

# UNOFFICIAL COPY

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TAMERLANE

## TRUSTEE'S DEED

THIS INDENTURE made this 1st day of February, 1993, between BOULEVARD BANK NATIONAL ASSOCIATION, a corporation duly organized and existing 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 28th day of January, 1989, and known as Trust No. 8927, Grantor, and Christopher T. Huff and Carolyn A. Patronite, as Joint Tenants and not as Tenants in Common or Tenants by the Entirety, of 400 West Deming Place, Chicago, Illinois, Grantee.

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

PARCEL 1:

DEPT-01 RECORDING

\$27.50

LOT 15 IN TAMERLANE SUBDIVISION, [REDACTED] OF PART [REDACTED] THE SOUTHWEST 1/4, 18, 17, 100' SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS. COOK COUNTY RECORDER

PARCEL 2:

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, 1992, AS DOCUMENT NUMBER 92184810, 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, AND LOT 24 AS CREATED AND SET OUT IN THE PLAT OF SUBDIVISION RECORDED NOVEMBER 13, 1992 AS DOCUMENT NUMBER 92848978.

PERMANENT INDEX NUMBER: 14-29-307-124

ADDRESS OF PROPERTY: 2647 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 estate set forth in that certain Declaration of Covenants, Conditions and Restrictions and Easements for Tamerlane Homeowners' 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 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"), 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 19 and 20 of the Purchase Agreement dated October 2, 1992, between TAMERLANE ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership, sole beneficiary of the Grantor, and Christopher T. Huff and Carolyn Patronite 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 remedy herein reserved by Grantor and granted by Grantee pursuant to Paragraphs 19 and 20 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:

- 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;

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COOK COUNTY RECORDER

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- d. the Declaration, including all amendments and exhibits thereto;
- e. public, private 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;
- 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 Ass't. Vice President, the date and year first above written.

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

ATTEST:

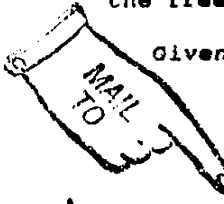
Michelle M. Hermann  
Ass't. Vice President

By Loise Hildebrand  
Ass't. 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 LOUISE HILDEBRAND, Ass't. Vice President, and Michelle Hermann, Ass't. 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 Ass't. Vice President and Ass't. 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 Ass't. Vice President, then and there acknowledged that the said Ass't. 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 Ass't. Vice President 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 22nd day of February, 1993.



"OFFICIAL SEAL"  
John K. Moler  
Notary Public, State of Illinois  
My Commission Expires 4/28/96

John K. Moler  
Notary Public

Delivery Instructions:  
Scott Nathanson  
3001 N. Southpark #205  
Chicago, IL 60657

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

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## EXHIBIT A

TO TRUSTEE'S DEED DATED FEBRUARY 1, 1993  
CONVEYING LOT NO. 15 IN TAMERLANE SUBDIVISION

### 19. RIGHT OF REPURCHASE.

(a) 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 Purchaser 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 sell or lease 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 failure to so reside in the Dwelling Unit or sale or lease is a result of Purchaser's marriage, illness, 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 conditions 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: (i) the price shall be the Repurchase Price (as hereinafter defined), plus or minus proration 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 Dwelling 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 7(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 costs of all Changes pursuant to Paragraph 4, if any, 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 either at the time of giving of Purchaser's thirty (30) day notice to Seller or within thirty (30) days after such seven (7) month period. If Seller 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, Purchaser 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 (30) day period that it does not elect to execute 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 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 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

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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, fraud and a suit by the Tamerlane Homeowner's Association regarding common elements, 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%) if the Closing occurs in the first or second years, 6% if the Closing occurs in the third year, 8% if the Closing occurs in the fourth year, and 10% if the Closing occurs in the fifth year 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. The provisions of this Paragraph 20 shall not be applicable to subsequent purchasers from Purchaser.

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