CONTRACT TO ACCEPT DEED IN PAYMENT OF MORTGAGE DEBT

THIS MEMORANDUM OF AGREEMENT made and entered into this	
, 1987 between The Talman Home Federal Savi	ngs and Loan
Association of Illinois as first party, and Harris Trust and	
no a/t/u/t/a dated 9/1/79 and known as trust no. 39856, as second	d party,
WITNESSETE:	
The first party is now the owner of the indebtedness sec	ured by a
—mortgage executed by Harris Trust and Savings Bank, a/t/u/t/a	
and known as trust no. 39856 to Continental Illinois National	Bank and Trust
Company of Chicago dated December 20, 1983 and recorded in th	e Recorder's
Office of Cook County, Illinois, on Jameary 9, 1984 as docume	nt number
26921043, conveying the following described real estate, name Parcel 1: Unit 1412-N in the Towers Condominium as delineated on the following described real estate: Parcel A: The Southwest 1/4 of Lot 2 (except that part thereof, taken alley), in Bronson's Addition to Chicago, in the Northea Section 4, Township 39 North, Range 14 East of the Third Meridian, in Cook County, IL. Parcel B: Lots 2 and 3 (except that part of said Lots, taken or use in the Subdivision of Lot 1 in Bronson's Addition to Chicago in the Subdivision of Lot 1 in Cook County, IL. Parcel C: Lot 6 in the Subdivision of the West 1/2 of Lots 4, 5 and Subdivision of Lot 1 in Bronson's Addition to Chicago in Subdivision of Lot 1 in Bronson's Addition to Chicago in Subdivision of Lot 1 in Bronson's Addition to Chicago in Township 39 North, Range 14 East of the Third Principal	he survey of ken or used for st 1/4 of Principal ed for alley) cago in the East of the d 6 in the Section 4,
Cook County, IL. Parcel 2: The exclusive right to the use or parking space no. 97 a TOTAL DATA DATA DATA DATA DATA DATA DATA D	limited common 752
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Application and research to make the process are set to the section of the sectio

elements, as delineated on the survey attached to the Declaration aforesaid recorded as document number 25169127. Commonly known as Unit 1412-N, 1221 N. Dearborn, Chicago, IL

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 in the principal sum of \$54,000.00 Dollars, bearing interest at the rate of per cent per annum, until maturity.

Said second parties desire to procure a cancellation and extinguishment of said 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 indebtedness.

First party has agreed and is willing to accept said proposal so made by second parties, said acceptance being evidenced by execution of this agreemnt by the first party.

Said second parties have therefore, contemporaneously herewith conveyed said real estate to said first party by executing a warranty deed, said deed having been delivered to party contemporaneously with second parties' execution of this agreement.

NOW, THEREFORE, said first party, upon execution of this agreement by an officer, or agent of same, agrees to accept said conveyance in full payment, satisfaction and discharge of said indebtedness and all unpaid interest thereon, and it is hereby agreed by and between the parties hereto, in consideration of said conveyance, and the payment of the sums above mentioned, that all of said 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 all unpaid interest thereon, be, and the same is 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.

Said second parties further agree and acknowledge that this agreement is not binding upon the parties until said agreement is executed by an agent or officer of the first party.

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

HARRIS TRUST AND SAVINGS a/t/u/t/a DATED 9/1/79 AS TRUST NO. 39856	AND KNOWN	THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS
By:	(SEAL)	Sceven W. Allison (SEAL)
Attest: Secretary	(SEAL)	Attest Vice President (SEAL)
STATE OF ILLINOIS)) SS:		Loan Scruicing Officer

The undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Steven W. Allison who is personally known to me to be the Asst. Vice President of The Talman Home Federal Savings and Loan Association of Illinois and Patricia A. Sraga personally known to me to be the Loan Servicing Officer Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the saids

COUNTY OF COOK

instrument as such officers of said Corporation and caused the seal of said Corporation to be thereunto affixed, as their free and voluntary act and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 2-17th day of June 1983.
" OFFICIAL SEAL " TONI BRONDSEMA NOTARY PUBLIC MY COMMISSION EXPIRES 3/31/91
STATE OF ILLINOIS) SS: COUNTY OF COOK)
The undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREST CERTIFY, that who is personally known to me to be the personally known to me to be the
Secretary of said corporation, and personally known to me to be the same persons where names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Corporation and caused the seal of said Corporation to be thereunto affixed, as their free and voluntary act and deed of said Corporation, as trustee under trust agreement dated 9/1/79 and known as trust no. 39856, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal, this day of , 1987.
NOTAPY PUBLIC
NOTARY PUBLIC

COOK COUNTY, ILL INCO-FILED FOR RECORD

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