchaser (Grantee) desires to sell or proposes to close the sale of the Unit Ownership (Unit No. 2804 in 100 East Huron Street Condominium, together with its undivided percentage interest in the common elements) within one (1) year after the Closing Date, Purchaser hereby grants Seller (Grantor) a right to repurchase the Property on the terms and conditions hereinafter set forth. Purchaser shall notify Seller in writing not less than forty-five (45) days prior to the closing of such a proposed sale, which notice shall contain the name and address of the proposed purchaser and shall contain a copy of the proposed contract of sale including the terms and conditions of sale. Seller shall have the right to repurchase the Property, which right shall be exercised by written notice to Purchaser within thirty (30) days after receipt of said notice from Purchaser, 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, utility charges, monthly assessments and other similar proratable items; (ii) Purchaser shall convey good and marketable title to the Unit Ownership by special warranty deed to Seller or its designee, and the Personal Property by bill of sale with warranties of title, subject only to those 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 similar to that described in Paragraph 5(b) hereof; (iv) Purchaser shall bear all costs of the escrow and title insurance in the amount of the Repurchase Price; and (v) any Illinois and Cook County transfer taxes shall be paid by Purchaser, and any City of Chicago real estate transaction tax shall be paid by Seller. The Repurchase Price shall be the Purchase Price set forth in Paragraph 2 hereof plus the cost of any improvements or betterments made by Purchaser to the Purchased Unit after the Closing Date, which costs shall be established by copies of paid bills delivered to Seller at the time of giving of Purchaser's forty-five (45) day notice to Seller. If Seller notifies Purchaser within said thirty (30) day period of its election to repurchase the Property, then such repurchase shall be closed and possession delivered to Seller within thirty (30) days after the giving of Seller's notice of such election. In the event of Seller's repurchase of the Property as provided herein, Purchaser agrees to reconvey the Purchased Unit and Personal Property 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.

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(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 written notice to Purchaser during the thirty (30) day period, then Purchaser may proceed to close the proposed sale; provided, however, that if Purchaser fails to close the proposed sale with the proposed purchaser at the purchase price and on the other 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 proposed sale by Purchaser of the Unit Ownership within the remainder of said one-year period. If Purchaser so proceeds to close the proposed sale as aforesaid, upon Purchaser's written request Seller will execute and deliver to Purchaser a release of Seller's rights under this Paragraph 23, which delivery may be conditioned upon closing of such sale.

(c) Any sale or purported sale of the Unit Ownership in violation of the provisions of this Paragraph 23 shall be null and void and of no force and effect.

(d) For purposes of this Paragraph 23 "sell" or "sale" means: any sale, transfer or other voluntary conveyance of the Unit Ownership; lease with an option to purchase the Unit Ownership; 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 Unit Ownership for consideration; or sale or transfer of substantially all of the stock or partnership interests of a corporation or partnership which owns legal or beneficial title to the Unit Ownership.

(e) Seller's right of repurchase under this Paragraph 23 shall be subordinate to the rights of the holder of any mortgage or trust deed hereafter placed upon the Unit Ownership.

(f) Seller agrees to release its right of repurchase under this Paragraph 23 at any time upon Purchaser's written request following the sale and closing of all units in the Condominium of similar area or same number of bedrooms as the Purchased Unit."

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