

# UNOFFICIAL COPY



## NOTE PURCHASE AGREEMENT

2617 WEST RASCHER  
CHICAGO, IL 60625

Doc#: 1307950031 Fee: \$46.00  
RHSP Fee:\$10.00 Affidavit Fee:  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/20/2013 10:29 AM Pg: 1 of 5

LEGAL DESCRIPTION: LOT 913 IN WILLIAM H. BRITIGAN'S BUDLONG WOOD GOLF CLUB ADDITION NUMBER 3, A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 12, TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART LYING NORTHEASTERLY OF LINCOLN AVE AND EXCEPT PART TAKEN FOR STREETS IN SECTION 12 TOWNSHIP 40 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN) ALSO THAT PART OF THE N2 OF THE WEST ½ OF THE E2 OF THE NORTHEAST ¼ LYING WEST LINCOLN AVENUE, IN SAID SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2617 West Rascher Ave  
Chicago, IL 60625

TAX PARCEL NUMBER: 13-12-214-014-0000

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## MEMORANDUM

I am specifically recording this note purchase agreement to put others on notice of the agreement's existence. Additionally, note that consideration has been paid in the amount of \$75,000.00. As of today's date, we are finalizing our agreement to purchase the note.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## AGREEMENT TO PURCHASE NOTE, MORTGAGE AND COLLATERAL DOCUMENTS

**THIS MORTGAGE SALE AGREEMENT** (the "**AGREEMENT**") is made and entered into this 19<sup>th</sup> day of November, 2012 as follows:

### WITNESSETH

**WHEREAS**, the Seller **SECOND FEDERAL SAVINGS AND LOAN ASSOCIATION** (hereinafter referred to as "**SELLER**"), and the Buyer, **DEVON STREET INVESTMENTS, LTD.**, an Illinois corporation (hereinafter referred to as "**BUYER**"), desire to enter into this agreement to purchase and sell, the Note, Mortgage and related documents and claims including, but not limited to, any and all right, title and interest in and to that certain foreclosure proceeding filed by the Seller in the Circuit Court of Cook County, Illinois, County Department, Chancery Division styled as case number **11CH40772** entitled "**SECOND FEDERAL SAVINGS AND LOAN ASSOCIATION, et al. V. VICTOR MARTINEZ, et al.**" (the **FORECLOSURE ACTION**) for the property commonly known as and located at **2617 W. RASCHER AVE, CHICAGO, IL 60625** and agrees as follows:

**NOW, THEREFORE** in consideration of the mutual promises and covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Seller agrees to assign the following described instruments and claims and Buyer agrees to pay to Seller the amount of **SEVENTY- FIVE THOUSAND and 00/100 DOLLARS (\$75,000.00)** in the form of a certified or cashier's check payable to Seller. Seller represents that the current outstanding balance on the Mortgage is approximately One Hundred Thirty Five Thousand Seven Hundred and Eighty 00/100 Dollars (\$135,780.00).
2. Seller agrees to deliver the following Documents (collectively referred to as (**ASSIGNED COLLATERAL DOCUMENTS**)):
  - (a) Original Note executed by Victor Martinez in favor of Seller
  - (b) Original First Mortgage, Assignment of Leases and Rents and Security Agreement recorded on 08/28/2001 as document No.0010796467 at the office of the Cook County Recorder of Deeds.
  - (c) Any and all claims, actions, causes of action, including but not limited to the Foreclosure Action;
  - (d) Assignments of the foregoing original Note, Mortgages and Assignments of Leases and Rents in recordable form by the Seller and Assignment of Policies of Insurance and Unrecorded Loan Documents.

# UNOFFICIAL COPY

3. Buyer agrees to indemnify and hold Seller harmless for any claim by and on behalf of or arising solely out of Buyers conduct in connection with its Mortgage or Note or the Foreclosure Action of the subject property after November 19, 2012. Buyer further agrees that it will be responsible for all costs and fees of concluding the pending Foreclosure Action.
4. Seller agrees to indemnify and hold Buyer harmless for any claim by and on behalf of or arising solely out of Sellers conduct in connection with its Mortgage or Note or the Foreclosure Action of the subject property before November 19, 2012. Seller further agrees that it will be responsible for all costs and fees arising from any claims regarding Sellers conduct prior to November 19, 2012, regarding the subject Mortgage or Note or the Foreclosure Action.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and the laws of the United States of America.
6. The Warranties, Representations and Indemnification shall survive the closing, dismissal or resolution of the pending Foreclosure Action and there shall be no merger construed in connection with the above referenced Assignment and Sale.
7. All notices given pursuant to this Agreement shall be in writing and may be served in one of the following manners:
  - (a) By personal delivery, mail e-mail, telegram, in which case notice shall be deemed given when delivered; or
  - (b) By the use of a facsimile machine or telecopier with proof of transmission and a copy of the notice with proof of transmission being sent by regular mail on the date of transmission, in which case notice shall be deemed effective the day when transmitted.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and sealed the day, month and year written above.

DATED: November 19, 2012

BUYER:

DEVON STREET INVESTMENTS, LTD.

BY: Bert Rossini  
Bert Rossini, President

SELLER:

SECOND FEDERAL SAVINGS AND  
LOAN ASSOCIATION

BY: \_\_\_\_\_

Its: \_\_\_\_\_

UNOFFICIAL COPY

**usbank**

**CASHIER'S CHECK**

No. 942503856

93-38  
929

PAY  
THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS AND 00 CENTS

DATE: APRIL 14, 2012

\$ 37,500.00

TO THE  
ORDER OF:

THOMAS MURPHY, ATTORNEY/AGENT PIN13122140140000

PURPOSE/REMITTER: GUS BAHRAMIS

FOR PAYMENT OF Second FEDERAL Savings & Loan

Location: 942 DES PLAINES OAKTON

US 3037011  
Minneapolis, MN 55408

*3037011 Kaschew Ave Chicago, Ill 60615*

*[Signature]*  
AUTHORIZED SIGNATURE

Security Features Included. Details on Back.

⑆0942503856⑆ ⑆092900383⑆150080235081⑆



**First Midwest Bank**

100323933

04/14/2012

DATE

PAY TO THE ORDER OF  
THOMAS MURPHY, ATTORNEY/AGENT  
PIN # 13122140140000

THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS

\$\*\*\*\*\*37,500.00

Drawer: First Midwest Bank

*[Signature]*  
AUTHORIZED SIGNATURE

FOR ILIERS \$ BOLDS= 2617 W. Roscher Ave. Chicago, IL 60625  
For purchase of second federal savings & loan note & MORTGAGE  
AND AUTHORIZED SIGNATURES REQUIRED FOR AMOUNT OVER \$25,000.00

⑆100323933⑆ ⑆092900383⑆150080235081⑆

*Received this  
17th day of April 2012  
Best Kaschew*