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Doc#: 0734726099 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 12/13/2007 12:34 PM Pg: 1 of 6

NOTICE OF FORECLOSURE
LIS PENDENS NOTICE

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION
ADMINISTRATOR OF VETERANS AFFAIRS)

Plaintiff,)
vs.) No.
JOHN CALLOWAY;
MARY CALLOWAY;
EDWARD M. FOSTER;
UNKNOWN OWNERS)

Defendants:)

I, the undersigned, do hereby certify that the above-entitled cause was filed in the above Court on **DEC 13 2007** for the foreclosure of an Installment contract which is a **DOROTHY BROWN** as Exhibit "1", and that the property affected by said cause is described on Page 2 hereof.

DOROTHY BROWN
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL

The names of all plaintiffs and all title holders of record are set forth in the above caption.

Signature:
Kenneth K. Shaw, Jr.

This instrument prepared by:
KROPIK, PAPUGA & SHAW
Attorneys of Record
120 South LaSalle Street
Chicago, Illinois 60603
Telephone: 312/236-6405
ATTORNEY NO.: 91024

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Re: CALLOWAY

LEGAL DESCRIPTION

. LOT 204 IN CUMMINGS & FOREMAN REAL ESTATE CORP., RESUBDIVISION
. OF PART OF MIAMI PARK, IN THE WEST HALF OF SECTION 9, TOWNSHIP
. 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN.
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Property of Cook County Clerk's Office

SAID PROPERTY IS COMMONLY KNOWN AS: 221 MARSHALL AVENUE
BELLWOOD, IL 60104

PERMANENT TAX NO.: 15-09-111-003-0000

Mail to: KROPIK, PAPUGA & SHAW
120 South LaSalle Street
Chicago, Illinois 60603

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588435

VA FORM 28-1830
OCT 1982

NOT PART OF THIS INSTRUMENT
Colorado, Idaho, Kansas, Nebraska, New Mexico, Oklahoma,
Montana, Nebraska, New Mexico, Oklahoma,
South Dakota, Utah, Washington, Wyoming

INSTALLMENT CONTRACT FOR SALE OF REAL ESTATE

1. THIS AGREEMENT, made this 27th day of JANUARY 1980, by and between the Administrator of Veterans Affairs, an officer of the United States of America, whose address is Veterans Administration, in the District of Columbia 20420, hereinafter called "Seller," and his/her successor in such office, on the one hand, and EDWARD M. FOSTER whose mailing address is

29 SOUTH RIVER
NATAVIA
ILLINOIS, 60410 (UNMARRIED)

2. WITNESSETH: For and in consideration of the sum of one dollar, each to the other in hand paid, and of the mutual covenants and agreements herein, the Seller hereby agrees to sell to the Buyer, and the Buyer hereby agrees to purchase from the Seller, the property and all appurtenances thereto, situated in the county of DEKALB and State of ILLINOIS, herein referred to as "the property," and more fully described as follows, to wit:

LOT 201 IN CONDOMINIUMS AND FOREMAN REAL ESTATE CORPORATION, RESUBDIVISION OF PARK IN MIAMI, INC. IN THE WEST 1/2 OF SECTION 9, TOWNSHIP 33 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
C/O A 281 MARSHALL AVENUE, BELLWOOD, ILLINOIS 60104

TAX I.D.# 13 OR 11-003

THIS LOAN MAY NOT BE ASSUMED WITHOUT THE PRIOR APPROVAL OF THE VETERANS ADMINISTRATION OR ITS AUTHORIZED AGENT, SUCCESSORS OR ASSIGNS.

3. This Agreement is made subject to:
- (1) Existing leases and to rights, if any, of persons in possession, if any.
 - (2) The general taxes and special assessments which the Buyer hereinafter covenants to pay.
 - (3) Building line and building and liquor restrictions of record.
 - (4) Zoning and building laws or ordinances.
 - (5) Party wall rights of agreements.
 - (6) Roads and highways.
 - (7) Covenants, conditions, exceptions, reservations, restrictions, or easements of record.
 - (8) Rights of all parties claiming by, through, or under the Buyer.

- (9) Any laws of the State of Illinois which may hereafter be enacted which may affect the property.
- (10) All unpaid water and sewer charges, including any services rendered after the date of this Agreement.
- (11) All contracts or agreements, whether or not recorded, for the furnishing of water, gas, or sewerage disposal service.
- (12) The regulations, bylaws, rules, regulations, conditions, charges, or assessments of any civic, governmental or other association, corporation, or district which affect the property.

The Buyer shall indemnify and save harmless the Seller from all loss and liability that may be incurred by the Seller as a result of any of the foregoing matters.

PLAINTIFF'S EXHIBIT
1

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Buyer shall pay to Seller for the property the sum of SIXTY-TWO THOUSAND ONE HUNDRED AND NO/100 dollars (\$ 62,100.00) in lawful money of the United States, in the city of CHICAGO, Illinois, or at such other place within the United States as the Seller may from time to time designate in writing, at the times, in the amounts, and in the manner following:

THREE THOUSAND FIFTY AND NO/100 dollars (\$ 3,500.00) in cash paid prior to or upon the execution and delivery of this Agreement;

SIXTY-TWO THOUSAND ONE HUNDRED AND NO/100 dollars (\$ 62,100.00) (herein referred to as "principal sum" or as "principal") with interest at the rate of 11.5 % per annum from the 15th day of JANUARY 1980 and a like sum on the 15th day of each month thereafter until said principal and interest shall have been fully paid. The unpaid balance of principal hereinafter shall be credited upon unpaid principal. Additional payments of principal in any amount not less than the amount of the monthly installments above provided or one hundred dollars, whichever is less, may be made at any time. Payment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the first following business day after such prepayment, whichever is earlier. At Seller's option the Buyer will pay a "late charge" not to exceed four per centum (4%) of any installment when paid more than fifteen (15) days after due date thereof to cover the extra expense involved in handling delinquent payments.

Principal and interest shall be payable in 36 equal monthly installments as follows:

PIVE THOUSAND TWENTY TWO AND 17/100 dollars (\$ 5,222.77) on the first day of MARCH 1980 and a like sum on the 15th day of each month thereafter until said principal and interest shall have been fully paid. In each month the unpaid balance of principal hereinafter shall be credited upon unpaid principal. Additional payments of principal in any amount not less than the amount of the monthly installments above provided or one hundred dollars, whichever is less, may be made at any time. Payment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the first following business day after such prepayment, whichever is earlier. At Seller's option the Buyer will pay a "late charge" not to exceed four per centum (4%) of any installment when paid more than fifteen (15) days after due date thereof to cover the extra expense involved in handling delinquent payments.

Except as otherwise provided herein, Buyer covenants and agrees (a) to pay, before delinquency and before auction of the property, all taxes for the year 1980 and subsequent years, all installments of special improvement taxes and assessments, due and payable in the year 1980 and subsequent years, and all special taxes and assessments hereafter levied or which may hereafter be levied on water or electric or gas bills, or water, fire, electric, gas, or other utility bills, together with all ground, mains, water, sewer, or other utility bills, or any part thereof or the full and proper use and enjoyment thereof, and other costs or charges appurtenant to the property, and to pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by Seller, and the policy and coveralls shall be held by Seller and shall contain, by endorsement or otherwise, appropriate provisions, acceptable to Seller, requiring all losses and refundable unearned premiums to be paid to Seller. In the event of loss, Seller shall immediately notify by mail to Seller, and Seller shall be entitled, but is not under any duty, to make proof of loss. If and when Seller or hereafter issued which cover any of said property.

Without limiting or impairing any of the covenants contained in paragraph 5 and in order to provide means for the payment of certain of said covenants by the Buyer and for the insurance to the Seller, the Buyer covenants and agrees to maintain a fund in an amount equal to at least one-twelfth (1/12) of the total amount which the Seller shall from time to time be obligated to pay for the following items, or such of them as the Seller may, in his/her sole discretion and from time to time determine, and of which the Seller notifies Buyer:

- Any of those taxes, assessments, ground rents, water delivery, and rates, assessments on water or electric, gas, or other utility bills, or any part thereof or the full and proper use and enjoyment thereof, and other costs or charges appurtenant to the property, and to pay promptly when due any premiums therefor.
- The premiums and costs of any fire and other insurance which the Buyer is obligated to maintain under the provisions of paragraph 5 and which the Seller may in his/her sole discretion and from time to time determine.
- Such other similar taxes or charges as the Seller in his/her sole discretion and from time to time determine.

From and out of moneys received by the Seller pursuant to the provisions of this paragraph and from and out of moneys received by the Seller from the Buyer or for Buyer hereunder, the Seller may at any time and from time to time, together with any permitted interest, pay or charge, or may at any time any or all of such moneys to the payment of any of said items, or the Seller may, in his/her sole discretion, require the Buyer to make any disbursement from said moneys to any agent or insurance company from which bills obtained by the Seller, or on the basis of any other information received by the Seller, to be due; pay, or pay such account thereof. If requested by the Seller, Buyer shall promptly obtain, approve, and deliver to the Seller all bills or receipts of the Seller to sell, apply, and dispose of said funds for the purposes and in the manner herein provided. The Seller may be withdrawn by Buyer as long as any of such indebtedness remains unpaid.

All moneys paid to Seller hereunder may be commingled with other funds of the Seller or may be deposited in any bank or other financial institution in the United States who is hereby authorized to commingle the same with the general funds of the United States. The Seller shall be payable on the funds received by Seller for any purpose pursuant to any provision of this Agreement.

Buyer covenants not to sell, permit, or suffer any waste to the property, to keep the property in good repair and to cause any mechanics' or material person's liens to attach thereto. Buyer further covenants not to abandon said property and not to permit or suffer the use of any of the property for any illegal or immoral purpose, or, without written consent of the Seller, to use the property other than that for which it is now intended, nor without such consent to effect, permit, or suffer any abandonment of the property.

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addition to, the following improvements new or heretofore situated in or upon the property. Buyer further covenants to comply with all laws and ordinances which may in any manner affect the property.

No part of the property shall be used in the manufacture, sale, or distribution of intoxicating liquors without the written approval hereof provided upon the part of Buyer to be performed, Seller is hereby authorized and empowered without notice to the Buyer to perform or cause to be performed, any or all of said covenants, agreements and obligations, and to expend the money of Seller as may be reasonable to cause or for any other purpose when in the opinion of Seller is reasonably necessary for the production of money then until paid, shall remain so much additional indebtedness under this Agreement and shall be repaid by Buyer to Seller in money of the United States of America, immediately and without demand, at the same place or places as other debts are payable hereunder, unless Seller shall agree that such sums be otherwise repaid, in which event such repayment shall be made by Buyer to Seller at such times and in such manner as Seller shall require. Any failure, neglect, or refusal by Buyer to repay such sums as herein provided shall constitute default hereunder. Any payment made under the terms of this Agreement may, at the election of Seller, be applied first to the repayment of any sums Seller shall have expended in accordance with the terms hereof.

11. Buyer hereby assigns, transfers, and conveys to Seller, up to the amount of the total indebtedness of Buyer to Seller hereunder, all of Buyer's right, title, and interest in or to all awards and claims in connection with condemnation of any of the property for public use or for injury to any portion thereof, and the proceeds of all such awards or claims, after payment therefrom of all reasonable expenses incurred, including fees for attorneys representing Seller in any such proceeding, shall be paid to Seller, Seller is hereby authorized in the name of Buyer to execute and deliver said documents thereof and to appeal from or otherwise appropriate litigation right of judgment therein which is condemned.

12. All moneys received by Seller under any policy or policies of insurance or any condemnation award or other award or claims or after the return of all reasonable expenses incurred in connection therewith, including fees for attorneys representing Seller, may at the option of Seller, without notice, be used for the purpose of repairing, restoring, or improving the damaged structure upon the property, or may be credited on the indebtedness of Seller may elect.

13. Seller covenants, for himself, himself and his/her employees or agents the right to enter upon the property at any reasonable time during the term of this Agreement for the purpose of inspecting and examining the property or for the purpose of performing and repairing or improving the same, and for the purpose of protecting Seller's right, title, and interest in and to the property or to save it from waste or injury.

14. Delivery and acceptance of this Agreement by Buyer shall constitute delivery to and acceptance by Buyer of the property, and Seller shall constitute an acknowledgment by the Buyer that Buyer has inspected and examined the property and is satisfied with its condition and Buyer acknowledges that he/she is buying the property "as is." The Buyer assumes responsibility for any loss or damage to the building, now or hereafter, caused by fire, theft, or other hazard.

15. The provisions of this Agreement and if default be made and continue for a period of thirty (30) days in the event of a default by Buyer, shall be paid by Buyer, or if default be made in the performance by Buyer of any of the obligations hereunder, then either, at the option of Seller, (a) the whole unpaid balance due and payable and Seller may, at his/her option, (b) terminate all of Buyer's rights under this Agreement and all of Buyer's obligations hereunder, and Seller may, at his/her option, (c) enforce Buyer's obligations hereunder, including a reasonable sum for attorney's fees and costs, and (d) enforce any other rights under this Agreement or claims to the property or in enforcing any of all of the terms of this Agreement. Buyer, from any title or claims of Buyer.

16. The provisions of paragraph 15 of this Agreement shall also apply, at the option of Seller, to (a) any violation of any of the covenants, conditions, or restrictions indicated in this Agreement or which may be of record, and (b) to any violation of any of the covenants, conditions, or restrictions effecting said property.

17. (a) If Buyer seeks the right of termination as provided in paragraph 15, all rights and interests hereby granted and existing in the property shall terminate and determine. Buyer shall hereupon quit and surrender possession of the property to Seller without demand, from the possession of said property to as good condition as it is now, reasonable wear and tear excepted, and without notice and release all persons and their property. (b) Seller may, at his/her option, cause a written declaration to be recorded in the office of the Recorder of Deeds (or of the Registrar of Titles if the property is registered under the Torrens Law) of the county in which the property is situated, to evidence the exercise of an election to terminate all rights hereunder in accordance with the declaration when so recorded, shall be, as to all subsequent purchasers or encumbrances of the property or any part thereof, in effect from the date of payment by Buyer and of Seller's election to terminate all rights in the property existing by reason of this agreement, and occupancy thereof by Buyer; consideration for the execution of this Agreement; and liquidated damages to be paid by Buyer in the event of a default and not as a penalty therefor.

18. Upon receipt of (a) Full payment of the balance payable under the terms of this Agreement or (b) at such earlier time as the Seller in his/her sole discretion may determine, the Seller shall execute and deliver to Buyer the deed conveying to Buyer the legal and equitable title to said property, said deed to be identical in all respects with VA Form 20-8410A, now currently used in the Veterans Administration, but subject to the exceptions indicated in paragraph 3, and subject to all applicable National and State laws and regulations then affecting the transfer of real estate.

19. If any part of said principal sum or the interest thereon shall not have been paid at the time of the execution and delivery of the deed to said property as provided in paragraph 18 hereof, Buyer shall simultaneously execute and deliver to Seller a promissory note in the amount of such unpaid amount, payable in installments in the same amount as provided in paragraph 3 hereof, and a purchase mortgage securing same, which shall be a first lien on the property.

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language of said note and mortgage to be subject to Seller's approval; and the detailed provisions of said note and mortgage to be those contained in the printed forms of such instruments then in possession of the Veterans Administration or any successor in interest thereof in the State wherein the property is situated, except that interest shall be at the same rate as provided in paragraph 4.

20. Seller's title is satisfactory to Buyer as of the date hereof.
21. Buyer shall pay for all recording, transaction, transfer, conveyance, and other taxes upon this Agreement and upon any deed, note, mortgage, or other instrument executed under the terms and provisions of this Agreement, and charges and fees (except income tax) levied against or payable by the mortgagee and the legal holder of said note on account of the indebtedness, the filing of the evidence of either, whether such be payable in one sum only, or periodically or otherwise, and for all revenue, documentary or other stamps required to be affixed to any such instrument. Buyer shall also pay the fees for recording the deed and the mortgage herein specified.

22. Seller may at any time sell and convey the property, but subject to Buyer's rights under this Agreement, and Seller may assign all of Seller's rights hereunder, without the consent of Buyer. The Buyer shall notify the Seller, of an assignment of the Buyer's interest in the contract.

23. Any notice from one party hereto to the other party shall be in writing and delivered in person or forwarded by certified mail. Notices to Buyer shall be addressed to the property hereinabove described unless Buyer shall have previously furnished to Seller written notice of a different address, in which event notice shall be sent to the latest address so furnished Seller. Notices to Seller shall be addressed to the Loan Guaranty Officer, Veterans Administration at the office stated in paragraph 4 until Buyer is notified in writing of a changed address. Thereafter Buyer shall address any notice to the last address of which he/she shall have been notified.

24. Failure or delay of the Seller to enforce any right or to exercise any option (whichever is available) because of any default shall not operate as a waiver of the right of the Seller to thereafter enforce such right or to exercise such option or any other right or option for the same or for any subsequent default.

THE TITLE "SECRETARY OF VETERANS AFFAIRS" SHALL BE SUBSTITUTED
HEREIN THAT OF "ADMINISTRATOR OF VETERANS AFFAIRS" EACH TIME THAT
IT APPEARS IN THIS DOCUMENT PURSUANT TO THE PROVISIONS OF SECTION
2, PUB. L. NO. 90-527, THE DEPARTMENT OF VETERANS AFFAIRS ACT.

The covenants in this Agreement contained shall be binding upon, and the benefits and advantages hereunder shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in duplicate by signing their names and affixing their seals on the day and year first above written.

Signed and sealed in presence of:

(Witness)

(Witness)

(Witness)

(Witness)

EDWARD J. BERTINAKI
The Administrator of Veterans Affairs

By _____ (SEAL)
[Signature]

Title: ARS (STANT) (LOAN GUARANTEE) OFFICER
Veterans Administration Regional Office of Regional
Office and Insurance Center
CHICAGO

Telephone: _____

(Pursuant to a delegation of authority, 38 C.F.R. 36.4842 or 36.4520.)

EDWARD M. FOSTER (SEAL)
[Signature]