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DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Brandon R. Calvert, Esq. Charity & Associates, P.C. 20 N. Clark St., #1150, Chicago, IL 60602

Sopon Ox



Doc#: 0906239063 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 03/03/2009 03:15 PM Pg: 1 of 4

(Reserved for Recorder's Use)

#### MEMORANDUM OF ARTICLES OF AGREEMENT FOR DEED

THIS MEMORANDUM OF ARTICLES OF AGREEMENT FOR DEED (this "Memorandum") dated as of the 29<sup>th</sup> day of January 2009, is made and entered into by and between the Holly E. Humphreys Trust dated 8/1/1990, as a merded 12/1/1999 and as further amended 12/4/2003, ("Seller") and Fergus Bushe, an individual ("Buver"). The Seller and Buyer desire to make the following facts of public record:

- 1. Seller and Buyer have entered into that certain Articles of Agreement for Deed dated January 29, 2009 (as amended from time to time, collectively the 'Agreement') whereby Seller has agreed to sell to Buyer the Premises and Buyer has agreed to buy from Seller the Premises as more fully described in the Agreement, commonly known as 451 Loudon Road, Riverside, Illinois, 60546, and more fully described on Exhibit "A" attached hereto.
- 2. The term of the Agreement commenced on January 29, 2009 and pursuant to the Agreement, unless extended in writing by Seller and Buyer, final payment of the purchase price and all other interest and charges shall be paid by February 1, 2011.
- 3. The terms of the Agreement are hereby incorporated into this Memorandum by reference the same as if fully set out herein. In the event of a conflict between the terms of this Memorandum and the terms of the Agreement, the terms of the Agreement shall control.
- 4. Notwithstanding anything to the contrary contained in the Agreement or in this Memorandum, the benefits and burdens set forth in the Agreement shall run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto. Any transferee shall be deemed to have automatically assumed and be bound by the burdens and obligations hereunder running with the land of the owner of the Premises or portion thereof being transferred.
- 5. This Memorandum may be executed in several counterparts, each of which shall be deemed an original instrument and all of which shall constitute a single agreement.

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**IN WITNESS WHEREOF**, the parties have executed this Memorandum as of the date first written above.

BUYER:	SELLER:
Fergus Bushe, an individual	Holly E. Humphreys, Trustee, Holly E. Humphreys Trust dated 8/1/1990, as amended 12/1/1999 and as further amended 12/4/2003
STATE OF ILLINO!S ) ) ss. COUNTY OF COOK )	
personally appeared Fergus Bushe, an individual of satisfactory evidence) to be the person what he executed the same in	the undersigned, a notary public in and for said State, I, personally known to me (or proved to me on the basis ose name is subscribed to the within instrument and has authorized capacity and that, by his signature on the of which the person acted, executed such instrument.
"OFFICIAL SEAL" SHARON SKOWRON Notary Public, State of Illinois My Commission Expires 11-05-2011	Show Skow Notary Public My Commission Expires:
STATE OF ILLINOIS ) ) ss. COUNTY OF COOK )	
personally appeared Holly E. Humphreys, Trus amended 12/1/1999 and as further amended 12/1/299 basis of satisfactory evidence) to be the person acknowledged to me that he executed the same i	the undersigned, a notary public in and for said State, tee of the Holly E. Humphreys Trust dated 8/1/1990, as 4/2003, personally known to me (or proved to me on the whose name is subscribed to the within instrument and n his authorized capacity and that, by his signature on the of which the person acted, executed such instrument.
	, Notary Public  My Commission Expires:

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NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:10/31/10

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IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first written above. **BUYER:** Holly E. Humphreys, Trustee, Fergus Bushe, an individual Holly 1. Humphreys Trest dated 8/1/1990, as amended 12/1/1999 and as further amended 12/4/2003 STATE OF ILLINOI **COUNTY OF COOK** 2009, before me, the undersigned, a notary public in and for said State, personally appeared Fergus Bushe, an irdividual, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that, by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed such instrument. , Notary Public My Commission Expires: -10/4's Office STATE OF ILLINOIS COUNTY OF COOK On February 4, 2009, before me, the undersigned, a notary public in and for said State, personally appeared Holly E. Humphreys, Trustee of the Holly E. Humphreys Trust dated 8/1/1990, as amended 12/1/1999 and as further amended 12/4/2003, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that, by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed such instrument. , Notary Public My Commission Expires: OFFICIAL SEAL **EVELYN D TURNER** 

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#### EXHIBIT A TO MEMORANDUM

### LEGAL DESCRIPTION OF PREMISES

THE WESTERLY HALF (MEASURED ON STREET AND REAR OF LOT LINES) OF LOT 1351 IN BLOCK 37 IN THIRD DIVISION OF RIVERSIDE, IN SECTION 25, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Stion No. Parcel Identification No. 15-25-303-007-0000