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BOX 69



MEMORANDUM OF
REAL ESTATE CONTRACT

Doc#: 0431045010
Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 11/05/2004 08:25 AM Pg: 1 of 3

Mail to: David Onixt
Attorney at Law
1635 Wise Rd.
Schaumburg, Illinois 60193

GOLDEN TITLE

2004060060
3 PAGES

Notice is hereby given that on October 25, 2004, HARRIS TRUST AND SAVINGS BANK, as Trustee under trust No. 6170 of 201 South Grove Avenue, Barrington, Illinois, Cook County, Illinois and ~~and~~ GENE KIEVIT (seller) and WILLIAM A. AYARS and F. PETER MIGNIN (purchasers) of 31 Overbrook, Barrington, Illinois, Lake County, Illinois, executed an real estate installment contract ("Contract").

Under the terms of the Contract, Seller agrees to sell and convey, and the Purchasers agree to purchase, property commonly known as 1077 Dickens Way, Schaumburg, Illinois, Cook County, Illinois, and further described in Exhibit "A" attached hereto and made a part hereof. The property includes an apartment building.

The purpose of this instrument is to give notice of the real estate installment contract between Seller and Purchasers and to confirm the Contract and all of its terms in the same manner as if the contract had been fully set forth in this Memorandum, and to incorporate the Contract into this Memorandum by reference.

IN WITNESS WHEREOF, this Memorandum of Real Estate Installment Contract has been executed at Cook County, Illinois, on November 4, 2004.

SELLER:

GENE KIEVIT

PURCHASERS:

WILLIAM A. AYARS

F. PETER MIGNIN

HARRIS TRUST AND SAVINGS BANK,
as Trustee under trust No. 6170 AND NOT PERSONALLY

BY:

Cheryl C. Hinkens
Land Trust Officer

A Test: Mary M. Bray

Mary M. Bray, Trust Officer

Subscribed and sworn before me this
25th day of OCT., 2004

Subscribed and sworn before me this
4th day of November, 2004

Notary Public

Notary Public

Prepared by: Gerald A. Rinella 1410 E. Rosita Dr., Palatine, Illinois 60074

DEAN W. HAMILTON, Notary Public
My Commission Expires: April 17, 2007

OFFICIAL SEAL
JOYCE HENKE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 11-19-06

SEE EXCULPATORY RIDER ATTACHED
HERETO AND MADE A PART HEREOF

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EXCULPATORY RIDER

f/k/a Suburban National Bank of Palatine

This instrument is executed by the Harris Trust and Savings Bank, f/k/a Palatine National Bank, as Trustee under the provisions of a Trust Agreement dated June 25, 1992 and known as Trust No.6170, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris Trust and Savings Bank warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris Trust and Savings Bank in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Harris Trust and Savings Bank on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existent Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

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LEGAL DESCRIPTION:

PARCEL I: That part of Lot 18254 (except that part of said Lot 18254 lying South of a line drawn at 90 degrees to the East line of said Lot at a point on said East line 195.43 feet North of the Southeast corner of said Lot) in Section 3, Weathersfield Unit 18, being a subdivision in the Southwest quarter of Section 27, Township 41 North, Range 10, East of the Third Principal Meridian according to the plat thereof recorded June 24, 1971 as Document Number 21522713, in Cook County, Illinois, described as follows:

Commencing on the West line of said Lot 18254, at a point 879.51 feet North of the Southwest corner of said Lot 18254, thence East 125.65 feet, to the point of beginning of the parcel hereon described, (for the purpose of describing this parcel the West line of said Lot 18254 is taken as "North and South"), thence North 51.89 feet, thence East 49.00 feet, thence South 1.83 feet, thence West 6.00 feet, thence South 50.06 feet, thence West 43.00 feet, to the point of beginning, in Cook County, Illinois.

PARCEL II: Easement for ingress and egress for the benefit of Parcel I as set forth in, contained in and defined in the Declaration of Protective Covenants recorded March 23, 1978 as Document Number 24384493, in Cook County, Illinois.

PIN NUMBER: 07-27-302-020

COMMON ADDRESS: 1077 DICKENS WAY, SCHAUMBURG, IL 60193