

# UNOFFICIAL COPY



PREPARED BY & RETURN TO:

ATTORNEY GABRIEL M. CAPOKALE

7646 W. NORTH AVE

ELMWOOD PARK, IL 60707

Doc#: 1418322053 Fee: \$44.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/02/2014 12:17 PM Pg: 1 of 4

## SECOND AMENDMENT TO ARTICLES OF AGREEMENT FOR DEED

This Second Amendment to Articles of Agreement for Deed (this "Amendment") is made and entered into effective as of June 1, 2014 (the "Effective Date") by and between APATOSAURUS LLC, an Illinois limited liability company, as Seller ("Seller"), and MICHAEL T. HOLMAN and CHERYL L. HOLMAN, as Purchasers ("Purchasers").

### RECITALS:

A. Seller and Purchaser entered into Articles of Agreement for Deed dated June 8, 2009 a Memorandum of which was recorded with the Cook County Recorder of Deeds on June 24, 2009 as Document No. 0917545009 (the "Agreement"), pertaining to the purchase and sale of certain real estate commonly known as 1725 North Albany Street, Chicago, Illinois 60647, containing two (2) rental apartments and legally described as follows:

LOT 33 IN BLOCK 2 IN THE JOHNSTON AND COX'S  
SUBDIVISION OF THE SOUTHWEST ¼ OF THE  
SOUTHWEST ¼ OF SECTION 36, TOWNSHIP 40 NORTH,  
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN  
IN COOK COUNTY, ILLINOIS.

Commonly known as: 1725 North Albany Avenue  
Chicago, Illinois 60647

Permanent Tax Number: 13-36-318-014-0000

B. The Agreement was amended by First Amendment dated June 1, 2012 and recorded with the Cook County Recorder of Deeds on June 27, 2012 as Document No. 1217931054. Said First Amendment extended the due date of the final payment to June 1, 2014.

C. Seller and Purchaser desire to further amend the Agreement to extend the date

# UNOFFICIAL COPY

NOW THEREFORE, in consideration of the covenants and agreement set forth herein, Seller and Purchaser hereby agree as follows:

1. Incorporation of Recitals: Defined Terms. The Foregoing recitals are hereby incorporated and made a part of the Amendment. All capitalized terms used herein and not defined shall have the meaning set forth in the Agreement.
2. Final Payment. Effective as of June 1, 2014, Section 3 (c) of the Agreement is hereby amended to provide that a final payment of the purchase price and all accrued but unpaid interest and other charges as hereinafter provided, shall be due on or before the August 29, 2014.
3. Termination of Articles of Agreement for Deed. Concurrently with the execution of this Amendment, Purchaser agrees to deliver to Karen Osiecki Meehan, Escrowee, a Termination of Articles of Agreement for Deed executed by Purchaser and a Termination of Articles of Agreement for Deed executed by Marvin Holman and Jackie Holman. Escrowee to hold said Terminations in escrow. In the event that payment is not made on August 29, 2014, Escrowee is authorized to deliver said Terminations to Seller for recording.
4. Rescind Notice of Intent to Declare Forfeiture. The Seller hereby agrees to rescind the Notice of Intention to Declare Forfeiture of All Rights under Articles of Agreement For Warranty Deed and Notice of Intention to File Forcible Detainer Suit, dated June 2, 2014, for which said notice demanded final payment to be made on or before July 8, 2014.
5. Assignment. Effective June 1, 2014, Section 23 of the Agreement is hereby amended to provide that the Seller agrees to allow the Purchaser to transfer, pledge and/or assign this Agreement and any interest herein or hereunder without prior consent from the Seller only to Marvin Holman and his wife Jackie Holman. A copy of any such Assignment will be delivered to Seller within three (3) business days after execution of any such Assignment.
6. Fees and Costs. Purchaser, and Purchaser's successors and/or assigns, agree to reimburse Seller for all legal fees and costs incurred by Seller in connection with and relating to the forfeiture, this Amendment and the closing under the Agreement (including, but not limited to, title charges, survey costs, attorney's fees and transfer taxes) that have not been reimbursed to Seller upon the execution of this Amendment.
7. Ratification. Except as set forth in the Amendment, all of the terms, covenants and conditions of the Agreement, as amended and of the rights and obligations of Seller and Purchaser thereunder, shall remain in full force and effect and are not otherwise altered, amended, revised or changed.

# UNOFFICIAL COPY


- 8. Counterparts. This Amendment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.
- 9. Conflict. In the event of a conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall control
- 10. Notice. Notice to Purchaser's attorney at the following address shall be sufficient notice to Purchaser. Purchaser's attorney shall be Purchaser's agent for service of process.

Name: Gabriel M. Caporale  
 Address: 7646 W. North Ave  
 City: Elmwood Park, IL 60707  
 Telephone: 312-622-1202  
 Facsimile: 708-456-0010

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

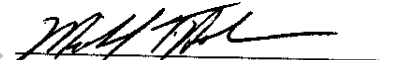
SELLER:

Apatosaurus LLC



By: Thomas W. Choate  
 Its: Sole Member

PURCHASERS:



Michael T. Holman



Cheryl L. Holman

# UNOFFICIAL COPY

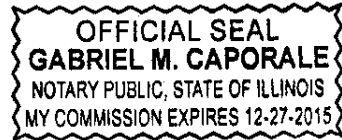
STATE OF ILLINOIS       )  
  ) SS  
COUNTY OF COOK       )

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael Holman and Cheryl Holman, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and seal this 2<sup>nd</sup> day of ~~June~~<sup>July</sup>, 2014.

Gabriel M. Caporale  
Notary Public

My commission expires: 12-27-15



STATE OF ILLINOIS       )  
  ) SS  
COUNTY OF COOK       )

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas W. Choate, personally known to me as the Manager of Apatosaurus, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act and deed of said company for the uses and purposes therein set forth.

GIVEN under my hand and seal this 2<sup>nd</sup> day of ~~June~~<sup>July</sup>, 2014.



Karen Osiecki Meehan  
Notary Public

My commission expires: 2-22-2015