UNOFFICIAL COPY



Doc#: 1130134037 Fee: \$46.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 10/28/2011 11:18 AM Pg: 1 of 6

I, EDMOND M. BURKE, of the Law Firm CHUHAK & TECSON, P.C., of the City of Chicago, State of Illinois, hereby certify that this is a TXVE AND CORRECT COPY OF THE GRIGINAL AGREEMENT FOR ASSIGNMENT OF CERTIFICATE OF SALE BETWEEN STANDARD BANK AND TRUST COMPANY AND ANCHOR GREEN 50^{7 H}, LLC.

ED 14.8	
Edmond M. Burke	04
State of Illinois)
County of GOL)SS.)

Colly the I, the undersigned, a Notary Public in and for said County, in the Starc aforesaid, DO HEREBY CERTIFY that Edmond M. Burke, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his fee and voluntary act.

Given under my hand and official seal, this London	y of Ochdole , 2011.
Minley A Macyas	
Notary Public	
My commission expires: 5-11-13	OFFICIAL SEAL KIMBERLY A. MACEJAK Notary Public - State of Illinois My Commission Expires May 11, 2013

1130134037 Page: 2 of 6

UNOFFICIAL COPY

AGREEMENT FOR ASSIGNMENT OF CERTIFICATES OF SALE

This AGREEMENT FOR ASSIGNMENT OF CERTIFICATE OF SALE (hereafter referred to as the "Agreement") is entered into May 4, 2010, by and between Standard Bank and Trust, as successor administrator to Community Bank of Lemont, ("Seller") and from Grant ("Buyer") (sometimes, "Seller" and "Buyer" are deemed "Parties").

WHEREAS, Standard Bank and Trust is the successor administrator to Community Bank of Lemont of various loans and has obtained a Judgment of Foreclosure and Sale (collectively, "Judgments") on the following properties: (a) 7039 S. Bishop St., Chicago, IL, 60636, Property Index Number: 20-20-327-015-0000; (b) 1448 W. 62nd St., Chicago, IL, 60636, Property Index Number: 20-17-318-036-0000; (c) 140 W. 76th St., Chicago, IL, 60620, Property Index Number: 20-28-404-024-0000; (d) 7635 S. Coles Avenue, Unit 1A, Chicago, IL, 60649, Property Index Number 21-30-404-013; (e) 7635 S. Coles Avenue, Unit 1C, Chicago, IL 60649, Property Index Number 21-30-404-013; and (f) 7635 S. Coles Avenue, Unit 2B, Chicago, IL 60649, Property Index Number 21-30-404-013 (collectively, the "Properties"); and

WHEREAS, once the certificates of sale for each of the Properties are issued (collectively, "Certificates of Sale"), Buyer is desirous of purchasing the Certificates of Sale from the Seller with the intent of taking title to the Properties; and

NOW, CHEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree to the Agreement pursuant to the following terms and conditions as set forth.

- 1. In consideration of this Agreement and in exchange for an assignment of the Certificates of Sale from Seller to Buyer, Buyer shall pay to Seller the amount of Twenty Eight Thousand and 00/100 Dollars (\$28,000.00) ("Purchase Price"). Upon the confirmation of the sale of the Proper ies, the Buyer will pay the Purchase Price to Seller within three (3) business days thereafter.
- 2. Upon payment of the Purchase Frice being made to Seller, Seller agrees to assign and transfer to Buyer and Buyer agrees to take possession of the Certificates of Sale in the same position and with the same rights and risks as Seller may have had and such transfer to Buyer shall hereby be made without reportes. Seller agrees to assign and Buyer agrees to accept the Certificates of Sale and Properties. "As Is, Where Is" without warranties of any kind, whether expressed or implied and seller ranks no representations as to any rights or liabilities that may pass to Buyer as holder of the Certificates of Sale. No warranty of fitness for particular purpose of warranty of merupantability accompanies this Agreement. In addition, Seller makes no representation or warranty with respect to the condition of the Properties. Buyer warrants, acknowledges and agrees with Seller that if and when Buyer acquires title to the Properties, such acquisition sne I be subject to all latent or patent defects of or in the Properties, to all real estate taxes, matters of title, and any other issue relating to the Properties and without any warranties, representation or guarantees, either express or implied, of any kind, nature or type whatsoever from in

967144\3\19693\37822

1130134037 Page: 3 of 6

UNOFFICIAL COPY

on behalf of Seller with respect to same. Buyer has had the opportunity to examine the Properties, and is accepting the Certificates of Sale and Properties with the knowledge that no representative of the Seller has made any representation as to the condition of the Properties, title to the Properties, or any other matter in relation to the Properties whatsoever.

- 3. Seller shall assist Buyer in confirming the sale of the Properties and having judicial deeds for the Properties issued in Buyer's name.
- 4. Other than the Certificates of Sale, Seller is not hereby assigning or transferring to Buyer and not agreeing to assign or transfer to Buyer any other rights that Seller may have under the Judgments. The execution and delivery of this Agreement shall not in any way suspend, prejudice or affect the rights or remedies of the Seller with respect to any judgment order, or any of the liabilities owed to it by current or former owner of the Properties who may be a borrower or guarantor or Seller or any of Seller's rights it may have in and to the assets of said borrower or guarantor.
- 5. In the event the sale at auction and/or the Certificates of Sale are voided for any reason prior to the issuance of judicial deeds in Buyer's name, Buyer's sole remody shall be a refund from Seller of the Purchase Price (to the extent the same has been telested as good to Seller) less any costs or expenses incurred by Seller as provided by law.
- Buyer hereby agrees to pay any and all real property transfer taxes, sales, or any other such taxes and fees of any nature and any kind whatsoever, including any and all penalties and interest thereof, whether assessed or required by the county, city, state, or any governme had or institutional body having jurisdiction whatsoever, incurred or assessed in connection with the sale of the Certificates of Sale and all transactions contemplated by this Agr. ement (collectively, "Taxes"). Buyer hereby agrees to file any and all forms as may be required by applicable law for this transaction and make payment of all such Taxes. Buyer herety agrees to indemnify, reimburse, and hold harmless Seller from and against any claims, Amages all causes of action, suits, penalties, losses, damages, claims and expenses of any nature whatsoever (including reasonable attorneys' fees and expenses) which may be impo ed on, incurred by, or asserted or threatened against the Seller by reason of, in any way retrain; to or arising out of (a) this Agreement, the transactions contemplated hereunder, or Dryer's failure to pay the Taxes to the appropriate authority; or (b) Buyer's breach of any provision of this Agreement. This Section 6 shall survive indefinitely the consummation of the transactions contemplated hereunder and shall not merge into any deed or any riber document or instrument delivered at the closing of the transaction contemplated hereund at
- 7. This Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of Illinois.
- 8. This Agreement may be signed in any number of counte part; and by facsimile/electronic mail transmission, each of which shall be deemed an original, and all of which taken together shall constitute one and the same Agreement.

967144\2\19693\37822

1130134037 Page: 4 of 6

UNOFFICIAL COPY

EXECUTED THIS Y DAY OF MAY 2010.

Seller: Standard Bank and Trust

Dropperty of Cook County Clark's Office Ву:

1130134037 Page: 5 of 6

UNOFFICIAL COPY

LEGAL DESCRIPTION

LOT 31 IN BLOCK 8 IN MARSTON AND AUGUR'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-20-327-015-0000

LOT 42 IN BLOCK 10 IN BELLEVILLE BEING A SUBDIVISION OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-17-318-036-0000

LOT 20 IN BLOCK 3 IN BANKER'S RESUBDIVISION OF BLOCKS 3 AND 10 IN H.L. STEWARTS SUBDIVISION OF THE NORTH ½ OF THE SOUTHEAST ¼ OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 14, LAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-28-404-024-0000

UNIT 1A 7635 S. COLES CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THE SOUTHERLY 50 FEET OF LOT 75 (AS MEASURED ON THE EASTERLY LINE THEREOF) IN DIVISION 1 IN WESTFALL'S SUBDIVISION OF 20% ACRES, BEING THE EAST ½ OF THE SOUTHWEST ¼ AND THE SOUTHEAST FRACTIONAL ¼ OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXLIBIT "B" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED AS DOCUMENT NO. 0801415077, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS AMENDED FROM TIME TO TIME IN COOK COUNTY, ILLINOIS.

PIN: 21-30-404-013-0000

1130134037 Page: 6 of 6

UNOFFICIAL COPY

LEGAL DESCRIPTION

UNIT 1C 7635 S. COLES CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THE SOUTHERLY 50 FEET OF LOT 75 (AS MEASURED ON THE EASTERLY LINE THEREOF) IN DIVISION 1 IN WESTFALL'S SUBDIVISION OF 208 ACRES, BEING THE EAST ½ OF THE SOUTHWEST ¼ AND THE SOUTHEAST FRACTIONAL ¼ OF SECTION 30. TOWNSHIP 38 NORTH, RANGE 15. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLA? ATION OF CONDOMINIUM OWNERSHIP RECORDED AS DOCUMENT NO. 0801415(7). TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELIMENTS, AS AMENDED FROM TIME TO TIME IN COOK COUNTY, ILLINOIS.

21-30-404-013-0000

UNIT 2B 7635 S. COLES CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THE SOUTHERLY 50 FEET OF LOT 75 (AS MEASURED ON THE EASTERLY LINE THEREOF) IN DIVISION 1 IN WESTFALL'S SUPDIVISION OF 208 ACRES, BEING THE EAST ½ OF THE SOUTHWEST ¼ AND THE SOUTHEAST FRACTIONAL ¼ OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED AS DOCUMENT NO. 0801415077, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS AMENDED FROM TIME TO TIME IN COOK COUNTY, ILLINOIS. Office

PIN: 21-30-404-013-0000