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4) In August, 1991, ownership of the property was conveyed to Lloyd R. White, by Trustee's Deed, recorded as document number 91411448. Since that time we have faithfully made my monthly payments, called for in the Agreement, to Lloyd R. White, including the payment for this month, April, 2002.

5) According to our calculations we have fulfilled the requirements of the Articles of Agreement for Trustee's Deed, and should now receive a deed to the property. We plan to demand same from Lloyd R. White, forthwith.

FURTHER AFFIANT SAYETH NOT.

Nancy Facen

NANCY FACEN

Subscribed and Sworn before me
this 4 day of April, 2002

Paula Hampton

NOTARY PUBLIC



PREPARED BY AND PLEASE MAIL TO:

DEVEREUX BOWLY, Attorney at Law
Legal Assistance Foundation
of Metropolitan Chicago
3333 West Arthington
Chicago, Illinois 60624
(773) 638-2343

NADLBLETTERS\FACEN-AFF



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ARTICLES OF AGREEMENT made this 29th day of July, A.D. 19 70,
 by and between THE LAWNDALE NATIONAL BANK OF CHICAGO, a National banking association,
 not individually but solely as Trustee under Trust Agreement, dated November 11,
1969 and known as Trust No. 5539, hereinafter called Title Holder,
 and Sandy Facen, Jr. and Nancy Facen, hereinafter
 called Purchaser, of the City of Chicago, County of Cook
 and State of Illinois)

WITNESSETH

1. Title Holder agrees that if Purchaser shall first make all the payments and perform all the covenants and agreements herein provided to be made and performed by the Purchaser, at the time and in the manner herein provided, Title Holder will on the written direction of the beneficiary or beneficiaries convey to Purchaser, title by Trustee's Deed to the Real Estate commonly known as and legally described as Lot 24 in Block 2 in P. W. Snowhooks Douglas Park addition a subdivision in South West 1/4 of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

This is commonly known as 749 S. Kedzie.

together with all buildings and improvements thereon, subject to:

- Rights or claims of parties in possession not shown of record and questions of survey.
- Mechanic's Liens where no notification thereof appear of record.
- Special assessments and special taxes not confirmed by Court of Record.
- Building and zoning ordinances.
- Violation of or liability arising under the Statutes of Illinois relating to alcoholic liquors approved January 31, 1934, or any Act amendatory thereof.
- Taxes for the year _____ and subsequent years.
- Party wall rights and agreements, if any.
- Roads and highways and any easements of record.
- All instruments and restrictions of record.

2. Purchaser covenants and agrees to pay to THE AMES CO.
 at 1346 W. Devon Avenue or at such other place as Seller
 may from time to time in writing designate, the sum of \$19,500.00
Ninety Nine Thousand Five Hundred DOLLARS, as follows:
FIVE HUNDRED and no/100 Dollars (\$500.00) receipt of which is
 acknowledged by beneficiary, and the balance of \$19,000.00 shall be paid
 in monthly installments of One Hundred Twenty-six and 41/100 (\$126.41)
 Dollars or more commencing on the 1st day of September 1970 including
 interest at the rate of 7% per annum on the principal balance remaining
 from time to time unpaid, plus 1/12th of the annual general taxes against
 aforesaid described real estate which is now estimated at \$55.00 per mo.,
 plus 1/12th of the annual fire and extended coverage estimated at \$15.00
 per month totaling \$196.41 per month and a like sum or more each and
 every month thereafter until the principal balance of \$19,000.00 has been
 fully paid, with interest from the date of the delivery of the Articles
 of Agreement for Trustee's Deed at the rate of 7% per annum payable monthly
 as aforesaid.

3. When the beneficiaries of the said Trust shall notify Title Holder in writing that the Purchaser has made all of the payments of interest and principal herein to be paid by Purchaser, and performed all the covenants and agreements herein to be made and performed by Purchaser, Title Holder agrees to furnish and deliver to Purchaser its Trustee's Deed in accordance with the terms hereof, accompanied by a merchantable Guarantee Policy, or Certificate of Title issued by the Registrar of Titles or merchant-able Abstract of Title, to the date hereof. Purchaser certifies that he has examined title to the above described property to the date of the signing of these Articles of Agreement, and hereby expressly accepts and approves the condition of such title to said property.

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4. The Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to, or be against the property aforesaid, which is or may be superior to the rights of the Title Holder.

5. That each and every contract for repairs and improvements on the premises aforesaid, or any part thereof, shall contain an express, full and complete waiver and releases of any and all liens or claims of lien against the property herein agreed to be conveyed, and no contract or agreement, oral or written, shall be executed by the Purchaser for repairs or improvements upon the property aforesaid, except the same contain such express waiver or release of lien upon the part of the party contracting, and a copy of each and every such contract and of the plans and specifications for such repairs and improvements shall be promptly delivered to and may be retained by the Title Holder for the benefit of the beneficiaries of the said Trust.

6. That the Purchaser shall not transfer or assign this agreement or any interest therein, without such previous written consent of the Title Holder as may be authorized by the beneficiaries of the said Trust, and that any such assignment or transfer, without such previous written consent shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in said premises, but shall render this Agreement null and void, at the election of the Title Holder or the beneficiaries of said Trust; and that the Purchaser will not sub-let or lease said premises, or any part thereof for any purpose, except upon such previous written consent of the Title Holder as may be authorized by the beneficiaries of said Trust.

7. That no right, title or interest, legal or equitable, in the premises aforesaid, or any part thereof, shall vest in the Purchaser until the delivery of the Trustee's Deed aforesaid by the Title Holder.

8. That no extension, change, modification or amendment to or of this instrument of any kind whatsoever shall be made or claimed by Purchaser, and that no notice of any extension, change, modification or amendment, made or claimed by the Purchaser shall have any force or effect whatsoever except the same shall be endorsed in writing on this agreement and be signed by the Parties hereto.

9. It is further agreed that during the existence of this Agreement, Purchaser agrees to keep all buildings at any time on said premises, insured at Purchaser's expense, in the name of the Lawndale National Bank of Chicago, as Trustee under Trust No. 5539 as Title Holder of said premises, against all loss by fire, lightning and windstorm, in companies acceptable to the Title Holder, to an amount at least equal to the sum remaining from time to time unpaid hereunder. In addition thereto, said Purchaser agrees to protect the liability of the Title Holder against accidents to persons in or about the premises, in limitations not less than \$25,000.00 for one person, and \$50,000.00 on any one accident, and that said fire insurance policies shall provide that all payments for loss, be applied on the indebtedness due hereunder. All of the said insurance policies are to be delivered to and held by the Title Holder, and receipts showing the payment of premiums for such policies, are also to be submitted to the Title Holder. In the event occupancy of any part of the said premises shall create any liability under the Statutes of Illinois, relating to alcoholic liquors, Purchaser agrees to deliver to Title Holder liquor Liability Policy in an amount satisfactory to Title Holder and in a company acceptable to Title Holder, insuring the interest of Title Holder; and in the event of non-delivery of such Liquor Liability the interest of Title Holder reserves the right to place such insurance, if obtainable, and charge same to the beneficiaries of the said Trust.

10. And in case of the failure of the Purchaser to make any of the payments or any part thereof, or perform any of the covenants hereof on Purchaser's part hereby made and entered into, this contract shall at the option of the Title Holder or the beneficiaries of the said Trust, be forfeited and determined, and the Purchaser shall forfeit all payments made on this contract, and such payments shall be retained by said Title Holder or the beneficiaries of the said Trust, in full satisfaction and as liquidated damages by Title Holder, or the beneficiaries of the said Trust, sustained and in such event the Title Holder or the beneficiaries of the said Trust shall have the right to re-enter and take possession of the premises aforesaid.

11. In the event this Agreement shall be declared null and void by the Title Holder or by the beneficiaries of the said Trust on account of any default, breach or violation by the Purchaser in any of the provisions hereof, the same shall become null and void and be so conclusively determined by the filing by the Title Holder or the beneficiaries of the said Trust, of a written declaration of forfeiture hereof in the Recorder's Office of said County, or in the Registrar's Office of said County, should the real estate be registered under the Torrens System.

12. It is agreed by the Purchaser that any and all improvements made on the building on said premises, and all fixtures placed therein, shall become and remain a part thereof without liability or obligation of the Title Holder to account to the Purchaser therefore, or for any part thereof.

13. That the Purchaser shall pay to the Title Holder or the beneficiaries of the said Trust all costs and expenses, including attorney's fees, incurred by the Title Holder or the beneficiaries of the said Trust in any action or proceeding to which the Title Holder or the beneficiaries of the said Trust may be made a party by reason of being a party to this agreement, and that the Purchaser will pay to the Title Holder or the beneficiaries of the said Trust, all costs and expenses, including attorney's fees incurred by the Title Holder or the beneficiaries of the said Trust in enforcing any of the covenants and provisions of this agreement and incurred in any action brought by the Title Holder, or the beneficiaries of the said Trust against the Purchaser on account of the provisions hereof, and all such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought by the Title Holder or the beneficiaries of the said Trust against the Purchaser on or under this agreement.

14. It is further expressly agreed between the parties hereto that the remedy of forfeiture herein given to the Title Holder or the beneficiaries of the said Trust shall not be exclusive of any other remedy but that the Title Holder or the beneficiaries of said Trust shall, in case of default or breach, or for any other reason herein contained, have every other remedy given by this agreement and by law or equity, and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.

15. That the Purchaser hereby irrevocably constitutes any attorney of any court of record, attorney for Purchaser, in Purchaser's name, on default by Purchaser of any of the covenants and agreements herein to enter Purchaser's appearance in any court of record, waive process and service thereof and trial by jury, and confess judgment against Purchaser in favor of Title Holder or the beneficiaries of the said Trust for such sum as may be due, together with the costs of such suit, including reasonable attorney's fees, and also to enter Purchaser's appearance in such court, waive process and service thereof and all errors and right of appeal from such judgment or judgments, and to waive all notices and consent in writing that proper writ for re-possession may be issued immediately; said Purchaser hereby expressly waiving all right to any notice or demand under any statute in this State with reference to such suit or action. If there be more than one person above designated as "Purchaser", the power and authority in this paragraph given, is given by such persons jointly and severally.

16. It is agreed that it shall not be the responsibility of the Title Holder to confirm any payments made under these Articles of Agreement, nor shall the Title Holder at any time be held accountable to the Purchaser for application of any monies paid hereunder.

17. It is mutually agreed by and between the parties hereto, that the covenants and agreements herein contained, shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

18. This agreement is executed by the undersigned, the Lawndale National Bank of Chicago, not individually, but solely as Trustee under the terms of that certain Trust Agreement, dated _____, identified as Trust No. _____, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that all representations of seller are those of seller's beneficiaries only; that each and all of the undertakings and agreements herein made,

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18. Continued

are made and intended not as personal undertakings, and agreements of the Trustee, or for the purpose of binding the Trustee personally, but this Agreement is executed and delivered by the Trustee solely in the exercise of the powers conferred upon it, as such Trustee, and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against said Trustee on account hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the Purchaser, and by all persons claiming by, through or under said Purchaser.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the year and day first above written.

THE LAWDALE NATIONAL BANK OF CHICAGO
as Trustee under Trust Agreement dated

November 14, 1969

and known as Trust No. 5539
and not personally

BY: _____

Jim Lewis
Vice President *Beneficiary*

ATTEST:

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