

UNOFFICIAL COPY

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ARTICLES OF AGREEMENT FOR TRUSTEE'S DEED

Articles of Agreement made this 1st day of October 19 74 between THE NATIONAL BANK OF ALBANY PARK IN CHICAGO, not individually but solely as Trustee under Trust Agreement dated June 30th, 1972 and known as Trust No. 11-2801 hereinafter called the Seller, and Christ Theodosis and Rita Theodosis, his wife, as joint tenants with right of survivorship hereinafter called Purchaser, 2650 West Summerdale

WITNESSETH:

1. That if the Purchaser shall first make all the payments and perform all the covenants and agreements in this agreement required to be made and performed by said Purchaser, at the time and in the manner hereinafter set forth, Seller will, upon request of a direction from those empowered to direct the Trustee under the aforementioned Trust Agreement, convey to Purchaser by Trustee's Deed, the following described real estate, to-wit:

Lot 56 (except the north 30 feet) and the North 20.53 feet of Lot 55 in Kron's Subdivision of the East Half of Block 7 and the East Half of Block 10 in Jackson's Subdivision of the South East Quarter of Section 11 and of the South West Quarter of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian (except the East 50 feet of West 158 feet of the North 183 feet of the East one-half of Block 7, aforesaid and except streets heretofore dedicated) in Cook County, Illinois more commonly known as 5064 N. Kimball Avenue, Chicago, Illinois.

together with all buildings and improvements thereon, if any, subject to:

- a. Rights or claims of parties in possession not shown of record, questions of survey and existing leases, if any;
- b. Mechanic's Liens not filed or where no notification thereof appears of record;
- c. Special assessments or taxes now due or falling due after date hereof, and special assessments or taxes not confirmed by a Court of Record;
- d. Building, building line and use or occupancy restrictions, conditions and covenants of record;
- e. Zoning and building laws or ordinances;
- f. All unpaid general real estate taxes;
- g. Party wall rights and agreements, if any;
- h. Roads, highways and easements;
- i. All encumbrances, mortgages, liens, instruments and restrictions of record;
- j. Acts done or suffered by the Purchaser or anyone claiming by, through or from the Purchaser;

NOTE: RIDER CONTAINING PARAGRAPHS NOS. 28 to 31 both inclusive attached hereto is expressly made a part hereof; and Supplemental Rider containing paragraphs 1-3, both inclusive are also attached hereto and expressly made a part hereof.

Beneficiary of the Seller

2. Purchaser covenants and agrees to pay to Seller or to the beneficiary or beneficiaries of the Seller as to such person as the Seller or its beneficiaries may from time to time designate in writing, the sum of Forty-eight thousand and 00/100's Dollars (\$48,000.00) in the following manner: Seven Thousand and 00/100's Dollars (\$7,000.00), upon the execution hereof, receipt of which is hereby acknowledged by the beneficiaries of said trust as the balance, with interest at 8 1/2% per annum, payable monthly, as follows: Five Hundred (\$500.00) Dollars or more on the 1st day of January, 1975 and a like amount or more on the 1st day of each month thereafter until paid. Said installments shall be first applied against interest on the principal balance from time to time outstanding and then on the principal.

3. When the Seller has been notified in writing by its beneficiaries that the covenants and agreements herein contained have been performed by the purchaser, and when its beneficiaries shall so direct Seller, providing that all fees and costs due to Seller, as Trustee, have been paid in full, Seller shall issue its Trustee's Deed subject to the conditions herein set forth, to be delivered by the beneficiaries of said trust to the grantee in said Deed together with either a Chicago Title and Trust Company Title Guarantee Policy, or its customary form of Letter of Opinion, or an Owners' Duplicate Certificate of Title issued by the Registrar of Titles, or a merchantable Abstract of Title, to date hereof. Purchaser herewith certifies that he has examined the title to the above described property to and including the date hereof, and he hereby expressly accepts and approves the condition of the title to said property.

4. The Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to, or be against or upon the property aforesaid which may or might be superior to the rights of Seller.

5. Each and every contract for repairs or improvements on the premises aforesaid, or any part thereof, shall contain an express, full, and complete waiver and release of any and all lien or claim of lien against the property herein agreed to be conveyed, and no contract or agreement, oral or written shall be executed by the Purchaser for repairs or improvements upon the property aforesaid, except if the same contain such express waiver or release of lien upon the part of the party contracting, and a copy of each and every such contract shall be promptly delivered to the beneficiaries of Seller.

6. The Purchaser shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder, without first obtaining the prior written consent of the Seller; nor shall the Purchaser lease said premises, or any part thereof, or consent to or approve any sublease or assignment of lease thereof, without first obtaining the prior written consent of the Seller, or the beneficiaries of said trust. Any violation or breach or attempted violation or breach of the provisions of this paragraph by Purchaser, or any acts inconsistent herewith, shall vest no right, title or interest herein or hereunder, or in the said premises in any such transferee, pledgee, assignee, lessee or sub-lessee, but Seller, or the beneficiaries of said trust, may, at their exclusive option, declare this Agreement null and void and invoke the provisions of this Agreement relating to forfeiture hereof.

7. No right, title, or interest, legal or equitable, in the premises described herein, or in any part thereof, shall vest in the Purchaser until he is or shall be entitled to the delivery of the Trustee's Deed as herein provided.

8. No extension, change, modification, or amendment of any kind or nature whatsoever, to or of this instrument, shall be made or claimed by Purchaser, and no notice of any extension, change, modification, or amendment, made or claimed by

THIS INSTRUMENT PREPARED BY:
MARIA KRIS & ALAN KRIS
770 WASHINGTON ST
CHICAGO, ILL 60602

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the Purchaser, shall have any force or effect whatsoever unless the same shall be reduced to writing and be signed by the parties hereto.

9. During the existence of this Agreement, Purchaser agrees to keep all buildings which may at any time be on said premises insured, at Purchaser's expense, in the name of the Seller, against all loss by fire, lightning, windstorm and hail (or such risks as are usually and ordinarily included in policies of fire insurance with extended coverage, including vandalism and malicious mischief) in companies acceptable to Seller, in a minimum amount equal to the total purchase price hereinbefore stated in paragraph 2 hereof. Purchaser further agrees to procure, at his own expense, insurance protecting THE NATIONAL BANK OF ALBANY PARK IN CHICAGO, individually and as Trustee as aforesaid, the beneficiaries under said trust and agents thereof, against loss due to accidents to persons in and about the premises, in amounts not less than \$50,000.00 for one person and \$100,000.00 for any one accident. All said insurance policies shall be delivered to and held by the beneficiaries of the Seller, and evidence of payment of the premiums for said policies of insurance shall also be submitted to the beneficiaries of the Seller. Should the use or occupancy of any part of the premises herein described create or give rise to any liability under the Statutes of the State of Illinois relating to alcoholic liquors, now in effect or becoming effective hereafter, Purchaser shall, at least thirty days prior to the effective date of such use or occupancy, procure at his own expense and deliver to Seller a Liquor Liability Dram Shop Policy or policies in amounts satisfactory to Seller and in a company or companies acceptable to Seller insuring the Seller both in its individual and in its trust capacity, the beneficiaries under said trust and their agents against any such liability. Should any insurance required hereunder not be provided as aforesaid, and at the time hereinabove specified, or should said insurance be cancelled by the insurance company for any reason whatsoever, Seller or its beneficiaries may at their option either (a) place such insurance, if obtainable, and charge the cost of same to the Purchaser or (b) require the Purchaser, on demand, either not to enter upon such use or occupancy or to cease such use and occupancy forthwith, as the case may be, and in default of compliance therewith by said Purchaser, the Seller or its beneficiaries may, forthwith, invoke the provisions of this agreement relating to forfeiture hereof.

10. In case of the failure of the Purchaser to make any of the payments, or any part thereof, or perform any of the covenants hereof on Purchaser's part heretofore made and entered into at the time or times provided herein for such payments or for the performance of any of the covenants hereof, this contract shall, at the option of the beneficiaries of said trust, or the Seller, be forfeited and determined, and the Purchaser shall forfeit all payments made hereunder, and such payments shall be retained by the beneficiaries of said trust, in full satisfaction and as liquidated damages by the beneficiaries of said trust sustained, and in such event the beneficiaries of said trust shall have the right to re-enter and take possession of the premises described herein.

11. This agreement shall not, nor shall any copy thereof, nor any statement, paper or affidavit, in any way or manner referring herein, be filed in the office of the Recorder of Deeds or Registrar of Titles of said County, or in any other public office, by the Purchaser, or any one acting for or in behalf of Purchaser, and if the same be so filed by the Purchaser, or any one acting for or in behalf of Purchaser, this agreement and as to all every provision hereof shall, at the option of the beneficiaries of the Seller, be and become absolutely null and void, and of no further force or effect whatsoever, and thereupon all the rights, claims and demands of the purchaser arising hereunder, or because of any act or thing done on account hereof, shall thereupon be cancelled and discharged and in addition thereto, the Purchaser shall pay to the Seller all expenses, including Court costs and attorney's fees, incurred by Seller or its beneficiaries in any proceeding to remove such contract, paper, affidavit, instrument or notice from record as a cloud on the title to the property, and without prejudice to any other right of the beneficiaries of the Seller to declare this agreement ended and thereafter absolutely null and void, which right is hereby expressly given to and reserved by the beneficiaries of the Seller.

12. In the event of the termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, on the premises aforesaid which may be put upon said premises by the Purchaser shall belong to and be the property of the beneficiaries of the aforesaid trust without liability or obligation on Seller's part to account to the Purchaser therefor or for any part thereof.

13. The Purchaser shall pay to the Seller and to the beneficiaries of said trust all costs and expenses, including attorney's fees, incurred by the Seller and by the beneficiaries of said trust in any action or proceeding to which the Seller or the beneficiaries of said trust may be made party by reason of being party to this Agreement, and the Purchaser will pay to the Seller and to the beneficiaries of said trust all costs and expenses, including attorney's fees, incurred by the Seller and by the beneficiaries of said trust in enforcing any of the covenants and provisions of this agreement, and incurred in any action brought by the Seller or by the beneficiaries of said trust, against the Purchaser on account of the provisions, or any of them, in this Agreement contained, and all such costs, expenses, and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought by the Seller or by the beneficiaries of said trust against the Purchaser on or under this Agreement.

14. It is further expressly agreed between the parties hereto that the remedy of forfeiture herein given to the Seller or to the beneficiaries of said trust shall not be exclusive of any other remedy, but that the Seller, or the beneficiaries of said trust, shall, in case of default or breach, or for any other reason herein contained have every other remedy given by this agreement and by law or equity, and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.

15. In the event the Seller or the beneficiaries of the Seller shall declare a default hereunder and shall exercise the right of forfeiture granted hereunder, it is hereby agreed that the Trustee may rely solely on its beneficiaries' certification that such default has occurred and in taking any action in reliance on its beneficiaries' certification, shall be released of any and all liability for its acts and doings in conjunction with, following or flowing from such forfeiture of this contract.

16. The Purchaser hereby irrevocably constitutes any Attorney of any Court of Record attorney for Purchaser, in Purchaser's name, on default by Purchaser of any of the covenants and agreements herein, to enter Purchaser's appearance in any court of record, waive process and service thereof and trial by jury, and confess judgment against Purchaser in favor of the Seller or the beneficiaries of said trust, or their assigns, for such sum as may be due, together with the costs of such suit, including reasonable attorney's fees, and also to enter Purchaser's appearance in such court, waive process and service thereof, and all errors and right of appeal from such judgment or judgments, and to waive all notices and consent in writing that proper writ for repossession may be issued immediately, said Purchaser hereby expressly waiving all right to any notice or demand under any statute in this State with reference to such suit or action. If there be more than one person above designated as "Purchaser" the power and authority in this paragraph given, is given by such persons jointly and severally.

17. It is further expressly agreed by and between the parties hereto that it shall not be the responsibility of the Seller to confirm any payments made to the beneficiaries of said trust under or pursuant to these Articles of Agreement, nor shall the Seller at any time be held accountable to the Purchaser for the application of any monies paid to the beneficiaries of said trust under or pursuant to these Articles of Agreement.

18. Purchaser has examined the improvements, if any, now existing on said premises prior to and as a condition precedent to his acceptance and the execution hereof, and is satisfied with the physical condition thereof, and his taking possession thereof shall be conclusive evidence of his receipt thereof in good order and repair, except as in this agreement otherwise specified, and agrees and admits that no representation as to condition or repair thereof, and no agreement or promise to decorate, alter, repair or improve said premises either before or after the execution of this Agreement has been made by Seller, by beneficiaries of Seller, or by their agents, which is not specifically set forth in this agreement.

19. In the event the premises hereinabove described are improved with a structure or structures, purchaser covenants and agrees to keep the said premises and appurtenances thereto in good repair and in a clean, sightly, and healthy condition, all according to the statutes and ordinances in such cases made and provided, now, or hereafter enacted, and the directions of public officers thereunto duly authorized, all at his own expense. Purchaser shall make all necessary repairs and renewals on said premises and replace broken globes, glass, and fixtures of every kind with material of the same size and quality as the broken, and, when necessary, will paint the exterior of the window and door sashes, and porches, and make any and all

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necessary repairs to the roof and exterior walls and to the interior of the premises hereinabove described, all at his own expense. If, however, the said premises shall not be thus kept in good repair, and in a clean, sightly, and healthy condition by Purchaser, as aforesaid, beneficiaries of the Seller may either (a) enter same, themselves, or by their agents, servants, or employees, without such entering causing or constituting a termination of this Agreement or an interference with the possession of the premises by the Purchasers, and make the necessary repairs and do all the work required to place said premises in good repair and in a clean, sightly and healthy condition, and Purchaser agrees to pay to beneficiaries of the Seller, as so much additional purchase price for the said premises, the expenses of the beneficiaries of the Seller in making the said repairs and in placing the said premises in a clean, sightly, and healthy condition; or (b) notify the Purchaser to make such repairs and to place said premises in a clean, sightly, and healthy condition within ten days of such notice; and, upon default by Purchaser in complying with said notice, then, beneficiaries of Seller may, at their option declare this agreement forfeited and determined as in this Agreement provided.

20. It is understood that the beneficiaries of Seller or their assignees shall have the right and privilege, at any time, to cause to be placed a new first mortgage or first mortgage trust deed upon said real estate, or a junior mortgage or mortgages or junior mortgage trust deed or trust deeds upon said real estate in an amount or aggregate amounts not to exceed the principal sum remaining unpaid under this contract at the time said mortgage or mortgages, trust deed or trust deeds shall be made, or, in the discretion of the beneficiaries of Seller or their assignees, for any lesser amount or amounts, provided, however, that the payments of principal and interest on the aggregate indebtedness secured by said mortgage or mortgages, trust deed or trust deeds shall not exceed the monthly payments required of Purchaser to be paid hereunder. In the event Seller at the direction of its beneficiaries or their assignees shall encumber said real estate as aforesaid, Purchaser agrees that the Purchaser will execute all documents and instruments which Seller, its beneficiaries or their assignees may request or require Purchaser to execute in order to effectuate the placing of such mortgage or mortgages, trust deed or trust deeds and, without limitation of the foregoing, Purchaser agrees to subordinate this agreement to the lien of any mortgage or mortgages, trust deed or trust deeds and Assignment of Rent which Seller, its beneficiaries or their assignees may cause to be recorded against said real estate.

21. Seller, in executing any mortgage or Trust Deed pursuant to this provision upon its beneficiaries' direction, is hereby authorized to accept its beneficiaries' certification that the principal balance then due under the terms of this agreement exceeds the total of the principal due on all mortgage indebtedness secured by the trust property including the principal amount of the new mortgage to be executed. The Seller shall be further authorized to accept the beneficiaries' certification that the payments of principal and interest on the mortgages secured by the trust property do not exceed the payments due under this agreement; Purchaser hereby acquits and releases the Seller of and from any and all claims, demands and liability whatsoever which may or might accrue by reason of the Seller's accepting said certifications.

22. In the event that the Seller's beneficiaries shall fail to make payments on any existing mortgage, the Purchaser shall have the right to make such payments and deduct such payments made from the existing balance due on this Contract for deed or deduct from the monthly payments due hereunder. Seller's beneficiaries shall exhibit receipts for payments made to any mortgagee upon reasonable requests of Purchasers.

23. It is understood and agreed that when Purchasers shall have paid the purchase price down to the sum of Seventeen Thousand Two Hundred Fifty and 00/100's Dollars, Purchasers shall be entitled to receive a deed conveying the said real estate to them, subject to the objections hereinbefore specified, and to any mortgage or mortgages, trust deed or trust deeds and Assignment of Rent then of record, which mortgage or mortgages, trust deed or trust deeds Purchasers shall assume and agree to pay and Purchasers shall give to Seller, its beneficiaries or their assignees a purchase money mortgage or trust deed and note to be secured thereby in an amount equal to the difference between the unpaid amount of the purchase price and the unpaid amount or amounts of the principal indebtedness secured by any mortgage or mortgages, trust deed or trust deeds of record at the time of the delivery of said deed. The sum of money to be secured by said purchase money mortgage or trust deed and interest thereon shall be payable in monthly installments, each of which shall be equal to the payments required herein, if no mortgage exists, or equal to the difference between the payments herein provided, and the sum or sums required to be paid monthly for principal and interest on the mortgage or mortgages, trust deed or trust deeds of record at the time of the delivery of said deed. The sum of money to be secured by said purchase money mortgage or trust deed shall bear interest at the rate or 8 3/4% per annum on the principal sum remaining from time to time unpaid.

24. If there be more than one person designated herein, and the verbs and pronouns associated therewith, although expressed in singular, shall be read and construed as plural. Wherever the masculine gender is used herein it shall also be read and construed as the feminine as the case may be.

25. It is further mutually agreed by and between the parties hereto that the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.


26. This Agreement is executed by the undersigned, THE NATIONAL BANK OF ALBANY PARK IN CHICAGO not individually but solely as Trustee, as aforesaid, and said trust agreement is hereby made a part hereof and all claims against said Trustee which may result from the signing of this agreement shall be payable only out of the trust property which is the subject of this agreement, and it is expressly understood and agreed by the parties hereto, notwithstanding anything herein contained to the contrary that each and all of the undertakings and agreements herein made are made and intended not as personal undertakings and agreements of the Trustee or for the purpose of binding the Trustee personally, but this agreement is executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforced against said Trustee on account of any undertaking or agreement herein contained, either expressed or implied, or for the validity or condition of the title to said property, or for any agreement with respect thereto. Any and all personal liability of THE NATIONAL BANK OF ALBANY PARK IN CHICAGO is hereby expressly waived by the parties hereto and their respective successors and assigns. It is further expressly understood that the Seller may at any time, without the consent of the Purchaser, issue its Trustee's Deed conveying the said premises to a grantee other than the Purchasers hereunder, and upon such a conveyance the Seller's liability hereunder shall cease and determine.

27. All notices and demands herein required shall be in writing. The mailing of a notice by registered mail to the Seller at 3424 W. Lawrence Ave., Chicago 25, Illinois, or to the Purchaser at 2650 West Summerdale, Chicago, Illinois shall be sufficient service thereof.


CHRIST THEODOSIS

THE NATIONAL BANK OF ALBANY PARK IN CHICAGO
as Trustee as aforesaid and not individually


PURCHASER S
RITA THEODOSIS

BY: 
PRESIDENT

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Articles of Agreement
For Trustee's Deed

THE NATIONAL BANK OF
ALBANY PARK IN CHICAGO
as Trustee under its Trust
No. _____ and not individually,
as Seller
_____ and
_____ as Purchaser

Dated:
Purchase Price:
Instalments:
Principal and Interest Payable at the Office of

THE NATIONAL BANK OF
ALBANY PARK IN CHICAGO
3424 West Lawrence Avenue
Chicago 25, Illinois
Phone 267-7300

Received on the within Agreement
the following sums:

DATE	INTEREST	PRINCIPAL	REMARKS
19	Dollars Cts.	Dollars Cts.	

Received on the within Agreement
the following sums:

DATE	INTEREST	PRINCIPAL	REMARKS
19	Dollars Cts.	Dollars Cts.	

Received on the within Agreement
the following sums:

DATE	INTEREST	PRINCIPAL	REMARKS
19	Dollars Cts.	Dollars Cts.	

MAILED 10⁰⁰

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J. S. Kline

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REG. 1010

RECORDS OF DEEDS
COOK COUNTY ILLINOIS

23071950

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28. It is understood that there exists against the premises a Trust Deed, dated June 30, 1972 and recorded July 13, 1972 as document 21373422 made by the National Bank of Albany Park, a National Banking Institution or Association, as Trustee under Trust Agreement dated June 30, 1972 and known as trust number 11-2331, to Chicago Title and Trust Company, a corporation of Illinois, to secure a note for \$32000.00 which mortgage shall remain the sole obligation of the beneficiaries of the Seller. Seller shall have the right to execute renewals or extensions thereof.

29. Purchasers agree to deposit with the beneficiaries of the Seller, on each installment payment date, a sum equal to one-twelfth of the last ascertainable real estate tax assessed against said premises plus one-twelfth of the annual cost of all insurance required hereunder. Said payments shall be held by the beneficiaries of the Seller as a fund for the payment of general taxes and insurance premiums as they become due, but the purchasers shall have the obligation and responsibility of paying the same, together with all assessments or impositions that may be levied or imposed upon said premises. If any deficiency occurs in said fund, purchasers shall pay such deficiency to the beneficiaries of the Seller within five days after notice thereof. If purchasers fail to pay taxes, assessments, insurance premiums or any other items which, under the terms hereof, it is the obligation of purchasers to pay, then Seller or its beneficiaries, if they so elect, may pay the same, using, first, any balance remaining in said fund. Any additional amount so paid by Seller or its beneficiaries shall be added to the principal amount payable hereunder and shall be immediately due and payable to Seller or its beneficiaries in addition to the monthly payments provided herein. Such amount shall bear interest at the rate of 8 3/4 % per annum until paid.

Purchasers will deposit the monthly payments into a bank account with Mrs. Bowman, et al. to secure interest of purchasers

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31. If the purchasers fail to make any payment or any part thereof, then at the option of the Seller or its beneficiaries all of the principal balance then due hereunder, together with accrued interest, costs and any other charges, shall be and become immediately due and payable. In the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, on the premises aforesaid, which may be put upon or on said premises by the purchasers shall belong to, and be the property of, the Seller or its beneficiaries without liability or obligation on Seller's or beneficiaries part to account to the purchaser therefor or for any part thereof.

Christ Theodorakis

Rita Theodorakis
(PURCHASERS)

EXONERATION PROVISION RESTRICTING ANY LIABILITY OF THE NATIONAL BANK OF ALBANY PARK IN CHICAGO, ATTACHED HERETO, IS HEREBY EXPRESSLY MADE A PART HEREOF.
FILED IN 170 IN EXP-100001

HERE ATTACHED HERETO IS PART

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Property of Cook County Office

WHERE ATTACHED
PAGE 1

HEREIN IS EXHIBIT
PART HEREOF

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Rider to

This /Agreement is executed by the undersigned, THE NATIONAL BANK OF ALBANY PARK IN CHICAGO, not individually but solely as Trustee, as aforesaid, and said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of the trust property which is the subject of this Agreement, and it is expressly understood and agreed by the parties hereto, notwithstanding anything herein contained to the contrary that each and all of the undertakings and Agreements herein made are made and intended not as personal undertakings and Agreements of the Trustee, or for the purpose of binding the Trustee personally, but this Agreement is executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforced against said Trustee on account of any undertaking or Agreement herein contained, either expressed or implied, or for the validity or condition of the title to said property, or for any Agreement with respect thereto. Any and all personal liability of THE NATIONAL BANK OF ALBANY PARK IN CHICAGO is hereby expressly waived by the parties hereto, and their respective successors and assigns. It is further expressly understood that the Seller may at any time, without the consent of the Purchaser, issue its Trustee's Deed conveying the said premises to a grantee other than the Purchasers hereunder, and upon such a conveyance the Seller's liability hereunder shall cease and determine.

Anything in the foregoing Agreement and Rider to the contrary notwithstanding and specifically relating to the obligation to convey title to the within described real estate, it is expressly understood that the Trustee hereunder shall execute and deliver its Trustee's Deed only when it has been notified in writing by its beneficiaries that the Covenants and Agreements herein contained have been performed by the Purchaser, and when its beneficiaries shall so direct Seller, providing that all fees and costs due to Seller, as Trustee, have been paid in full.

The undersigned Trustee further states that, although purporting to do so, actually it has not, nor shall not receive, nor be entitled to, the payments or proceeds mentioned in the foregoing instrument (including the earnest money deposit) it being understood that the beneficiary or beneficiaries under the said Trust are entitled to and will receive the rents, issues, profits, proceeds and avails of the said Trust property, under the foregoing instrument. If any payment(s) is(are) made to the Trustee, the same will be accepted by it in its Trust capacity only, and not personally, for and in behalf of those entitled to receive the same.

It is expressly understood and agreed by the parties hereto that the undersigned has not contracted with or retained any real estate broker, or agent to represent it in any capacity and none shall seek or claim any commissions, fees, expenses or costs for any services performed in connection with this instrument from the undersigned Trustee.

Dated at Chicago, Illinois, this 9th day of January, 19 75.

THE NATIONAL BANK OF ALBANY PARK IN CHICAGO,
not personally, but solely as Trustee as aforesaid,
pursuant to the terms of that certain TRUST AGREEMENT dated June 30, 1975
and bearing TRUST NO. 11-2801.

BY: [Signature]
VIGOR PRESIDENT and ~~TRUSTEE~~ MANAGER

SUPPLEMENTAL RIDER ATTACHED TO AND MADE A PART OF THE CONTRACT OF THE REVERSE HEREOF
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1. Seller warrants that the 1973 Real Estate Taxes are not to exceed more than \$452.87.
2. Purchaser agrees to purchase subject property, subject to existing violations, as per notice from Chicago Building Department dated 4-20-74 shown in the Complaint in Case No. 74 CH 54062, attached hereto and made a part hereof and Purchaser further agrees to undertake to make such corrections to the subject property as may be required by the Court.
3. It is further understood and agreed and made a part of the consideration of this agreement that contract purchaser hereunder shall have the right to assign his interest in the articles of agreement subject to the approval of the title holder, and the title holder agrees that said approval shall not be unreasonably withheld. *This paragraph does not apply to purchaser's right to lease any of the apartments in the property, when may be done with trust, subject to Seller, and Amendment proposed by the parties from*
THE NATIONAL BANK OF ALBANY PARK
IN CHICAGO, as Trustee as aforesaid
and not individually

23 071 950

Christ Theodosis
CHRIST THEODOSIS

Rita Theodosis
RITA THEODOSIS

By: _____
Trust Officer

OPERATIONAL - TO IS EXPENSES
VAL

HERE ATTACHED HERETO IS EXPENSES
MADE A PART HEREOF

Rider to

This Agreement is executed by the undersigned, THE NATIONAL BANK OF ALBANY PARK IN CHICAGO, not individually but solely as Trustee, as aforesaid, and said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of the trust property which is the subject of this Agreement, and it is expressly understood and agreed by the parties hereto, notwithstanding anything herein contained to the contrary that each and all of the undertakings and Agreements herein made are made and intended not as personal undertakings and Agreements of the Trustee, or for the purpose of binding the Trustee personally, but this Agreement is executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforced against said Trustee on account of any undertaking or Agreement herein contained, either expressed or implied, or for the validity or condition of the title to said property, or for any Agreement with respect thereto. Any and all personal liability of THE NATIONAL BANK OF ALBANY PARK IN CHICAGO is hereby expressly waived by the parties hereto, and their respective successors and assigns. It is further expressly understood that the Seller may at any time, without the consent of the Purchaser, issue its Trustee's Deed conveying the said premises to a grantee other than the Purchasers hereunder, and upon such a conveyance the Seller's liability hereunder shall cease and determine.

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Anything in the foregoing Agreement and Rider to the contrary notwithstanding and specifically relating to the obligation to convey title to the within described real estate, it is expressly understood that the Trustee hereunder shall execute and deliver its Trustee's Deed only when it has been notified in writing by its beneficiaries that the Covenants and Agreements herein contained have been performed by the Purchaser, and when its beneficiaries shall so direct Seller, providing that all fees and costs due to Seller, as Trustee, have been paid in full.

The undersigned Trustee further states that, although purporting to do so, actually it has not, nor shall not receive, nor be entitled to, the payments or proceeds mentioned in the foregoing instrument (including the earnest money deposit) it being understood that the beneficiary or beneficiaries under the said Trust are entitled to and will receive the rents, issues, profits, proceeds and avails of the said Trust property, under the foregoing instrument. If any payment(s) is(are) made to the Trustee, the same will be accepted by it in its Trust capacity only, and not personally, for and in behalf of those entitled to receive the same.

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It is expressly understood and agreed by the parties hereto that the undersigned has not contracted with or retained any real estate broker, or agent to represent it in any capacity and none shall seek or claim any commissions, fees, expenses or costs for any services performed in connection with this instrument from the undersigned Trustee.

Dated at Chicago, Illinois, this 9th day of January, 19 75.

THE NATIONAL BANK OF ALBANY PARK IN CHICAGO,
not personally, but solely as Trustee as aforesaid,
pursuant to the terms of that certain TRUST AGREEMENT dated June 30, 1972
and bearing TRUST NO. 11-2801

BY: *Christ Theodosis*

UNOFFICIAL COPY

Property of Cook County Clerk's Office

PURCHASERS

Date: _____

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END OF RECORDED DOCUMENT