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2000-09-21 14:25:03
Cook County Recorder 29.50

Mailed to:
This instrument was prepared by



STEVEN E. MOLTZ
79 West Monroe
Suite 826
Chicago, Illinois 60603



2028312 MAR
And One

MEMORANDUM OF ARTICLES OF AGREEMENT FOR DEED

THIS AGREEMENT, made and entered into in Cook County, Illinois, this 16th day of August, 2000 by and between **FIRSTAR BANK, N.A., AS SUCCESSOR TRUSTEE TO COLONIAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE U/T/A DATED APRIL 17, 1987 AND KNOWN AS TRUST NO. 1129** (hereinafter referred to as "Seller") and **HUGO ESPINO, JUVENAL ESPINO, AND AUDIEL ESPINO** (hereinafter referred to as "Purchaser").

SM

WITNESSETH:

Provided Purchaser makes all of the payments and performs all of the covenants in accordance with a certain Articles of Agreement for Deed dated August 16, 2000, Seller hereby covenants and agrees to cause conveyance to Purchaser, title in fee simple, to the following described property:

See LEGAL DESCRIPTION attached hereto as EXHIBIT "A" and incorporated herein by reference.

ADDRESS: **4744 N. RACINE, CHICAGO, ILLINOIS**

P. I. N. 14-17-105-015-0000

This instrument is merely a memorandum of the aforescribed Articles of Agreement for Deed and is subject to all of the terms, conditions and provisions thereof. In the event of any

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00738593

inconsistency between the terms of said Articles of Agreement for Deed and this instrument, the terms of said Articles of Agreement for Deed shall prevail as between the parties hereto.

It is further agreed that this Memorandum hereby ratifies and confirms said Articles of Agreement for Deed. This Memorandum is hereby made binding upon the heirs, executors, administrators and assigns of the parties hereto and beneficiaries thereunder.

IN WITNESS WHEREOF, the parties have executed this Memorandum on the day and year first above written.

PURCHASER:

Hugo Espino Juvenal Espino
HUGO ESPINO JUVENAL ESPINO

Audiel Espino
AUDIEL ESPINO

STATE OF ILLINOIS)
) ss
COUNTY OF C O O K)

I, THE UNDERSIGNED, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that HUGO ESPINO, JUVENAL ESPINO, AND AUDIEL ESPINO, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal August 16, 2000
Cynthia Ramirez
NOTARY PUBLIC



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00738593

SELLER: SEE TRUSTEE EXONERATION ATTACHED & MADE A PART HEREOF

FIRSTAR BANK, N.A., AS SUCCESSOR TRUSTEE TO COLONIAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE U/T/A DATED APRIL 17, 1987 AND KNOWN AS TRUST NO. 1129

BY: Angela McClain ATTEST: Mary Figiel
Its Land Trust Officer Its Land Trust Officer

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, THE UNDERSIGNED, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Angela McClain, _____ of FIRSTAR BANK, N.A., and Mary Figiel, _____ of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as said Land Trust Officer and Land Trust Officer appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 official seal 9/18, 2000.

Elizabeth Nieman
NOTARY PUBLIC



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00738593

TRUSTEE EXONERATION ATTACHED TO: MEMORANDUM OF ARTICLES OF AGREEMENT FOR DEED

This document is executed by FIRSTAR BANK, N.A., not personally but as Trustee, as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless representations in said document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

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LEGAL DESCRIPTION

LOT 4 IN SHERIDAN DRIVE SUBDIVISION, A SUBDIVISION OF THE NORTH 3/4 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN TOGETHER WITH THAT PART OF THE WEST 1/2 OF SAID NORTHWEST 1/4 OF SAID SECTION WHICH LIES NORTH OF THE SOUTH 800 FEET THEREOF AND EAST OF GREEN BAY ROAD, IN COOK COUNTY, ILLINOIS.

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