

12/22/86:AHE:ARTICLES.AGR

87001851

ARTICLES OF AGREEMENT

AGREEMENT made this 31st day of December, 1986, by and between MICHAEL KOVACH and CHRISTINA KOVACH, his wife, (hereinafter referred to as "Seller") and COMMUNITY BANK OF EDGEWATER, as Trustee U/T/A dated December 22, 1986, and known as Trust No. 86-12-405 (hereinafter collectively referred to as "Purchaser").

WITNESSETH:

1. Premises and Conveyance. If Purchaser shall first make all payments and perform all of the covenants and agreement in this Agreement required to be performed by said Purchaser, at the time and in the manner hereinafter set forth, Seller hereby covenants and agrees to convey, or cause to be conveyed, to Purchaser, or its nominee, by recordable stamped Warranty Deed with release of homestead rights, good title to the real estate commonly known as 5243 N. Winthrop, Chicago, Illinois, and legally described on Exhibit A attached hereto and by this reference incorporated herein, together with all improvements thereon, (hereinafter collectively referred to as the "Premises"), including all systems, fixtures, machinery, and equipment to provide utility service, all refrigerators and stoves owned by Seller and all other personal property used in the operation of the Premises owned by Seller. The conveyance of the Premises shall be subject only to current real estate taxes and such title exceptions as shall not be violated by the existence, use and operation of the improvements upon the Premises and otherwise acceptable to Purchaser ("Permitted Exceptions") and rights of tenants under leases, if any. At the initial closing, Seller shall deliver an executed Warranty Deed conveying the Premises to Buyer, State, County and City Transfer Tax Declarations and Bill of Sale and Purchaser shall deliver an executed Quit Claim Deed to the firm of Steven Van Dorf, 20 N. Clark Street, Chicago, Illinois 60602, as escrowee, for the mutual benefit of the parties pursuant to an Escrow Agreement, a copy of which is attached hereto as Exhibit B.

2. Purchase Price. Purchaser hereby covenants and agrees to pay to Seller or to such person as Seller may from time to time designate in writing, the sum of One Hundred Thirty-Two Thousand Dollars (\$132,000.00) (hereinafter referred to as the "Purchase Price"), in the following manner:

- (a) Upon the Initial Closing on December 18, 1986, the sum of Twenty-Six Thousand Four Hundred Dollars (\$26,400.00) will be paid to Seller.
- (b) The remaining sum of One Hundred Five Thousand Six Hundred Dollars (\$105,600.00), plus or minus prorations, together with interest on the unpaid principal balance at the rate of ten and one-half percent (10-1/2%) per annum, amortized over thirty (30) years, payable in monthly payments of principal and interest to be paid on the 1st day of each month, beginning January 1, 1987, a final payment of the unpaid principal balance with all accrued and unpaid interest shall be made on February 28, 1987. Purchaser may prepay said balance at any time without penalty. The parties will agree on the monthly payment at the initial closing. In the event Purchaser elects to extend, by written notice sent to Seller prior to February 21, 1987, the balloon date to March

87001851

UNOFFICIAL COPY

SECRET

Property of Cook County Clerk's Office

# UNOFFICIAL COPY 1351

31, 1987, the parties hereto agree that the interest rate charged under this paragraph 2(b) shall be fifteen percent (15%) per annum during the period April 1, 1987 through April 30, 1987.

3. Closing. The initial closing of this transaction shall take place on December \_\_, 1986, ("Initial Closing Date") unless the time for Closing is extended by reason of the provisions contained in paragraph 4. Seller shall deliver to Purchaser at Closing a currently dated Affidavit of Title for the Premises. Possession of the Premises, subject to existing leases and tenancies shall be delivered to Purchaser on the Initial Closing Date. The Final Closing shall occur at the time when Purchaser shall have paid in full all amounts due and owing to Seller by the Agreement herein.

4. Evidence of Title. (a) At least five (5) days prior to the Initial Closing Date, Seller shall deliver to Purchaser or its agent evidence of merchantable title to the Premises by delivering a Commitment for a Contract Vendor-Vendee title insurance policy issued by Attorneys Title Guaranty Fund, Inc. ("Title Insurer"), covering the date hereof, subject to the permitted exceptions as set forth in paragraph 1 hereof, the terms of this Agreement and the prior mortgage. If any, the Commitment for Title Insurance furnished by Seller hereunder shall be conclusive evidence of title as therein shown. If evidence of title discloses unpermitted exceptions, Seller shall have five (5) days from Seller's receipt of evidence of title to have the unpermitted exceptions removed from the title commitment or have the Title Insurer commit to insure against loss or damage that may be occasioned by such exception in the amount of the policy to be issued pursuant hereto. If Seller fails to have the unpermitted exceptions removed or insured against within said five (5) day period, as aforesaid, or if the final later dated title commitment, hereinafter referred to, contains an unpermitted title exception, Purchaser may, upon notice to such Seller within five (5) days after expiration of said five (5) day period after the date of receipt of any such title commitment, elect to either (i) terminate this Agreement, or (ii) elect to accept title subject to such unpermitted exception, with the further right, in the case of the latter election, to have the Purchase Price for the subject Premises reduced by the full amount of all indebtedness of a definite or ascertainable nature secured by an unpermitted lien or encumbrance and the cost of premiums for endorsements from the Title Insurer incurring against loss or damage that may be occasioned by any such unpermitted title exception. Seller shall have the right to deposit a portion of the Purchase Price payable at Closing in escrow with the Title Insurer if required to waive or cause the Title Insurer to insure over any such unpermitted title exception, and if Seller so elects, Seller shall deliver to Purchaser evidence of the agreement of the Title Insurer to waive or insure over such unpermitted title exception upon deposit of such funds within the period herein provided Seller to waive or cure title defects. In the absence of timely notice of election by Purchaser within said period allowed therefor, Purchase shall be deemed to have elected to accept title subject to such unpermitted title exceptions, as hereinabove provided.

(b) On the Initial Closing Date, the Seller shall cause the commitment for title insurance in respect to the Premises to be later dated to reflect the Purchaser hereunder taking an interest in this Premises as contract Purchaser, and no adverse change in the condition of title other than interests of Purchaser and parties claiming by, through or under Purchaser.

5. Delivery of Deed and Bill of Sale. Purchaser shall be entitled to delivery of the deed of conveyance subject only to the Permitted Exceptions, in recordable form, at the Final

UNOFFICIAL COPY

Property of Cook County Clerk's Office

10/1/2010

Closing, upon payment of amounts due hereunder in the form of cash or cashier's or certified check made payable to Seller, or such other party as Seller may direct in writing. Purchaser shall pay for any further examinations of title or title insurance (Seller having at its expense provided Purchaser with the Contract Vendor-Vendee title insurance policy at the Initial Closing), but Seller shall pay for the cost of clearing any title exceptions, other than the Permitted Exceptions, which arise as a result of some act of Seller or as a result of the failure of Seller to perform some act on Seller's part to be performed hereunder.

6. Real Estate Taxes. Purchaser shall pay, before accrual of any penalty, any and all taxes and installments of special assessments pertaining to the Premises that become payable on or after the date of delivery of possession of Purchaser and Purchaser shall deliver to Seller duplicate receipts showing timely payment thereof. Purchaser shall deposit with Seller each month one-twelfth (1/12th) of the estimated taxes or the amount required by the holder of the Prior Mortgage, if any.

7. Insurance to be Maintained by Purchaser. Purchaser shall maintain insurance for fire and extended coverage, public liability, property damage, loss of rental income and landlord's liabilities in amounts not less than the purchase price. All insurance policies will name the parties hereto as their interests may appear. In the event of nonpayment of insurance premiums, Seller may make such payments, but shall not be obligated to do so and may, at its option, treat such nonpayment as an event of default. If Seller elects to make such payments, the amount thereof shall be immediately due and payable from Purchaser to Seller upon written demand and shall accrue interest at the rate of twelve percent (12%) per annum until paid.

8. Survey. At least five (5) days prior to the Initial Closing Date, Seller will deliver or cause to be delivered to Purchaser, at Seller's sole cost, a current survey of each parcel comprising the Premises. In the event the survey discloses encroachments, such encroachments will be endorsed over by the Title Insurer to the extent insurable at Seller's cost.

9. Mechanic's Lien. Purchaser shall not suffer or permit any mechanic's lien or any other lien to attach to or be against or upon the Premises, which may or might be superior to the rights of Seller.

10. Maintenance of the Premises. Purchaser shall keep the buildings and improvements on the Premises in good repair and shall neither suffer nor commit any waste on or to the Premises, and if Purchaser fails to make any repairs or suffers or commits waste Seller may elect to make such repairs or eliminate such waste and the costs thereof shall become an addition to the purchase price immediately due and payable to the Seller, with interest at the rate of twelve percent (12%) per annum until paid. During the term of this Agreement, Seller shall have the right, upon twenty-four (24) hours notice to Purchaser, to inspect the Premises to ascertain that all obligations of Purchaser under this Agreement are being met.

11. Purchaser's Performance. Seller hereby agrees not to institute any of its rights or remedies available hereunder absent thirty (30) days prior written notice in the event of non-performance of financial obligations, and forty (40) days prior written notice in the event of non-performance of any of the non-financial obligations of Purchaser, which notices shall provide Purchaser with the opportunity to cure the default referred to therein within the applicable time period aforesaid.

12. Mortgages. During the term of this Agreement, Seller shall not have the right to place a new mortgage or trust deed on

UNOFFICIAL COPY

Property of Cook County Clerk's Office

10/10/2012

# UNOFFICIAL COPY

8 7 0 0 1 3 5 1

the Premises and Seller represents and warrants to Purchaser that there are and will be no mortgages recorded against the Premises.

13. Prorations. (a) General real estate taxes; premiums under assigned insurance policies accepted by Purchaser (if any); prepaid rents; employee wages, security deposits, scavenger, water, fuel, gas, electricity, sewer and other utility charges and deposits; and all other items of accrued or prepaid income or expense in respect to the Premises, shall be prorated on an accrual basis as of the Initial Closing Date on the basis of the then most recent ascertainable amounts of or other reliable information in respect to each such item of income and expense, except that final utility readings shall be taken on the date of closing. All prorations shall be final and general real estate taxes which shall be prorated based on one hundred ten percent (110%) on the actual 1985 real estate tax bill.

(b) Seller will timely discharge all liabilities and obligations in respect to the Premises which arise prior to the Closing Date excepting any liabilities in respect to which Purchaser is allowed a proration credit.

14. Restriction or Damage. Seller shall bear all risk of loss or damage to the Premises until the Initial Closing.

15. Condemnation. If, prior to the Initial Closing Date, all or any material portion of the Premises is taken by exercise of the power of eminent domain or any proceedings are instituted to effect such a taking, Seller shall promptly notify Purchaser thereof and Purchaser shall have the option (exercisable by notice to Seller within fifteen [15] days of receipt of such Seller's notice) to terminate this Agreement. If Purchaser elects to proceed to acquire the Premises notwithstanding the condemnation, Seller shall assign to Purchaser at the Initial Closing the rights to receive the proceeds from such condemnation proceedings.

16. Condemnation After Closing. (a) If, at any time after the Initial Closing, the Premises become the subject of any proceeding, judicial, administrative, or otherwise, which is related to the proposed taking of a substantial portion of Premises by eminent domain, this Agreement shall not terminate, nor shall there be any abatement or reduction in the payment to be made by Purchaser. In such event, the proceeds of any award shall be deposited in an interest-bearing account, which account shall be used for the repair and restoration of the Premises. The funds shall be disbursed from said account upon receipt by the Seller of satisfactory evidence that the disbursements are to be used for the repair and/or restoration of the Premises or to reimburse the Purchaser for monies it has expended for repair or restoration of the Premises. The distribution of funds from the account shall be made pursuant to methods and procedures approved by Purchaser and Seller and subject to the rights, if any, of the mortgagee(s) pursuant to the then existing mortgage(s).

(b) If the proceeds from the taking exceed the cost of repair and restoration, the excess thereof shall be paid to Seller and applied against the payments due Seller by Purchaser hereunder.

(c) Seller shall promptly inform the Purchaser in writing of such condemnation action and shall consent to the Purchaser being made a party to any such proceeding. All negotiations for settlement of any taking or condemnation and/or other proceedings incident thereto shall be the joint right and responsibility of the Purchaser and Seller. Neither party shall enter into any settlement or agreement with respect to such proceedings without the consent of the other.

87001851

UNOFFICIAL COPY

Property of Cook County Clerk's Office

10/15/2017



17. Affirmative Covenants of Seller. (a) Seller shall maintain the Premises in the same condition and repair as they were upon Purchaser's inspection up to and including the Initial Closing Date of the purchase and sale thereof, or termination of this Agreement. On the Initial Closing Date hereof, Seller shall tender possession of the Premises to Purchaser in the same condition the Premises were in on the date hereof, except ordinary wear and tear.

(b) From and after the date hereof to the date of the Initial Closing or termination of this Agreement, Seller shall maintain or cause to be maintained fire and extended coverage insurance in respect to the Premises and public liability and property damage insurance against such hazards and in such amounts as are currently in effect in respect to the Premises.

(c) Seller shall use its best efforts and reasonable diligence to locate, assemble and deliver to Purchaser all guarantees and warranties in effect, if any, in respect to the Premises or any part thereof which shall, insofar as possible, be assigned to Purchaser at Initial Closing.

18. Representations and Warranties of Seller. To induce Purchaser to execute, deliver and perform this Agreement, Seller hereby represents and warrants to Purchaser on and as of the date hereof and on and as of the Initial Closing Date as follows:

(a) To the best of Seller's knowledge, the documents to be delivered to Purchaser, pursuant to this Agreement, shall be true, correct and complete in all material respects and the same shall not omit any material information required to make the submission thereof fair and complete.

(b) Seller shall provide at Initial Closing a schedule of all tenancies affecting the Premises as of Initial Closing, reflecting the apartment unit occupied, the name of the tenant, the monthly rental, the security or other deposit collected, the prepaid or delinquent rental obligations. To the best of Seller's knowledge, said schedule of tenancies is a fair, complete and accurate description of the tenancies demising portions of the Premises and does not misstate or omit any material information in respect thereto; none of the tenancies thereunder demising any apartment in the Premises have a term (including renewal or extension options) in excess of one year; no tenant has any right to extend such tenant's lease or purchase the demised premises; and, no tenants have any concession or claim for any reduction or set off against rent nor is Seller in default in respect to any lease or tenancies except as noted in the leases and documents supplied. The annual gross rental, based on full occupancy, is Thirty-Nine Thousand Seven Hundred Twenty Dollars (\$39,720.00) as of the date of this Agreement.

(c) Affixed hereto as Exhibit C is a schedule of service, maintenance, employment collective bargaining, repair, supply or other contracts, equipment leases, or other similar obligations of any kind or nature pertaining to or affecting the Premises or any part thereof which will survive the Initial Closing and be binding upon Purchaser. There are no defaults under any contracts identified on said schedule.

(d) Neither Seller nor any agent, employee or partner of Seller has received written notice prior to the date hereof (i) from any federal, state, county or municipal governmental authority alleging any fire,

health, safety, pollution, environmental, zoning or other violation of law in respect to the Premises or any part thereof which has not been entirely corrected; (ii) concerning the possible or anticipated condemnation of any part of the Premises or the widening or change of grade of any street abutting the Premises or concerning any special taxes or assessments levied or to be levied against the Premises; (iii) concerning any change in the zoning classification of the Premises or any part thereof; or (iv) from any insurance company of any defects or inadequacies in the Premises or any part thereof which would adversely affect the insurability of premiums therefor. Seller has received no written notice proposing or announcing a material change in the current tax assessment of the Premises or any part thereof from the assessment last made. Should any such notice be hereafter received, Seller will cause a copy thereof to be forthwith delivered to Purchaser.

(e) Neither the Premises nor the owner thereof have any obligation to pay any charge for any public or quasi-public improvements except general real estate taxes and ordinary utility charges.

(f) Seller has good and marketable title to the Personal Property and each item thereof free and clear of liens, security interests, encumbrances, leases and restrictions of every kind and description except the existing Prior Mortgage, if any.

(g) There is no litigation or administrative proceedings pending or, to the best of the knowledge of Seller, in respect to the Premises, except personal injury, property damage or workmen's compensation claims, the defense of which have been tendered to and accepted by responsible public liability and workmen's compensation insurers.

19. Conditions Precedent. (a) The obligation of Purchaser to close the initial transaction contemplated hereby is, at Purchaser's option, subject to all material representations and warranties of Seller contained herein being true and correct in all material respects at and as of the Initial Closing Date and all obligations of the Seller to have been performed on or before such Initial Closing Date having been duly performed.

(b) The obligations of Seller to close the transactions contemplated hereby is, at Sellers' option, subject to performance by Purchaser of all obligations of the Purchaser to have been performed on or before such Initial Closing Date having been duly performed.

20. Closing. At Initial Closing, Purchaser shall pay the payments required herein to Seller against delivery of Seller's closing documents in respect to the Premises including:

(1) Assignment of Seller's right, title and interest in and to: all apartment and other leases of the Premises; all surviving contracts and, where required, consents thereto by the contracting parties; all surviving and assignable warranties or guarantees covering the Premises or any part thereof; all assignable governmental licenses and permits relating to the Premises and the use, operation and occupancy thereof;

87001351

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

(ii) Original executed counterparts of all apartment, commercial and other leases, assigned guarantees and warranties, surviving contracts, governmental licenses and permits, and assigned insurance policies;

(iii) Letters to tenants of the Premises directing the payment of rental thereafter payable to them as Purchaser shall direct;

(iv) An updated schedule of leases as of such Initial Closing Date;

(v) Such other documents, instruments, certifications and confirmations as may be reasonably required and designated by Purchaser to fully effect and consummate the transactions contemplated hereby.

Possession of the Premises, subject only to the assigned leases, shall be delivered to Purchaser concurrently with Initial Closing of the purchase and sale thereof.

21. Default and Termination. If Purchaser shall default in the performance of its obligations hereunder prior to Initial Closing, Seller shall serve written notice of such default (specifying in reasonable detail the default complained of) upon Purchaser and Purchaser shall have thirty (30) business days from such notice within which to cure a monetary default and forty (40) business days from such notice within which to cure any other default hereunder. If Purchaser shall fail or refuse to cure such default within the time period allowed therefore as aforesaid, Seller shall terminate this Agreement by service of a notice of termination upon Purchaser. In the event of a default, Purchaser shall have the duty to mitigate damages and to return the premises, leases, contracts and documents to Seller in the same or better condition when received at the Initial Closing.

22. Notices. All notices served hereunder shall be in writing and shall be deemed properly served when mailed to the individual to whom it is addressed, at the following address:

If to Seller: Mr. & Mrs. Michael Kovach  
5312 N. Winthrop  
Chicago, IL 60640

with a copy to: Steven Van Dorf, Esq.  
20 N. Clark Street  
Chicago, IL 60602

If to Purchaser: Mr. & Mrs. Paul Boyd  
5453 N. Wayne  
Chicago, IL 60646

and

Mr. & Mrs. David Aitken  
5844 N. Magnolia  
Chicago, IL 60646

with a copy to: Arthur H. Evans, Esq.  
Evans & Shapiro, Ltd.  
180 N. LaSalle Street  
Chicago, IL 60601

The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

23. Assignment. Purchaser shall not transfer, pledge or assign this Agreement or any interest herein or hereunder without

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

10/10/10

# UNOFFICIAL COPY

the prior written consent of the Seller which consent shall not be unreasonably withheld.

24. Real Estate Broker. Seller and Purchaser each represent and warrant to the other than it has not dealt with or engage any real estate brokers in this transaction other than Hallmark & Johnson and Kaplan & Associates.

25. Entire Agreement, Amendments and Waivers. This Agreement and Exhibits contain the entire agreement and understanding of the parties in respect to the subject matter hereof, and the same may not be amended, modified or discharged nor may any of its terms be waived except by an instrument in writing signed by the party to be bound thereby. Notwithstanding the above, the parties agree that, to the extent not inconsistent, the provisions of the Real Estate Sale Contract and Riders thereto dated October 13, 1986, are hereby incorporated herein by this reference.

26. Further Assurances. The parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action before or after such Closing as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

27. Survival and Benefit. All representations, warranties, agreements and obligations of the parties with respect to the Premises shall, notwithstanding any investigation made by any party hereto, survive the Closing and the same shall inure to the benefit of and be binding upon (i) Seller and the successors and assigns of Seller, and (ii) Purchaser and the partners, successors and assigns of Purchaser.

28. Default. (a) At Seller's option, upon notice or demand upon Purchaser, this Agreement shall be terminated and Purchaser's interest in the Premises shall be forfeited and Seller shall be entitled to immediate possession of the Premises and may use any lawful means whatsoever to acquire possession in the event of any of the following.

(i) Upon non-payment of any financial obligations including payments of any interest and principal, portions of the Purchase Price when due, taxes, insurance, within thirty (30) days after said due date, time being of the essence, and upon any other breach of this Agreement or default by Purchaser if Purchaser fails to cure the same within forty (40) days, time being of the essence, after the date of said breach or default; said notice shall provide Purchaser with the opportunity to cure the default referred to herein within the applicable time period aforesaid;

(ii) Upon commencement of any voluntary bankruptcy proceedings by the Purchaser (under any Chapter of the Federal Bankruptcy Code or any comparable State law) or upon the adjudication of Purchaser as bankrupt under any involuntary bankruptcy proceeding (under any Chapter of the Federal Bankruptcy Code or any comparable State law).

(b) In the event this Agreement is terminated as provided above, Seller's obligations to Purchaser under this Agreement shall be null, void and of no effect and Purchaser shall forfeit to Seller, as liquidated damages, all payments made by Purchaser to Seller. The Parties acknowledge and agree that the payments made by Purchaser to Seller for the use of the Premises by Purchaser. Seller may bring an action for forfeiture of Purchaser's rights in this Agreement provided, however, that Seller shall not be entitled to a judgment against Purchaser with

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Page 10

# UNOFFICIAL COPY

87091361

respect to the unpaid balance of the Purchase Price, accrued and unpaid interest and any other liabilities hereunder at any time. Purchaser shall return to Seller all leases, contracts and documents, properly assigned, within ten (10) days of written request.

30. Interpretation. (a) This Agreement shall be construed in light of the Exhibits hereto which are incorporated herein by reference and made a part hereof.

(b) The headings and captions herein are inserted for convenient reference only and the same shall not limit or construe the paragraphs or sections to which they apply or otherwise affect the interpretation hereof.

(c) This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) Except as provided herein, nothing in this Agreement shall create any rights in favor of any person, firm or corporation not a party to this Agreement.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(f) Time is of the essence of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above written.

SELLER:

PURCHASER:

COMMUNITY BANK OF EDGEWATER,  
as Trustee U/T/A dated  
12/22/86 and known as Trust  
No. 86-12-405.

Michael Kovach  
MICHAEL KOVACH

By: Kenion T. Birchard  
Trust Officer

Christina Kovach  
CHRISTINA KOVACH

STATE OF ILLINOIS )  
                          )SS  
COUNTY OF C O O K)

It is expressly understood and agreed by and between the parties herein, anything herein to the contrary notwithstanding, that each and all of the covenants, conditions, warranties, undertakings, and agreements herein made in the part of the Trustee shall in every respect be the responsibility, covenants, undertakings, and agreements of said Trustee and not the responsibility, covenants, undertakings, warranties, and agreements of the Trustee or the parties or with the intention of binding said Trustee personally. It is made and intended for the purpose of binding only that portion of the Trust property specifically described herein, and the instrument is executed and delivered by said Trustee not in its individual capacity but in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall it be asserted against said Trustee in any event. THE COMMUNITY BANK & TRUST CO. OF EDGEWATER IS CHIEF OFFICER OF THE STATE OF ILLINOIS UNDER SAID Trust Agreement, on account of this instrument or on account of the Trustee's actions, covenants, undertakings, warranties, or agreements of the said Trustee in this instrument and, should a breach of contract, all such personal liability, if any, shall be expressly waived and released. The Trustee makes no personal representations as to nor shall it be responsible for the existence, location or maintenance of the chattels herein described, if any.

The undersigned, a Notary Public, in and for said County and State herein, deposes and states that MICHAEL KOVACH and CHRISTINA KOVACH, his wife, signed the foregoing Articles of Agreement before me this 31st day of December, 1986.

Paul J. Ventura  
NOTARY PUBLIC

My Commission Expires: 12-20-90

87001851



# UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025/01/20

# UNOFFICIAL COPY

8 7 0 0 1 3 5 1

## EXHIBIT A

LOT 21 IN BLOCK 11 IN JOHN LEWIS COCHRAN'S SUBDIVISION OF  
THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 40  
NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS

ADDRESS OF PROPERTY: 5243 N. WINTHROP, CHICAGO, ILLINOIS 60640

PERMANENT INDEX NO: 14-08-211-003

*W.S A-A-O*

Property of Cook County Clerk's Office

87001851

# UNOFFICIAL COPY

THE STATE OF ILLINOIS  
COUNTY OF COOK

IN SENATE  
JANUARY 11, 1900

Property of Cook County Clerk's Office

100/1000

UNOFFICIAL COPY

8 7 0 0 1 3 5 1

EXHIBIT C

Schedule of Service, Maintenance, Etc. Contracts

None

Property of Cook County Clerk's Office

87001851

MAIL

*eh* *0024*

87001851

DEPT-01 RECORDING  
T#3332 TRAN 0251 01/22/07 14:21:00 \$20.40  
#921 # 1 \* 07 01851  
COOK COUNTY RECORDER

UNOFFICIAL COPY

Property of Cook County Clerk's Office

*Mail to:*

**EVANS & SHAPIRO, LTD.**  
ATTORNEYS AT LAW  
180 N. LASALLE ST. - SUITE 2401  
CHICAGO, ILLINOIS 60601  
(312) 782-1850