88039647

### MEMORANDUM OF AGREEMENT FOR WARRANTY DEED

This Memorandum of Agreement is made and entered into this day of January, 1988 by and between BENJAMIN P. TORGERSEN ("Seller") and IRA N. HELFGOT and MAUREEN A. McGUIRE HELFGOT ("Purchasers").

#### WI CHESSETH:

- 1. The parties have entered into Articles of Agreement for Warranty Deed dated January 2 th, 1988 to supercede a previous Real Estate Contract dated July 29, 1987. This Memorandum is the recorded form of such Articles of Agreement.
- 2. The premises which is the subject of such Articles of Agreement, is described as follows:

Lot 7 and the north side stat of Lot 8 in Talcott Terrace being a subdivision of Lot 2 in division of 42 acres of land, west line drawn parallel with the east line thereof, and being all of Lot 1 in Assessor's Division of the acrthwest quarter of Section 1 and east part of Lot 2 in Assessor's Division of the northeast quarter of Section 2, Township 40 North, Range 12, east of the 12th principal meridan, in Cook County, Illinois.

Permanent Index No. 12-02-218-023. BGO All

The principal terms of such Articles of Agreement provide as follows:

- A. Total purchase price of \$159,000.00
- B. Initial closing on January  $\mathcal{J}_{\ell}$  , 1988
- C. Dalance of Purchase Price to be paid at final closing which is to be on or before January  $\mathcal{A}_{\mathcal{C}}$  , 1991.

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- D. Until final closing, Purchasers are to make monthly installments due the first of each month to Seller, said monthly installments to be based on interest and principal at a previously agreed to adjusting rate on the outstanding balance to be reduced from time to time.
- E. Upon Purchasers meeting all obligations during the period for which the Articles of Agreement cover and making payments required for final closing, title to the premises is to be conveyed to Purchasers by delivery of a recordable Warranty Deed.
- F. Upon default of Purchasers obligations, during the period covered by Articles of Agreement or as to final closing, as provided therein, the Articles of Agreement for Warranty Deed, may at the option of Seller, be forfeited and Purchasers shall forfeit all payments made which shall be retained by Seller as liquidated damages and Seller shall have the right to re-enter and take possession of the premises.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Memorandum of Agreement of purposes of recording this 3.7% day of January, 1988.

#### SELLER:

Benjamin P. Tobgerson

STATE	OF	7	16	,	)	
COUNTY OF COCK				)	SS	

I, Anthony Finished Antitoty, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Benjamin Torgerson personally known to me to the same person whose name is subscribed to the foregoing document appeared before me this day in person, and acknowledged that he, signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Notary Public Company

Subscribed and sworn to by 1988.

My Commission Expires: Apply Subscribed and sworn to be a subscribed Subscribed and sworn to before me this \_\_\_\_\_ day of

LAWRENCE E. RAFFERTY NOTARY PUBLIC, STATE OF ILLING MY COMMISSION EXPIRES 3/3/91

COUNTY OF COUNTY

1, And the State aforesaid, DO HEREBY CERTIFY that Ira N. Helfgot, personally known to me to the same person whose name is subscribed to the foregoing document appeared before me this day in person, and acknowledged that he, signed, sealed and delivered the said instrument as his, and voluntary act, for the uses and purposes therein set forth,

Notary Public (S. Markers)

Subscribed and sworn to before me this 2000 day of <u> 1 Mary Maye</u>, 1988.

My Commission Expires: 3/2/8/

" OFFICIAL SEAL" }
LAWRENCE E. RAFFERTY |
NOTARY PUBLIC, STATE OF ILLING" Y COMMISSION EXPIRES 3/3/91

PURCHASERS:	
Maureen A. McGuire Helfgot	
STATE OF FEEDOM ) SS	· · · · · · · · · · · · · · · · · · ·
) SS	
COUNTY OF COOK.	
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And the second of the second o	
said Coulty, in the State aforesa	, a Notary Public in and for
said Couldy, in the State aloresa	Id, DO HEREBY CERTIFY that
Maureen McCalre Helfgot, personal person whose name is subscribed to	the foregoing document
appeared before me this day in per	son, and acknowledged that sh
signed, sealed and delivered the	said instrument as her free an
voluntary act, for the uses and pu	
	<b>)</b>
	othery Public
No.	otary Public
4	
Subscribed and sworn to before mo	this 20 Th day of
1/12 1/15 1988.	day or
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/ /. )	//)
My Commission Expires: 3/5/8/	OFFICIAL SEAL"
20.00	SLAWRENCE E. RAFFERTY NOTARY PUBLIC, STATE OF ILLIN
<b>~88~</b> 03	SO47 SALY COMMISSION EXPIRES 3/3/9.
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Memorandum of Agreement prepared b	y and mailed to?
Maureen A. McGuire	
GORHAM, METGE, BOWMAN & HOURIGAN	<i>V</i> /\$c.
300 West Washington Street	
Suite 1500	Co
Chicago, IL 60606	C
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