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Doc#. 2313747103 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 05/17/2023 03:34 PM Pg: 1 of 14

MEMORANDUM OF ARTICLES OF AGREEMENT FOR TRUSTEE'S DEED

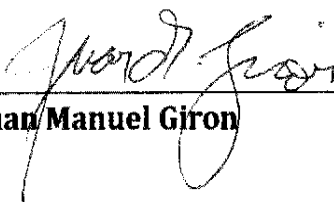
KNOW ALL MEN BY THESE PRESENTS: That the undersigned have simultaneously here with entered into and executed articles of agreement for deed dated April 28, 2023, Wherein and whereby **Juan Manuel Giron and Sandra Giron, as Husband and Wife, as Seller,** Agreed to sell and **David A. Giron, a single man, as Buyer,** agreed to purchase the following describes real estate situated in Cook County, Illinois, to wit:

See Exhibit "A" attached hereto and Incorporated herein.

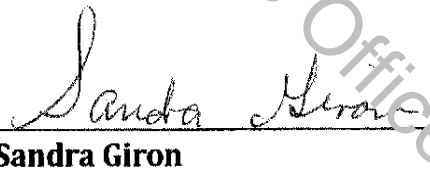
That this memorandum is being executed by the undersigned and recorded pursuant to the terms and Provisions of said Articles of Agreement for Trustee's Deed, so as to make a matter of public record the interest of the Purchasers in and to the above-described real estate, as the Purchaser thereof.

DATED This 28 day of April, 2023

Seller:



Juan Manuel Giron (SEAL)



Sandra Giron (SEAL)

Buyer:



David A. Giron, a single man (SEAL)

This instrument was prepared by:

Carlos E. Del Rio, 333 S. Wabash Ave - Suite 2700, Chicago, Illinois 60604.

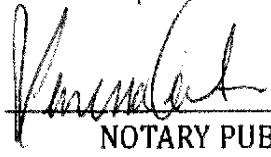
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State of Illinois

I, the undersigned, a Notary Public in and for said County, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Juan Manuel Giron and Sandra Giron, as Seller, personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

County of Cook

Given under my hand and official seal, this 28 day of April, 2023.

Commission expires June 9, 2024 
NOTARY PUBLIC

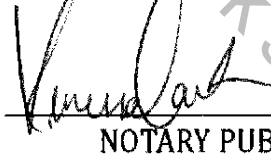


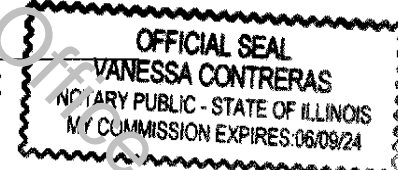
State of Illinois

I, the undersigned, a Notary Public in and for said County, in and for said County in the State aforesaid, DO HEREBY CERTIFY that David A. Giron, a single man, as Buyer, personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

County of Cook

Given under my hand and official seal, this 28 day of April, 2023.

Commission expires June 9, 2024 
NOTARY PUBLIC



MAIL TO:

SEND SUBSEQUENT TAX BILLS TO:

Law Office of Carlos Del Rio

Juan M. Giron

10749 Winterset Drive

2141 W. 21st Street

Orland Park, IL 60467

Chicago, IL 60608-6160

OR:

Recorder's Office Box: _____

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EXHIBIT A

LOT 16 IN STEWARD'S SUBDIVISION OF BLOCK 7 IN JOHNSTON AND LEE'S SUBDIVISION OF THE SOUTH WEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 17-20-313-010-0000

ADDRESS: 1235 W. 18th Street, Chicago, Illinois 60608

Property of Cook County Clerk's Office

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Articles of Agreement for Warranty Deed

THIS AGREEMENT, Entered into this **28th** day of **April**, 2023; by and between **Juan Manuel Giron and Sandra Giron**, as "Seller", and **David A. Giron**, hereinafter referred to as "Buyer".

Witnesseth:

The Seller hereby agrees to sell and Buyer hereby agrees to purchase the following described real estate, together with all the improvements, buildings, fixtures, and hereditaments thereunto situated, attached and belonging, and as legally described in the attached Exhibit "A" and,

Commonly known as: 1335 W. 18th Street, Chicago, IL 60608

The sale of the aforesaid real estate is being made upon and shall be subject to the following terms, covenants, and conditions:

1. **Price and Payment:** The purchase price to be paid by buyer to seller, shall be the sum of: **\$125,000.00**, and shall be paid as follows:
 - a. No down payment shall be required, unless otherwise agreed to by the parties in writing; and
 - b. The principal balance of **\$125,000.00**, To be paid in monthly installments as principal and interest, with interest at the rate of one point five (1.5%) percent per annum, with tax is as follows:

The sum of **\$775.93** Seven Hundred, Seventy-Five DOLLARS and Ninety-Three CENTS shall be due on June 1, 2023, And a like some on the first day of each and every month thereafter, for 180 consecutive months except that the final payment of principal and interest, if not sooner paid, shall be due in full on the 1st day of May 2038. Payments not received by the 15th of the month shall be subject to a 5% penalty.
 - c. The transfer by Seller to Buyer by Warranty Deed or similar conveyance at the final closing of the real estate described in the attached Exhibit A. This transfer will be subject to real estate taxes for the year of transfer and to those items not listed in Paragraph 3 (a) through 3 (h) hereof.

Buyer shall have the right to prepay the principal balance due hereunder, in whole or in part, without penalty, at any time.

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2. **Vesting of Title:** Until such time as Seller shall cause title to said real estate to be conveyed to Buyer, by recordable Warranty Deed, Trustee's Deed or equivalent, pursuant to the terms and provisions hereto, title to the aforesaid real estate shall remain in Seller.
3. **Sale and Conveyance Subject to:** Buyer shall take title to set real estate subject only to the following:
- a. General real estate taxes for 2022 and subsequent years;
 - b. Covenants, conditions, and restrictions of record ;
 - c. Public and utility and pipeline easements of record;
 - d. Existing unrecorded leases;
 - e. Zoning and building laws, ordinances, and restrictions;
 - f. Roads and highways, if any;
 - g. Acts done or suffered by or through Buyer; and
 - h. Usual printed general exceptions contained in Owner's Policies issued by such title insurance company as shall be ensuring Title hereunder (except that Seller shall provide Buyer with extended coverage, as hereinafter provided).
4. **Title Insurance:** Seller shall forthwith order and furnish to Buyer, at Sellers expense, a commitment for title insurance with respect to subject real estate, issued by Chicago Title, in the amount of the purchase price, covering a date subsequent to the date of this agreement, showing title to the real estate in Seller, subject only to the matters stated in Paragraph 3 above and to, general real estate taxes for 2022. Such commitment shall commit to insure Buyer's interest hereunder, shall provide Buyer with extended coverage (except as to Survey matters) over general exceptions contained in Paragraph B of Schedule B of such policy, and shall be conclusive evidence of good title as therein shown subject only to the exceptions therein stated. Any and all subsequent down-dates or title policies or commitments shall be paid for by the Buyer. If the commitment discloses any exceptions to title (including all recorded documents relating thereto) and the matters stated in Paragraph 3 above, Seller shall have thirty (30) days from the date of such commitment to cure such non-permitted exceptions and to furnish evidence that such matters have been cured or removed. If such non-permitted exceptions are not cured within such time, Buyer may, at their election, terminate this agreement, or, in the alternative, may accept title as it then is, with the right to pay all liens, encumbrances, or

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unpaid taxes or special assessments, and deduct same from the aforesaid principal balance due hereunder, in such case by giving Seller written notice of Buyer's election, and, in the latter case, by also tendering performance hereunder on Buyer's part. If Buyer fails to give written notice of such election, or, in case of Buyer's election to accept title as it then is, as above provided, and Buyer's failure to tender performance as aforesaid, in either case, within fifteen (15) days after receipt of written notice from Seller to Buyer of Seller's inability to cure such non-permitted exceptions, this Agreement shall thereupon, without further action by either party, become null and void, whereupon the aforesaid earnest money deposit shall be returned to Buyer upon demand, and neither party shall have any further liability or rights hereunder.

5. **Possession and Prorations:** The initial closing hereunder shall take place on April 28, 2023, and possession of the real estate, in substantially the same conditions as is in on the date hereof, shall be delivered to Buyer simultaneously with such closing.
6. **Taxes, Insurance, and Utilities:** Pursuant to a certain lease dated April 28, 2023, Seller shall pay general real estate taxes for Seller's prorated share of such taxes for the year 2022, which is \$3,574.58 through December 31, 2022. Buyer shall pay the real estate taxes for 2022 in excess of \$3,574.58 upon the issuance of the second installment of the 2022 real estate tax bills. Except as provided above, Buyer shall be obligated to pay any and all installments of general real estate taxes after the date of this agreement subject to the above prorations, as well as any and all special taxes or assessments that may be levied or confirmed after the date of this agreement, as such taxes and assessments come due. Seller shall deliver to Buyer copies of all real estate tax bills and special assessment bills received from time to time, and same shall be paid by Seller with monies from the tax escrow account hereinafter referred to, and Buyer shall pay any deficiency, should the monies on deposit in such account be inadequate for such purpose at any time.

To assure Seller that such taxes shall, in fact, be paid by Buyer, as herein provided Buyer agrees to the following provisions. With respect to the 2022 real estate tax bills, Buyer will pay his share as provided above upon the issuance of the bills and notice from Seller. With respect to the 2022 real estate tax bills and subsequent years commencing on April 28, 2023, Buyer will pay the Seller an additional amount equal to 1/12 of the annual general real estate taxes based on the most recent ascertainable real estate tax bills. The

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amount of general real estate taxes to be paid by Buyer shall be based each year upon the previous year's tax bill and shall be adjusted annually, so as to provide for any increases from year to year. All monies deposited hereunder by Buyer pursuant to this paragraph shall only be used for the payment of general real estate taxes and special assessments and, Seller shall deposit all such tax escrow payments in account with a federally insured banking institution, with interest accruing thereon for Buyer's benefit.

In addition, Buyer shall at all times place and maintain in full force and effect, the following types of insurance coverage, to-wit: (1) fire and extended coverage hazard insurance (broad form, "all risk") covering the premises, in an amount equal to the full undepreciated replacement value of all existing structures and improvements (but in no event for less than the principal balance due hereunder at any time); (2) public liability insurance with single limits of at least \$500,000.00 in coverage; and such other insurance coverage as Seller and/or any mortgagee of Seller may reasonably require. If Buyer fails to place and keep such insurance coverage in full force and effect at all times, then, Seller may, but shall not be obligated to advance such sums as required to maintain such insurance in force, and all monies advanced for such purposes shall be due from Buyer and payable on demand, with the monthly installment of principal and interest next immediately due hereunder. Buyer shall furnish Seller with certificates of insurance from time to time, evidencing the existence of such policies, and with written evidence that premiums due therefore have been paid or properly financed. All policies shall be placed through companies of recognized responsibility, licensed to conduct business in the State of Illinois, and shall be in the names of Seller (and its beneficiaries and agents thereof) and Buyer, as his respective interests may appear.

Buyer shall be obligated to pay any and all installments of utilities after the date of this agreement subject to the above, as well as any and all city invoices that may be levied or confirmed after the date of this agreement, as such utility installments and city invoices come due. Seller shall deliver to Buyer copies of all utility installments bills and city invoices received from time to time, and the same shall be paid by Buyer.

- 7. Casualty Loss and Condemnation:** In the event any of the buildings and / or improvements situated on subject real estate shall be damaged or destroyed, in whole or in part, by fire or other casualty, Buyer shall restore, repair, or replace same, as nearly as

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possible to the size and condition such improvements were immediately prior to such damage or destruction, as soon as practicable after such casualty loss; and all net insurance proceeds received under applicable policies shall be applied towards and be used to pay for the cost of such repairs and restoration. In the event such insurance proceeds shall be inadequate to pay for the entire cost of such repairs, restoration, and / or replacement, Buyer shall provide and pay all additional sums needed; and, in the event, the amount of insurance proceeds shall exceed the entire cost of such repairs, restoration, and / or replacement, such excess shall be retained by Seller and be credited against the principal balance due hereunder, as a mandatory prepayment.

In the event proceedings are commenced in eminent domain with respect to the above described premises, resulting in a total taking by the condemning authority, prior to the delivery of a deed, the condemnation award shall be distributed as follows:

First, for reimbursement for court costs, reasonable attorney's fees and other charges expended or incurred in defending against any such proceedings; Next, the payment of the principal balance and accrued interest and any other charges due Seller hereunder; and Lastly, the payment of any sum thereafter remaining to Buyer. If the condemnation results in a partial taking, and Buyer elects to rebuild the premises, then, after the payment of costs and attorney's fees, the condemnation award shall be made available to and shall be used by Buyer to pay for such rebuilding, and any excess funds shall be paid to Seller as a mandatory prepayment hereunder.

- 8. Default of Buyer:** In the event Buyer shall either (a) be in default for a period of ten (10) days in making any of the payments provided for herein, including principal and / or interest, real estate taxes, special assessments, insurance premiums, cost of repairs and maintenance, and reimbursement of costs or monies advanced by Seller in Buyer's behalf hereunder, and such default is not cured within five (5) days from the date of receipt by Buyer of written demand from Seller to cure such default, or (b) if Buyer shall be in default under any other covenant or condition herein contained, for a period of thirty (30) days, and such default shall continue for a period of fifteen (15) days after written notice thereof from Seller, setting forth the nature of the default, then, and in either event, Seller may, without further demand or notice, accelerate and declare the entire remaining principal balance and accrued interest then remaining due hereunder immediately due and

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payable, and unless forthwith paid, Seller shall have the right to declare these Articles and Buyer's interest hereunder terminated, without further notice, and Seller shall further have the right to re-enter and take possession of the above described premises immediately; provided, however, that if Buyer shall be in default with regard to any matter which by its nature cannot be reasonably cured within thirty (30) days, but Buyer does commence to diligently cure such default within fifteen (15) days after receipt of notice from Seller hereunder, and does, in fact cure same within thirty (30) days after the expiration of the fifteen-day period designated in such notice, then Buyer shall not be deemed to be in default hereunder.

Seller shall also have the right to pursue every other remedy available to Seller, at law or equity, and shall have the right to maintain and prosecute all such available remedies contemporaneously or otherwise.

9. **Improvements and Repairs:** Buyer shall maintain the improvements situated on said real estate in a good and substantial state of repair, and shall have the free and unrestricted right to make all repairs and alterations, and to redecorate and make improvements to the interior of the building; All written contracts for improvements, repairs, or construction shall contain a provision requiring the contractor to furnish all appropriate partial and / or final waivers of lien prior to receipt of payment thereunder, and Buyer shall furnish Seller with copies of such contracts, evidencing such waiver of lien provisions, prior to the commencement of work thereunder, and shall provide Seller with evidence of Buyer's ability to pay for the work being contracted for (such as a loan commitment, funds on hand or in banks, or a deposit in an Owner's Construction Escrow with a lending institution or with a title company). All payouts due contractors and / or subcontractors may be made through an Owner's Construction Escrow, and, upon completion of such work, Buyer shall deliver to the escrowee duly executed final waivers of lien for all labor and materials used in connection with all improvements or alterations, approved by the title company insuring title hereunder, accompanied by an endorsement to the title policy issued hereunder, insuring title against claims of lien resulting from such work. Buyer shall at no time permit mechanic's liens or other forms of contractors', subcontractors', and / or materialmen's or suppliers' liens to be filed of record against the subject real estate, and in the event any such liens are, in fact, filed of record, and Buyer

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fails to remove same within thirty (30) days after receipt of written notice to do so from Seller, then, Seller may, but need not, remove the lien or satisfy such claims for lien by paying the full amount thereof, and Buyer shall pay Seller, promptly on demand, the amount paid out by Seller, including expenses, costs, and attorney's fees, and failure on the part of the Buyer to so pay shall be tantamount to and shall be deemed to be an uncured default hereunder on the part of the Buyer; provided, however, that Buyer shall have the right to contest and defend against any such liens or claims of lien, upon posting a surety bond or a cash deposit for 150% of the full amount of any such lien, as security for the payment thereof, while such defense or contest is pending.

10. Delivery of Deed (Final Closing): A Warranty Deed, Trustee's Deed or Quit Claim Deed, in recordable form, with required documentary stamp affixed, accompanied by all appropriate transaction tax declaration forms, together with all the existing escrow deposits and other appropriate documents, shall be delivered to Buyer when:

- a. Buyer shall have made all payments provided for herein; or
- b. At Buyer's and Seller's mutual election, when the principal balance owed by Buyer hereunder shall be equal to the principal balance due under any mortgage on the property, provided Buyer shall assume such mortgage and Seller shall be released from any further liability thereunder.

11. Payment of Costs: Buyer shall pay to Seller all costs and expenses, including reasonable attorney's fees, incurred by Seller in any action or proceedings to which Seller may be made a party by reason of being a party to this agreement, through no fault of Seller, or that Seller may incur in the enforcement of the covenants and provisions hereof (provided Buyer shall be found to be at fault); and such costs, expenses, and attorney's fees may be included in any judgment entered in any proceeding brought by Seller against Buyer under these Articles. Conversely, Seller shall pay to Buyer all costs and expenses, including reasonable attorney's fees, incurred by Buyer in any action or proceedings to which Buyer may be made a party by reason of being a party to this agreement, through no fault of the Buyer, as well as any and all costs and expenses, including reasonable attorney's fees, incurred by Buyer in the enforcement of the covenants and provisions hereof (provided Seller shall be found to be at fault); and such

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costs expenses and attorney's fees may be included in any judgment entered in any proceedings brought by Buyer against Seller under these Articles.

12. State of Repairs; Other Conditions: Seller represents and warrants that there are not pending complaints or orders with respect to the violation of any building or zoning ordinances, and that Seller has received no notices from the City of Chicago, Illinois, with regard to any such violations, which will not have been corrected by date of initial closing.

13. Notices: Any notice required to be served upon either of the parties hereunder may be served in person or by registered or certified mail, return receipt requested, at the last known address of the parties, which may be changed from time to time by the parties, by written notice, or until such change, as follows:

To Seller:

Juan Manuel Giron

6859 Parkside Avenue

Countryside, IL 60525

To Buyer:

David A. Giron

1335 W. 18th Street

Chicago, IL 60608

14. Miscellaneous: It is further agreed as follows:

- a. Time is of the essence of these Articles of Agreement for Trustee's Deed;
- b. This instrument contains the entire agreement between the parties, and Buyer agrees that neither the Seller nor any agent of Seller has made any representation or promises with respect to or affecting the subject real estate or these Articles which are not expressly contained herein;
- c. Seller shall not provide the Buyer with a Survey at closing;
- d. Buyer shall not encumber, pledge, transfer, or assign these Articles or any interest therein or hereunder, or contract to sell subject real estate or Buyer's interest therein, or any portion thereof without the prior written consent of Seller; and any such assignment or transfer or attempted sale made without such previous written consent shall not vest in the assignee or transferee any right, title, or interest herein or hereunder, or in the subject real estate, but shall be tantamount to and be deemed an uncured default on the part of the Buyer;
- e. The words "Seller" and / or "Buyer", although used herein in the singular, shall be read and construed in the plural, whenever appropriate;

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- f. If prior to initial closing, the improvements located on subject real estate are destroyed or materially damaged by fire or other casualty, Buyer may elect to either:
- i. Declare these Articles null and void, whereupon, any and all monies paid by Buyer hereunder shall be returned forthwith, or
 - ii. Elect to proceed with the transaction contemplated herein, whereupon, any and all insurance proceeds shall be applied by Seller towards the cost of repairing, restoring, and / or replacing the improvements damaged or destroyed by such casualty occurrence, and, in the event such insurance proceeds shall be inadequate for such purpose, Buyer shall provide whatever additional funds may be needed to complete such repairs and restoration, and Seller shall have the right to retain any excess proceeds;
- g. Seller represents and warrants as follows:
- i. The present use of the premises constitutes a lawful, permitted use under applicable zoning ordinances;
 - ii. Seller has no knowledge of any building code, fire code, health code, or other ordinance violations existing with regard to the premises as of the date hereof.
- h. From and after initial closing, Buyer shall operate and manage the property at Buyer's sole cost and expense.
- i. These Articles of Agreement for Deed shall not be recorded by either party hereto; provided, however, that the parties shall execute a short form of memorandum hereof, and shall record such memorandum at time of initial closing hereunder, to make Buyer's interest in subject real estate a matter of public record;
- j. All of the terms, covenants, provisions, obligations, and rights herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, representatives, successors, and assigns, as though all were specifically named herein, and any and all representations and warranties made herein shall survive the closing hereunder;

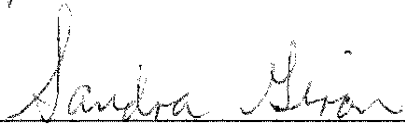
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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Seller:

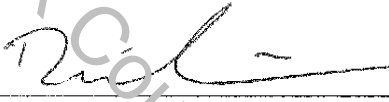

_____ (SEAL)

Juan M. Giron


_____ (SEAL)

Sandra Giron

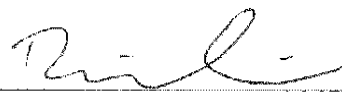
Buyer:


_____ (SEAL)

David A. Giron

GUARANTEE

On this April 28, 2023, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payments hereunder and performance by Buyer or Buyer's successors and assigns of all covenants and agreements of the above Articles of Agreement for Trustee's Deed.


_____ (SEAL)

David A. Giron

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EXHIBIT A

LOT 16 IN STEWARD'S SUBDIVISION OF BLOCK 7 IN JOHNSTON AND LEE'S SUBDIVISION OF THE SOUTH WEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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