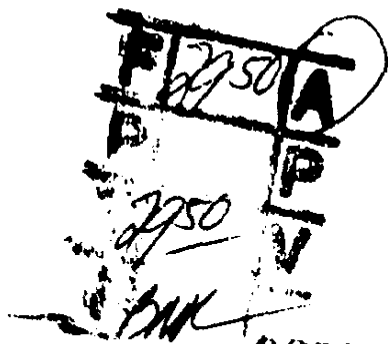


UNOFFICIAL COPY



96287610

DEPT-01 RECORDING 129.50
140004 HAHN 2145 04/17/96 12:52:00
17912 FILE # 96-287610
COOK COUNTY RECORDER

19600676 OK 187

DEED IN TRUST - SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, 2428 N. SOUTHPORT LIMITED PARTNERSHIP, an Illinois limited partnership, a partnership created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, of the County of Cook and the State of Illinois, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable considerations in hand paid, the receipt whereof is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association whose address is 33 N. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement dated the 25th day of November, 1991 and known as Trust Number 114815-04 the following described real estate situated in Cook County, Illinois, to wit:

UNIT NO. A AND UNIT NO. E IN 2428 N. SOUTHPORT CONDOMINIUM, TOGETHER WITH THE RIGHT TO USE PARKING SPACE PS-A, A LIMITED COMMON ELEMENT AND STORAGE SPACE SS-A, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE SOUTH 5 FEET OF LOT 12 AND ALL OF LOT 13 IN BLOCK 1 IN WM. HAHN SUBDIVISION OF LOTS 4 TO 6 OF ASSESSOR'S DIVISION IN THE SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT B TO DECLARATION OF CONDOMINIUM RECORDED NOVEMBER 2, 1995 AS DOCUMENT NUMBER 95751437 AND AS AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PERMANENT INDEX NUMBER: 14-29-320-028

ADDRESS OF PROPERTY: 2428 N. SOUTHPORT AVENUE, UNIT A AND UNIT E, CHICAGO, ILLINOIS 60614

Together with all and singular the hereditament and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, unto the Grantee, either in law or in equity, of, in and to the above described premises, with the hereditament and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forth.

Grantor also hereby grants to Grantee, his, her or their heirs 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 Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for 2428 N. Southport Condominium Association made the 19th day of October, 1995, and recorded on November 2, 1995 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 95751437 (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 successors and assigns, and Grantee hereby grants to Grantor and its successors and assigns, the [REDACTED] remedy as provided in Paragraph 20 of the Purchase Agreement dated March 12, 1996 between 2428 N. SOUTHPORT LIMITED PARTNERSHIP, an Illinois limited partnership, and THE AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER

UNOFFICIAL COPY

★ 1 4 5 2 0
★
★
★
★

CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX
DEPT. OF REVENUE FEB 2 1996
PW 11195

2070.00
848.00

★ 1 0 4 9 5
★
★
★
★

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
FEB 2 1996
PW 11195

★ 0 4 1 0
★
★
★
★

Cook County
REAL ESTATE TRANSACTION TAX
REVENUE STAMP APR 11 1996
PW 11422

58.00

019482736

UNOFFICIAL COPY

25, 1996 AND KNOWN AS TRUST NUMBER 114815-04 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 [REDACTED] remedy herein reserved by Grantor and granted by Grantee pursuant to Paragraph 20 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.

And the Grantor, for itself, and its successors and assigns, does covenant, promise and agree, to and with Grantee, or its assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be in any manner incumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, WILL WARRANT AND DEFEND, subject to:

- (a) current non-delinquent real estate taxes and taxes for subsequent years;
- (b) the Condominium Property Act of the State of Illinois and the Municipal Code of the City of Chicago, Section 13-72 et seq., including all amendments thereto;
- (c) the Declaration, including all amendments and exhibits thereto;
- (d) public, private and utility easements recorded at any time prior to the date of recording hereof, including any easements established by or implied from the Declaration or amendments thereto;
- (e) covenants, conditions, agreements, building lines and restrictions of record;
- (f) applicable building and zoning laws, statutes, ordinances and restrictions;
- (g) acts done or suffered by the Grantee or anyone claiming by, through or under Grantee;
- (h) Grantee's mortgage; and
- (i) The terms and conditions attached hereto as Exhibit B and are made a part hereof.

IN WITNESS WHEREOF, Grantor aforesaid has hereunto set hand and seal this 16 day of April, 1996.

2428 N. SOUTHPORT LIMITED PARTNERSHIP, an Illinois limited partnership.

BY: Belgravia Group, Ltd., an Illinois corporation, its general partner

BY: 
President

24287610

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that DAVID W. RUTTENBERG, the President, of BELGRAVIA GROUP, LTD., an Illinois Corporation, the general partner of 2428 N. SOUTHPORT LIMITED PARTNERSHIP, an Illinois limited partnership, Grantor, personally known to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said Grantor, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16 day of April, 1996.

Carole Grant

Notary Public

Prepared by: Alan D. Lev, Esq., 325 W. Huron Street, Chicago, Illinois 60610



Mail to: KENNETH W. FUNK, Esq.
Deutsch, Leuy & ENGEL, CHARTERED
225 W. Washington St. Ste. 1700
Chicago, IL 60606

6194823

UNOFFICIAL COPY

Property of Cook County Clerk's Office

01/10/2010

UNOFFICIAL COPY

EXHIBIT A

TO TRUSTEE'S DEED DATED APRIL 1, 1996
CONVEYING UNIT A AND UNIT E, 2428 N. SOUTHPORT AVENUE, CHICAGO, ILLINOIS

20. **REMEDY.** Except for actions for breach of warranty and fraud, and any claims for bodily injury covered by Seller's insurance, in the event of any legal action 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, for any claim or cause of action, except for which ad damnum is \$25,000 or less, arising directly or indirectly from the purchase, or use and occupancy of the Dwelling Unit, then, at the option of the 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. 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, including 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 incorporated 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.

96287610

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/11

UNOFFICIAL COPY

EXHIBIT B

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys, to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right title or interest in or about or easement appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said county) relying upon or claiming, under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation, or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof.) All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said American National Bank and Trust Company of Chicago the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

16287610

UNOFFICIAL COPY

Property of Cook County Clerk's Office

61210326