

# UNOFFICIAL COPY

87339919

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

THE GRANTOR RONALD W. LUDKE AND LINDA C. LUDKE, HIS WIFE AND RAYMOND E. LUDKE AND NETTIE M. LUDKE, HIS WIFE.

APR 22 PM 3:19

87339919

of the CITY of POSEN County of COOK State of ILLINOIS for and in consideration of TEN/and NO/100

DOLLARS, in hand paid,

12.00

CONVEY S and WARRANTS to The Secretary of Housing and Urban Development and his Successors, Washington, District of Columbia

(The Above Space For Recorder's Use Only)

(NAME AND ADDRESS OF GRANTEE)

the following described Real Estate situated in the County of COOK in the State of Illinois, to wit:

LOT 13 IN BLOCK 3 IN JOHN S. JURIK'S SUBDIVISION OF THE SOUTH 17 acres OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS PROPERTY COMMONLY KNOWN AS 14614 SOUTH WHIPPLE POSEN, ILLINOIS 60449

Tax # 28 12 119 013 CDOG 71

THIS TRANSACTION IS EXEMPT UNDER THE PROVISIONS OF PARAGRAPH "C" SECTION 4 AFFIX "RIDER" OR REVENUE STAMPS HERE

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

DATED this 11 day of March 1987

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) RONALD W. LUDKE (SEAL) RAYMOND E. LUDKE (SEAL) LINDA C. LUDKE (SEAL) NETTIE M. LUDKE (SEAL)

State of Georgia County of Houston, I the undersigned notary public do hereby certify that Ronald W. Ludke and his wife Linda C. Ludke signed this document 2-24-87 State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for

said County, in the State aforesaid, DO HEREBY CERTIFY that RONALD W. LUDKE AND LINDA C. LUDKE, HIS WIFE AND RAYMOND E. LUDKE AND NETTIE M. LUDKE, HIS WIFE

IMPRESS SEAL HERE

personally known to me to be the same person s whose name s 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.

Given under my hand and official seal this 11th day of MARCH 1987

Commission expires 1989 ISSUED THRU ILL. NOTARY ASSOC. 19 Notary Public

This instrument was prepared by U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT 547 W. JACKSON BOULEVARD CHICAGO, IL. 60606 (NAME AND ADDRESS)

MAIL TO: C.T. KROPIK ATTORNEY AT LAW 120 SOUTH LASALLE CHICAGO, ILLINOIS 60603

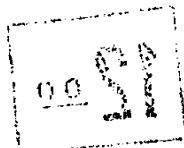
ADDRESS OF PROPERTY: 14614 SOUTH WHIPPLE POSEN, ILLINOIS 60449 THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED. SEND SUBSEQUENT TAX BILLS TO: U.S. DEPT. OF HUD 547 W. JACKSON BOULEVARD CHICAGO, IL. 60606

OR RECORDERS OFFICE BOX 333 - HV

7109306-03

87339919

UNOFFICIAL COPY



87339919

PROPERTY OF COOK COUNTY CLERK'S OFFICE

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

CONTRACT TO ACCEPT DEED IN PAYMENT OF MORTGAGE DEBT

THIS MEMORANDUM OF AGREEMENT made and entered into this 11th day of

March, 1987 between the Secretary of Housing and Urban Development  
as first party, and RONALD W. LUDKE AND LINDA C. LUDKE  
(his wife)

RAYMOND E. LUDKE AND as second parties, WITNESSETH:

NETTIE M. LUDKE (his wife) is now the owner of the mortgage

indebtedness secured by mortgage and note, executed by RONALD W. LUDKE AND LINDA C. LUDKE  
RAYMOND E. LUDKE AND NETTIE M. LUDKE to JAMES F. MESSINGER AND COMPANY, INCORPORATED  
(his wife), dated APRIL 30, 1981

and recorded in the Recorder's Office of COOK Illinois, on MAY 12, 1981  
as document number . 25867884, conveying the following described real estate, namely:

Lot 13 in Block 3 in John S. Jurik's Subdivision of the South 17 acres of the South West 1/4 of the North West 1/4 of Section 12, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. Property commonly known as 14614 South Whipple, Posen, Illinois 60449

together with all buildings thereon situated and the appurtenances thereunto belonging and appertaining.

Said indebtedness is evidenced by a certain promissory note which is now held and owned by first party and described in and secured by said mortgage and note in the principal sum of \$43,000.00 Dollars bearing interest at the rate of 14 1/2 per cent per annum, until maturity and thereafter at 14 1/2 per cent per annum, all of which bonds became due and payable on May 1, 2011, and now remain unpaid.

Said second parties desire to procure cancellation and extinguishment of said mortgage indebtedness, and desire and have proposed to convey the above described real estate and all of their right, title and interest therein to first party, in payment and satisfaction of said mortgage indebtedness, and upon payment of the further consideration of \$ 10.00 hereby satisfied, and said first party is willing to accept and has accepted said proposition so made by second parties.

Said second parties have therefore, contemporaneously herewith and in consideration hereof, conveyed said real estate to said first party by their deed of conveyance bearing even date herewith and by them delivered to said first party contemporaneously with the execution of this agreement, and have, by said deed, vested in said first party the full and absolute fee simple title to said real estate and full and absolute ownership thereof.

NOW, THEREFORE, said first party has agreed to accept, and does accept, said conveyances in full payment, satisfaction and discharge of said mortgage indebtedness and all unpaid interest thereon, and it is hereby agreed by and between the parties hereto, in consideration of said conveyance, that all of said mortgage indebtedness and interest thereon secured by said mortgage has been and is hereby cancelled, satisfied and extinguished, and that all persons liable thereon are hereby released and discharged from said indebtedness, and that all said note so evidencing said indebtedness and all unpaid interest coupons thereon, be, and the same are hereby cancelled.

All promises, undertakings and agreements of the parties hereto in respect to or relating to the subject matter of this agreement are expressed and embodied herein.

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

Ronald W. Ludke (SEAL) Raymond E. Ludke (SEAL)  
RONALD W. LUDKE RAYMOND E. LUDKE  
Linda C. Ludke (SEAL) Nettie M. Ludke (SEAL)  
LINDA C. LUDKE NETTIE M. LUDKE

State of Illinois,) SS  
County of COOK  
24th day of February 1987  
Cada K. Simey  
Notary Public

A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE FORESAID, DO HEREBY CERTIFY, THAT RONALD W. LUDKE AND LINDA C. LUDKE, HIS WIFE AND RAYMOND E. LUDKE AND NETTIE M. LUDKE (HIS WIFE) WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED, SEALED AND DELIVERED THE SAID INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.  
GIVEN UNDER MY HAND AND NOTARIAL SEAL MARCH 11<sup>TH</sup> 1987  
(DATE)

[Signature]  
NOTARY PUBLIC

NOTARY PUBLIC STATE OF ILLINOIS  
BY COMMISSION EXP. FEB. 25, 1989  
ISSUED THROUGH ILL. NOTARY ASSOC.

UNOFFICIAL COPY

Property of Cook County Clerk's Office