

UNOFFICIAL COPY-88-489046

AGREEMENT

WHEREAS, PATRICK J. MANGIN ("MANGIN") and MARGARET K. CONWAY ("CONWAY") are owners of the property commonly known as 8923 South Komensky, Hometown, Illinois and legally described as:

Lot fifty-two (52) in J.E. Merrion & Company's Hometown Unit No. 1, a subdivision of that part of the Northeast quarter (1/4) of Section 3, lying southeasterly of and adjoining the 66 foot right of way of the Wabash Railroad, in Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

WHEREAS, CONWAY is desirous of transferring her interest in the aforesaid property to MANGIN for good and valuable consideration.

The parties hereby agree as follows:

- 1.) CONWAY agrees to execute a quit-claim deed transferring her interest in the property located at 8923 South Komensky, Hometown, Illinois to MANGIN. CONWAY further agrees to waive any and all rights she may have in the property.
- 2.) In consideration for the quit-claim deed, MANGIN agrees to tender to CONWAY the sum of \$2,000.00
- 3.) MANGIN and CONWAY agree that CONWAY shall be entitled to the deductions for real estate taxes and interest expense for all payments made up to and including September 30, 1988, on her 1988 federal and state income taxes. MANGIN shall be entitled to any such deductions for payments made after that date.
- 4.) CONWAY agrees that she is not entitled to any credit for homeowners' insurance on the property and agrees not to cancel the insurance. She further agrees to waive any and all rights she may have to the escrow funds, if any, for payment of insurance and taxes on the property.
- 5.) MANGIN and CONWAY agree that they have divided all items of personal property located on the property and are satisfied with said disposition and agree to waive any and all rights they may have in each other's personal property.

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Property of Cook County Clerk's Office

BROOKS, HANKINS, & SWIATKOWSKI, LTD.
ATTORNEYS AND COUNSELORS AT LAW
15100 SOUTH LaGRANGE ROAD
ORLAND PARK, ILLINOIS 60462

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6.) MANGIN and CONWAY agree that they have full knowledge of any and all bills related to the property and that they have resolved payment of the same and are satisfied with said resolution.

7.) CONWAY agrees to vacate the premises by October 1, 1988, and that MANGIN shall have sole and exclusive right of possession of the property after that date.

8.) MANGIN agrees to be solely responsible for all mortgage payments, taxes, insurance, assessments, utilities, maintenance and all liability on the property and hereby agree to indemnify and hold CONWAY harmless from any damages and costs including attorney's fees arising therefrom. In the event said costs are incurred by CONWAY and remain unpaid at the time MANGIN sells the property, the costs shall be paid to CONWAY out of the proceeds of the closing.

9.) MANGIN agrees to make all mortgage payments when due, maintain the premises and comply with all terms of the mortgage.

10.) CONWAY and MANGIN agree that they have read this agreement, that they understand it, and that they are signing this agreement voluntarily.

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Margaret K. Conway
MARGARET K. CONWAY

Patrick J. Mangin
PATRICK J. MANGIN

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CO. PROHIBITED BY STATUTE. PROHIBITED BY STATUTE. PROHIBITED BY STATUTE.

1200 SOUTH LEXINGTON
CHICAGO, ILL. 60605
MAIL ROOM



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