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RECORDING COVER
SHEET
FILE NO.

436 3467 '14

Cook COUNTY



Doc#: 0603853107 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/07/2006 11:01 AM Pg: 1 of 9

TYPE OF DOCUMENT:

Ownership Affidavit

Greater Illinois Title
300 E. Roosevelt Road
Wheaton, IL 60187

Property of Cook County Clerk's Office

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Maletto
 STATE OF ILLINOIS } SS.
 COUNTY OF COOK }

Prepared By Dorcas Brown

c/o Thomas Wait
 2033 Sherman Ave
 Ste 403
 Evanston, IL 60201

OWNERSHIP AFFIDAVIT

I, Dorcas W. Brown, being duly sworn on oath, certify, avow and affirmatively represent that;

1) On or about July 20, 1963, I executed the attached "Agreement for Deed", hereinafter, the "Agreement", with my husband Robert W. Brown as purchasers, Ira O. McGowan and his wife, Ruth A. McGowan, signed said Agreement as owner and sellers of the real estate commonly known as; 1617 South Avers, Chicago, Illinois 60623, hereinafter, the "Property".

LEGAL DESCRIPTION:

LOT 307 IN DOWNING'S SUBDIVISION OF LOTS 7 TO 14 INCLUSIVE (EXCEPT STREETS HERETOFORE DEDICATED) IN J.H. KEDZIES SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 16-23-303-006-0000

2) Pursuant to the terms of the Agreement, my husband and I were required to pay, and did pay \$3,000.00 as a downpayment, \$14,000.00 at a rate of \$230.00 per month for the balance of the sales price, and in addition \$11,000.00 payable at a rate of \$180.25 per month, for the balance of the mortgage held by Talman Federal Savings and Loan under account number 131-391 a/k/a Talman account number 183-655. All payments were made to Talman Federal Savings and Loan.

3) On or about January 2, 1964, Ira O. McGowan, Ruth A. McGowan, Robert W. Brown and myself signed the enclosed "Loan Transfer Agreement" wherein Robert W. Brown and myself as "Purchaser" agreed to assume and pay the existing mortgage granted by Ira O. McGowan, Ruth A. McGowan as "Seller", in favor of Talman Federal Savings and Loan account number 131-391 a/k/a Talman account number 183-655 and with regard to the Property.

4) In the summer of 1963, my husband Robert W. Brown and I began to rent the units at the Property and have continuously rented said units to the date of signing this affidavit. My husband Robert W. Brown died October 24, 1996. I will present his death certificate at closing.

5) Ira O. McGowan, Ruth A. McGowan lived in said Property and paid rent to Robert W. Brown and myself until they vacated in early 1964. I have had no further communication with Ira O. McGowan or Ruth A. McGowan since that time. Based on personal observation, Ira O. McGowan and Ruth A. McGowan were senior citizens at the time of signing the Agreement.

6) I completed all payments pursuant to the Agreement in 1979. On or about October 15, 1979 Talman Federal Savings and Loan issued the attached letter of satisfaction of mortgage and recorded the release of mortgage with the Cook County Recorder of Deeds as document # 25200349.

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7) From the date of signing the Agreement, to the date of signing this affidavit, no one has ever approached me concerning a claim ownership in the property which may be adverse or superior to my claim of ownership.

8) I am listed as the taxpayer in the Office of the Treasurer of Cook County. Since the date of signing the Agreement, I have paid all real estate taxes on the Property.

9) From 1963 through 2005, I have ordered and paid for numerous repairs to the Property including, but not limited to window replacement, roofing repair and tuckpointing.

10) I have paid utility bills for the common areas of the Property from 1963 to the date of signing this affidavit. My deceased husband, Robert Brown is listed as the payor with the City of Chicago Water Department.

11) I have registered the Property with the City of Chicago, as owner, and paid the \$10.00 annual fee since establishment of the 1990 ordinance.

12) I have defended, and continue to defend, as owner, Housing and Administrative cases brought by the City of Chicago against the Property.

13) The 1963 Agreement required Ira O. McGowan and Ruth A. McGowan, as sellers, to issue a Deed to Robert Brown and myself upon completion of all payments. I never received said Deed and assume that the same was never created. I believe that I should have required Ira O. McGowan and Ruth A. McGowan to escrow a Deed with Talman Federal Savings and Loan upon signing the Agreement. The same was not done due to error.

14) I will assign rents and security deposits to the purchaser at closing of GIT file #4363467.

Further your affiant says naught.

Dorcas Brown
Dorcas Brown

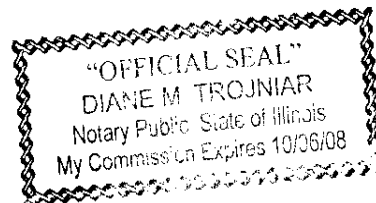
STATE OF ILLINOIS
COUNTY OF COOK } SS.

On January 27, 2006, before me, personally appeared Dorcas Brown and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument.

WITNESS my hand and official seal

Diane M. Trojnar
NOTARY PUBLIC

1/27/06
DATE



10/06/08
COMMISSION EXPIRES

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No. **AGREEMENT FOR DEED**

IRA O. HOGAN and RUTH A.

HOGAN, his wife

TO

ROBERT BROWN and MARGARET
his wife

Dated July

Purchase Price \$7,000

Amount Paid, \$ 2,000

Balance \$ 5,000

Contract Expires

BROWN
4363467

Perfection Legal Blank Co., Rockford, Ill.

328FS Agreement for Deed

Perfection Legal Blank Co., Rockford

AGREEMENT FOR DEED

This Agreement, Made this 20th day of July, 1969

between IRA O. HOGAN and RUTH A. HOGAN, his wife

hereinafter designated as first party, and ROBERT BROWN and MARGARET BROWN, his wife, as joint tenants and not as tenants in common

hereinafter designated as second party.

Witnesseth, That if said second party shall first make the payments and perform the covenants hereinafter mentioned to be performed by said second party, then first party hereby covenants and agrees to convey and assure to second party in fee simple, free and clear of all incumbrances, except as hereinafter provided, by a good and sufficient

Warranty

deed, the real estate and improvements thereon, situated in the

City

of Chicago

County of

Cook

and State of Illinois, known and described as:

Lot 707 in Downing's Subdivision of lots 7 to 14 inclusive (except streets heretofore dedicated) in J. H. Kedzie's Subdivision in the South West quarter of Section 25, Township 39 North, Range 13, East of the Third Principal Meridian, in Chicago, Cook County, Illinois. Commonly known as 1617 South Avers Avenue, Chicago, Illinois.

1. The said second party hereby covenants and agrees to pay to the said first party at

or such other place or places as said first party or successors in title may, at the time and from time to time in writ-

ing appoint, the sum of

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~~SEVEN THOUSAND AND 80/100~~ (~~17,000.00~~) DOLLARS

in the manner following:

~~THREE THOUSAND AND 00/100~~ 3,000.00)

DOLLARS CASH, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, the balance of ~~FOURTEEN THOUSAND~~

(~~14,000.00~~) DOLLARS to be paid in the following manner and payments: ~~TWO HUNDRED THIRTY~~

(~~230.00~~) DOLLARS or more per month, which sum shall include interest at the rate of 6% and 1/12th tax and insurance deposits, beginning on the ~~15th~~ day of ~~August~~, 1963, and a like sum or more, including interest at 6%, 1/12th real estate tax and insurance deposits, on the ~~15th~~ day of each month thereafter.

including interest at the rate of ~~6%~~ (~~6%~~) per centum per annum, payable monthly on the whole sum remaining from time to time unpaid.

The said first party ~~shall~~ agree to deliver possession of the said premises on ~~or before~~ ~~the~~ ~~12th~~ ~~day~~ ~~of~~ ~~August~~, 1963, ~~except that~~ ~~the~~ ~~first~~ ~~party~~ ~~shall~~ ~~be~~ ~~privileged~~ ~~to~~ ~~remain~~ ~~in~~ ~~possession~~ ~~of~~ ~~the~~ ~~2nd~~ ~~floor~~ ~~front~~ ~~apt.~~ ~~for~~ ~~a~~ ~~period~~ ~~of~~ ~~90~~ ~~days~~ ~~provided~~ ~~they~~ ~~pay~~ ~~in~~ ~~advance,~~ ~~as~~ ~~rent,~~ ~~the~~ ~~sum~~ ~~of~~ ~~100.00~~ ~~per~~ ~~month.~~

3. Second party agrees to pay, before sale or penalty accrues, all taxes, assessments or impositions that may be legally levied or imposed upon said premises after date hereof; all installments of special assessments heretofore levied and due after ~~January 2,~~ ~~XXXXXX~~ ~~date~~; and all unpaid special assessments levied for improvements not yet made.

Property of Clark County Clerk's Office

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FAX NO. : 773-253-2315

Dec. 13 2005 06:16PM P1

FROM : "Pooh"

4. Second party shall keep all buildings now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm in companies to be approved by first party and to an amount equal to the sum remaining unpaid hereunder, which insurance shall be written in name of first party and to contain clause or endorsement showing the interest of second party and subject to the right of any mortgagee in any existing mortgage. Said insurance shall provide that in case of loss or damage to such building or buildings any moneys to which either or both of the parties hereto shall be entitled on account thereof shall be used to repair or replace such building or buildings or to pay any indebtedness due hereunder. The policy or policies of insurance shall be held by first party as collateral to this contract, and second party shall pay all premiums thereon when due.

5. It is understood that the condition of any building or improvement upon said premises is known to, and the said improvements as in their present condition are accepted by the said second party; and that any and all repairs thereon shall be made by second party, and said first party shall not at any time be called upon to make repairs of any kind, and the said second party shall not make any alterations or improvements upon or adjoining said real estate, or do or cause to be done, anything in or about said premises from which a mechanic's lien might attach there-to, without first obtaining the written consent of first party.

6. It is understood by second party hereto that the premises are subject to the lien of a first mortgage re-corded in the Recorder's Office of Cook County, Illinois, as document

the present unpaid principal balance of which is \$ **11,000.00** payable as follows: **1200.00**
~~or more per month including taxes, tax and insurance deposits,~~
~~held by Falcon Federal Savings and Loan Association, account number~~
~~131-391.~~

the lien of which shall at all times, notwithstanding this agreement be recorded, be prior to any interest that second party may have in said property.

7. First party reserves the right to mortgage the premises at any time during the term hereof, subject to the following limitations: A. That any such mortgage so placed shall only be one of equal monthly payments, in-cluding both principal and interest, and shall not have a maturity date beyond that of this contract; B. Shall not be in an amount greater than the unpaid principal balance due at that time on this contract, and shall not have an interest rate in excess of ~~six and one-half~~ (**6 1/2**) per centum per annum; C. Shall not have monthly payments, including interest, in excess of the stipulated minimum of \$ **250.00** due monthly under this contract, ~~including tax and insurance deposits.~~

8. If first party mortgages the premises as hereinabove provided, all the right, title and interest of the second party hereto shall be subordinated to said mortgage, and this paragraph shall act specifically as a subordina-tion and no separate agreement for subordination shall be necessary.

9. All costs and expenses of renewal or extension of any existing incumbrance, or of placing an incum-brance on said premises shall be borne by ~~first~~ party.

10. First party agrees to pay all installments of interest and principal payments when due on any existing

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 incumbrance, or any incumbrance that may hereafter be placed on said premises, until the obligation is fully discharged or until deed hereunder is given, and in event of failure of first party to pay each payment or payments of interest and/or principal when due, second party expressly reserves the right to make such payment, or payments and deduct the amount, or amounts so paid from the next monthly payment, or payments due first party hereunder.

11. In addition to the monthly payment of principal and interest herein reserved, second party shall deposit monthly with first party an amount equal to 1/12 of the approximate annual general taxes and 1/12 of the annual fire, lightning and windstorm insurance premiums, and first party shall make payment of taxes and insurance premiums when due, and deliver receipted bills to second party.

12. Second party hereto shall be entitled to a deed to said premises at any time hereafter when the unpaid principal amount due on this contract shall equal the unpaid principal balance due on any existing first mortgage, and a deed shall then be issued to second party, subject to the lien of the existing first mortgage. If a conveyance has not been made sooner, second party shall be entitled to a deed when \$ ~~8,500.00~~ **8,500.00**, including the down payment of \$ ~~3,000.00~~ **3,000.00** has been paid on this contract, and if the premises are not then incumbered, a deed shall

issue to second party, and first party shall then take back, on forms acceptable to first party, a first mortgage in the amount of \$ ~~8,500.00~~ **8,500.00** payable ~~250 or more per month~~ **250 or more per month** including interest at the rate of ~~six and one-half~~ **six and one-half** (7 1/2) per centum per annum on the unpaid principal balance remaining from time to time unpaid. If the premises are mortgaged at that time and there is a difference in the unpaid principal amount due on the then existing first mortgage and the unpaid principal balance due on this contract, a deed shall issue to second party, subject to the lien of the then existing first mortgage, and such difference shall then be taken back by first party in the form of a second mortgage, on forms acceptable to first party, and the combined monthly payment then due on both first and second mortgages shall not exceed the stipulated minimum monthly payment of \$ ~~250.00 or more~~ **250.00 or more**, including interest, due under this contract.

13. First party and assigns reserve the right at all times to convey, sell, transfer or dispose of the legal title to said premises and all interest in this agreement to such person or persons as desired, subject to the rights of second party under this contract, and second party and assigns agree to accept deed of conveyance hereunder from any and all subsequent title holders.

14. If said second party fails to make either of the payments, or any part thereof, or fails to perform any of the covenants on their part hereby made and entered into, this contract shall after ~~30~~ **30** days, at the option of said first party, be forfeited and determined, and said second party shall forfeit all payments made on this contract, and such payment shall be retained by said first party in full satisfaction and in liquidation of all damages sustained, and said first party shall have the right to re-enter and take possession of the premises aforesaid. In the event this contract shall be declared null and void by first party on account of any default, breach or violation by second party in any of the provisions hereof, the same shall become null and void, and be so conclusively determined by the filing by first party of a written declaration of forfeiture hereof in the Recorder's Office of ~~County~~ **County**, Illinois.

15. Evidence of title has been submitted to and approved by second party, and on delivery of deed hereunder shall become the property of second party, subject to the rights of mortgage holders.

16. It is mutually agreed by and between the parties hereto that all the agreements herein contained shall extend to and be obligatory upon the heirs, administrators, executors and assigns of the respective parties, and that time of payment shall be the essence of this contract and all of the conditions thereof.

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17. Notwithstanding anything herein to the contrary, it is understood that the tax and insurance deposits before mentioned are estimates and that from time to time, if the same exceed the deposits hereinafore provided for, the second party shall, upon ten days' notice from the first party to do so, deposit with said first party any deficiencies in the amount on hand to pay the said taxes or insurance premiums. From time to time, when and if the increase in taxes and insurance premiums require, the amount of the tax and insurance deposits shall be varied, on notice by first party to second party.

18. It is understood that buyers shall accept title to said premises subject to objections numbers 3 and 4 of Chicago Title and Trust Company Owners Title policy number 46-07-708.

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

Sealed and Delivered in Presence of

[Handwritten signature]

[Handwritten signature] (Seal)
[Handwritten signature] (Seal)
[Handwritten signature] (Seal)
[Handwritten signature] (Seal)
[Handwritten signature] (Seal)
 _____ (Seal)
 _____ (Seal)

Property of Cook County Clerk's Office

UNOFFICIAL COPY

LOAN TRANSFER AGREEMENT

Loan # 183-655 (#131-391)

THIS AGREEMENT, entered into this 2nd day of January 19 64 by and between

IRA O. MC GOWAN AND RUTH A. MC GOWAN, HIS WIFE

hereinafter called the "Seller," and

ROBERT BROWN AND DORCAS BROWN, HIS WIFE

hereinafter called the "Purchaser," and the Talman Federal Savings and Loan Association of Chicago, hereinafter called the "Association," WITNESSETH:

~~THAT WHEREAS~~ the Seller has executed a Mortgage to the Association recorded or registered in COOK

County Illinois, as Document No. 18818499 to secure payment of a loan from the Association, evidenced by

a note of even date therewith and subject to the terms and conditions of said mortgage;

The Purchaser does hereby assume and agree to pay said mortgage indebtedness, the present unpaid balance being

THIRTEEN THOUSAND ONE HUNDRED TWENTY SEVEN AND 10/100 (\$13,127.10) Dollars,

and agrees to comply with and be bound by all of the terms, covenants and conditions contained in said note, mortgage and by-laws of the Association, whether said by-laws be now in force or be hereafter modified or adopted.

The seller for value received hereby assigns and transfers unto the purchaser all right, title and interest in and to all monies deposited for taxes and insurance with said Association, its successors and assigns, and hereby disclaims all right, title and interest of every kind and character whatsoever in and to all monies which may hereafter be deposited with said association or its successors and assigns, in accordance with the terms and provisions of said mortgage.

~~WHEREAS~~ said Seller wishes to sell and convey said premises to said Purchaser and each wishes the consent of the Association to such sale and conveyance,



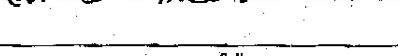
NOW, THEREFORE, in consideration of the mutual covenants and agreements of each of the parties hereto:


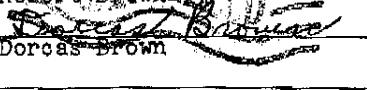
The Association does hereby consent to the sale and conveyance of said premises by the Seller to the Purchaser, and does hereby release and discharge the Seller from any and all personal liability under said note and mortgage and/or any supplement thereto.

The Seller does hereby transfer and assign to the Purchaser his membership in the Association.

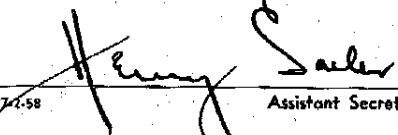
The parties hereto agree that all rights and obligations hereunder shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the Seller and Purchaser have affixed their hands and seals, and the Association has caused this Agreement to be signed in its name by its Assistant Vice-President and attested by its Assistant Secretary, all on the day and year first above written.

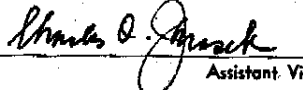
 (SEAL)
 Ira O. McGowan
 (SEAL)
 Ruth A. McGowan
 (SEAL)
 _____ (SEAL)
 Seller

 (SEAL)
 Robert Brown
 (SEAL)
 Dorcas Brown
 _____ (SEAL)
 _____ (SEAL)
 Purchaser

Attest:


 2742-58 Assistant Secretary

TALMAN FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

By 
 Assistant Vice-President