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ARTICLES OF AGREEMENT FOR DEED

1. BUYER, ^{Collins} JOHN & JANET COLLINS, or their nominee,

Address 11229 Timberview Lane, LaGrange

Cook County; State of Illinois

agrees to purchase, and SELLER, ^{and GLORIA P. TEPAVCHEVICH/} NICK TEPAVCHEVICH/First National Bank of

Address 620 W. Burlington Avenue LaGrange

Cook County; State of Illinois

agrees to sell

to Buyer at the PURCHASE PRICE OF TWO HUNDRED TWENTY-FIVE THOUSAND Dollars

(\$ 225,000.00) the PROPERTY commonly known as 9200 W. 47th Street Brookfield, Illinois,

and legally described as follows:

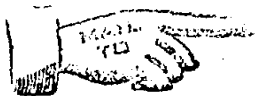
LOTS 14 AND 15 EXCEPT THAT PART OF LOT 14 LYING EAST OF A LINE 2 INCHES WEST OF AN EXISTING CHAINLINK FENCE, SAID LINE INTERSECTS THE NORTH LINE OF LOT 14 AT A POINT 44.57 FEET WEST OF THE NORTHEAST CORNER THEREOF AND INTERSECTS THE SOUTH LINE OF LOT 14 AT A POINT 44.11 FEET WEST OF THE SOUTHEAST CORNER, IN ARTHUR T. MC INTOSH'S CONGRESS PARK FARMS BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

18-03-327-012
013

(hereinafter referred to as "the premises")

with approximate lot dimensions of _____

In addition, the Seller shall convey by Proper Bill of Sale, at the Second Closing, Title to the fixtures as installed, and Title to the Personal Property enumerated ~~HEREIN~~ or listed herein below.



mail to: Martin Fohleder
29 S. LaSalle
Chgo IL 60603

All of the foregoing items shall be left on the premises, are included in the sale price, and shall be transferred to the Buyer by a Bill of Sale at the time of final closing.

2. THE DEED:

a. If the Buyer shall first make all the payment and perform all the covenants and agreements in this agreement required to be made and performed by said Buyer, at the time

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and in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to Buyer (in joint tenancy) or his nominee, by a recordable, stamped general Warranty/Trustee's Deed deed with release of homestead rights, good title to the premises subject only to the following "permitted exceptions," if any: (a) General real estate taxes not yet due and payable; (b) Special assessments confirmed after this contract date; (c) Building, building line and use or occupancy restrictions, conditions and covenants of record; (d) Zoning laws and ordinances; (e) Easements for public utilities; (f) Drainage ditches, feeders, laterals and drain tile, pipe or other conduit; (g) If the property is other than a detached, single-family home: party walls, party wall rights and agreements; covenants, conditions and restrictions of record; terms, provisions covenants, and conditions of the declaration of condominium, if any, and all amendments thereto; any easements established by or implied from the said declaration of condominium or amendments thereto, if any; limitations and conditions imposed by the Illinois Condominium Property Act, if applicable; installments of assessments due after the time of possession and easements established pursuant to the declaration of condominium.

b. The performance of all the covenants and conditions herein to be performed by Buyer shall be a condition precedent to Seller's obligation to deliver the deed aforesaid.

3. INSTALLMENT PURCHASE: Buyer hereby covenants and agrees to pay to Seller at office of Seller

_____, or to such other person or at such other place as Seller may from time to time designate in writing, the purchase price and interest on the balance of the purchase price remaining from time to time unpaid from the date of initial closing at the rate of Ten and three quarters percent (10-3/4) per annum, all payable in the manner following, to wit:

~~(a) Buyer has paid~~ XX

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occur if and when all covenants and conditions herein to be performed by Buyer have been so performed.

5. POSSESSION: Possession shall be granted to Buyer

~~hereby~~ on August 5th 19 88

provided that the full down payment minus net prorations due in favor of Buyer, if any, has been paid to Seller in cash or by cashier's or certified check on the initial closing date, and further provided that Buyer on such initial closing date is otherwise not in default hereunder.

6. PRIOR MORTGAGES:

(a) Seller reserves the right to keep or place a mortgage or trust deed ("prior mortgage") against the title to the premises with a balance including interest not to exceed the balance of the purchase price unpaid at any time under this Agreement, the lien of which prior mortgage shall, at all times notwithstanding that this Agreement is recorded, be prior to the interest that Buyer may have in the premises, and Buyer expressly agrees upon demand to execute and acknowledge together with Seller any such mortgage or trust deed (but not the notes secured thereby). No mortgage or trust deed placed on said premises shall in any way accelerate the time of payment provided for in this Agreement or provide for payment of any amount, either interest or principal, exceeding that provided for under this Agreement, or otherwise be in conflict with the terms and provisions of this Agreement, nor shall such mortgage or trust deed in any way restrict the right of prepayment, if any, given to Buyer under this Agreement.

(b) Seller shall from time to time, but not less frequently than once each year and anytime Buyer has reason to believe a default may exist, exhibit to Buyer receipts for payments made to the holders of any indebtedness secured by any such prior mortgage.

(c) In the event Seller shall fail to make any payment

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or ascertainable amount, which may be removed by the payment of money and which shall be removed at or prior to the initial closing and (5) acts done or suffered by or judgments against the Buyer, or those claiming by, through or under the Buyer.

(b) If the title commitment discloses unpermitted exceptions, the Seller shall have thirty (30) days from the date of delivery thereof to have the said exceptions waived, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions and the initial closing shall be delayed, if necessary, during said 30 day period to allow Seller time to have said exceptions waived. If the Seller fails to have unpermitted exceptions waived, or in the alternative to obtain a commitment for title insurance specified above as to such exceptions, within the specified time, the Buyer may terminate the contract between the parties, or may elect, upon notice to the Seller within ten (10) days after the expiration of the thirty (30) day period, to take the title as it then is, with the right to deduct from the purchase price, liens or encumbrances of a definite or ascertainable amount. If the Buyer does not so elect, the contract between the parties shall become null and void, without further action of the parties, and all monies paid by Buyer hereunder shall be refunded.

(c) Every title commitment which conforms with subparagraph "a" shall be conclusive evidence of good title therein shown, as to all matters insured by the policy, subject only to special exceptions therein stated.

(d) If a Special Tax Search, Lien Search, a Judgment Search or the title commitment disclose judgments against the Buyer which may become liens, the Seller may declare this Agreement null and void and all earnest money shall be forfeited by the Buyer.

(e) Buyer's taking possession of the premises shall be

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(b) Seller represents that all equipment and appliances to be conveyed, including but not limited to the following, are in operating condition: all mechanical equipment; heating and cooling equipment; water heaters and softeners; septic, plumbing, and electrical systems; kitchen equipment remaining with the premises and any miscellaneous mechanical personal property to be transferred to the Buyer. Upon the Buyer's request prior to the time of possession, Seller shall demonstrate to the Buyer or his representative all said equipment and upon receipt of written notice of deficiency shall promptly and at Seller's expense correct the deficiency. IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE BUYER PRIOR TO THE DATE SPECIFIED FOR INITIAL CLOSING IT SHALL BE CONCLUDED THAT THE CONDITION OF THE ABOVE EQUIPMENT IS SATISFACTORY TO THE BUYER AND THE SELLER SHALL HAVE NO FURTHER RESPONSIBILITY WITH REFERENCE THERETO.

(c) Seller agrees to leave the premises in broom clean condition. All refuse and personal property not to be delivered to Buyer shall be removed from the premises at Seller's expense before the date of initial closing.

14. BUYER TO MAINTAIN: Buyer shall keep the improvements on premises and the grounds in as good repair and condition as they now are, ordinary wear and tear excepted. Buyer shall make all necessary repairs and renewals upon said premises including by way of example and not of limitation, interior and exterior painting and decorating; window glass; heating, ventilating and air conditioning equipment; plumbing and electrical systems and fixtures; roof; masonry including chimneys and fireplaces, etc. If, however, the said premises shall not be thus kept in good repair, and in a clean, sightly, and healthy condition by Buyer, Seller may either (a) enter same, himself, or by their agents, servants, or employees, without such entering causing or constituting a termination of this Agreement or an interference with

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Buyer's possession of the premises, and make the necessary repairs and do all the work required to place said premises in good repair and in a clean, sightly, and healthy condition, and Buyer agrees to pay to Seller, as so much additional purchase price for the premises, the expenses of the Seller in making said repairs and in placing the premises in a clean, sightly, and healthy condition; or (b) notify the Buyer to make such repairs and to place said premises in a clean, sightly, and healthy condition within thirty (30) days of such notice (except as is otherwise provided in paragraph 21), and, upon default by Buyer in complying with said notice, then Seller may avail himself of such remedies as Seller may elect, if any, from those that are by this Agreement or at law or equity provided.

15. **FIXTURES AND EQUIPMENT:** At the time of delivery of possession of the premises to Buyer, Buyer also shall receive possession of the personal property to be sold to Buyer pursuant to the terms of this Agreement as well as of the fixtures and equipment permanently attached to the improvements on the premises, but until payment in full of the purchase price is made, none of such personal property, fixtures or equipment shall be removed from the premises without the prior written consent of the Seller.

16. **INSURANCE:**

(a) Buyer shall from and after the time specified in paragraph 5 for possession, keep insurance against loss or damage by fire or other casualty the improvements now and hereafter erected on the premises with a company, or companies, reasonably accepted to the Seller, in an amount not to be less than \$185,000.00. Buyer shall also furnish flood insurance, if applicable. Such insurances shall be for the benefit of the parties hereto, and the interest of any mortgagee,

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or trustee, if any, as their interest may appear. Such policy, or policies, shall be held by Seller, and Buyer shall pay the premiums thereon when due.

(b) In case of loss of or damage to such improvements, whether before or after possession is given hereunder, any insurance proceeds to which either or both of the parties hereto shall be entitled on account thereof, shall be used (i) in the event the insurance proceeds are sufficient to fully reconstruct or restore such improvements, to pay for the restoration or reconstruction of such damaged or lost improvement, or (ii) in the event the insurance proceeds are not sufficient to fully reconstruct or restore such improvements, then the proceeds of insurance shall be applied to the unpaid balance of purchase price.

17. TAXES AND CHARGES: It shall be Buyer's obligation to pay at Buyer's expense immediately when due and payable and prior to the date when the same shall become delinquent all general and special taxes, special assessments, water charges, sewer service charges and other taxes, fees, liens, ~~XXXXXXXXXX
XX~~ and charges now or hereafter levied or assessed or charged against the premises or any part thereof or any improvements thereon, including those heretofore due and to furnish Seller with the original or duplicate receipts therefor.

~~XX
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as a result of the acts or omissions of the other party.

(b) (1) All rights and remedies given to Buyer or Seller shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless specifically waived in this Agreement; (2) no waiver of any breach or default of either party hereunder shall be implied from any omission by the other party to take any action on account of any similar or different breach or default; the payment or acceptance of money after it falls due after knowledge of any breach of this agreement by Buyer or Seller, or after the termination of Buyer's right of possession hereunder, or after the service of any notice, or after commencement of any suit, or after final judgment for possession of the premises shall not reinstate, continue or extend this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waived.

23. NOTICES: All notices required to be given under this Agreement shall be construed to mean notice in writing signed by or on behalf of the party giving the same, and the same may be served upon the other party or his agent personally or by certified or registered mail, return receipt requested, to the parties addressed if to Seller at the address shown in paragraph 3 or if to the Buyer at the address of the premises. Notice shall be deemed made when mailed or served.

24. ABANDONMENT: Fifteen days' physical absence by Buyer with any installment being unpaid, or removal of the substantial portion of Buyer's personal property with installments being paid, and, in either case, reason to believe Buyer has vacated the premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the premises by Buyer. In such event, and in addition to Seller's remedies set forth in paragraph 20, Seller may, but need not, enter upon the premises and act as

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Buyer's agent to perform necessary decorating and repairs and to re-sell the premises outright or on terms similar to those contained in this Agreement with allowance for then existing market conditions. Buyer shall be conclusively deemed to have abandoned any personal property remaining on or about the premises and Buyer's interest therein shall thereby pass under this Agreement as a bill of sale to Seller without additional payment by Seller to Buyer.

25. SELLER'S ACCESS: Seller may make or cause to be made reasonable entries upon and inspection of the premises, provided that Seller shall give Buyer notice prior to any such inspection specifying reasonable cause therefor related to Seller's interest in the premises.

26. CALCULATION OF INTEREST: Interest for each month shall be ~~added to the principal balance of the loan~~ ~~at the rate of~~ ~~percent per annum~~ ~~compounded monthly~~ ~~on the unpaid balance of the loan~~ ~~as of the last day of the month preceding~~ /of principal ~~as of the last day of the month preceding~~ month preceding the last day of the ~~month preceding~~ based upon a 360 day year. Interest for the period from the date of initial closing until the date the first installment ~~is due~~ shall be due and payable on ~~the date the first installment is due~~ the date the first installment under this agreement is due to be paid.

27. ASSIGNMENT: The Buyer shall not transfer, pledge or assign this Agreement, or any interest therein or hereunder nor shall the Buyer lease nor sublet the premises, or any part thereof, /without the written consent and approval of the Seller. Any violation or breach or attempted violation or breach of the provisions of this paragraph by Buyer, or any acts inconsistent herewith, shall vest no right, title or interest herein or hereunder, or in the said premises in any such transferee, pledgee, assignee, lessee or sub-lessee, but Seller may, at Seller's option, declare this Agreement null and void and invoke the provisions of this Agreement relating to forfeiture hereof.

28. FINAL CLOSING: Buyer shall be entitled to delivery of the Deed of conveyance aforesaid and a Bill of Sale to the personal property to be transferred to Buyer under this Agreement at ~~any time~~ final closing upon payment of all amounts due here-

* The Seller's written approval shall not be arbitrarily and unreasonably withheld.

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Buyer's agent to perform necessary decorating and repairs and to re-sell the premises outright or on terms similar to those contained in this Agreement with allowance for then existing market conditions. Buyer shall be conclusively deemed to have abandoned any personal property remaining on or about the premises and Buyer's interest therein shall thereby pass under this Agreement as a bill of sale to Seller without additional payment by Seller to Buyer.

25. SELLER'S ACCESS: Seller may make or cause to be made reasonable entries upon and inspection of the premises, provided that Seller shall give Buyer notice prior to any such inspection specifying reasonable cause therefor related to Seller's interest in the premises.

26. CALCULATION OF INTEREST: Interest for each month shall be ~~calculated upon the unpaid balance due as of the last day of the preceding month~~ calculated upon the unpaid balance due as of ^{the} ~~the~~ last day of the ~~preceding month~~ ^{month} preceding based upon a 360 day year. Interest for the period from the date of initial closing until the date the first installment ~~is due~~ shall be due and payable on ~~the date the first installment under this agreement is due to be paid.~~ ^{the date the first installment under this agreement is due to be paid.}

27. ASSIGNMENT: The Buyer shall not transfer, pledge or assign this Agreement, or any interest therein or hereunder nor shall the Buyer lease nor sublet the premises, or any part thereof. ^{(without the written consent and approval of the Seller. *} Any violation or breach or attempted violation or breach of the provisions of this paragraph by Buyer, or any acts inconsistent herewith, shall vest no right, title or interest herein or hereunder, or in the said premises in any such transferee, pledgee, assignee, lessee or sub-lessee, but Seller may, at Seller's option, declare this Agreement null and void and invoke the provisions of this Agreement relating to forfeiture hereof.

28. FINAL CLOSING: Buyer shall be entitled to delivery of the Deed of conveyance aforesaid and a Bill of Sale to the personal property to be transferred to Buyer under this Agreement at ~~any time~~ ^{final closing} upon payment of all amounts due here-

The Seller's written approval shall not be arbitrarily and unreasonably withheld.

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under in the form of cash or cashier's or certified check made payable to Seller, in conformity with the provisions of this Agreement.

Seller ~~downward~~ shall produce and record at his expense a release deed for the prior mortgage, or obtain a currently dated loan repayment letter reflecting the amount necessary to discharge and release the prior mortgage. Seller shall have the right to repay and discharge such prior mortgage in whole or in part from sums due hereunder from Buyer. The repayment of the prior mortgage shall be supervised and administered by Buyer's mortgage lender, if any. Upon repayment of the prior mortgage Seller shall receive the cancelled note and a release deed in form satisfactory for recording shall be delivered to Buyer. Seller shall give Buyer a credit against the balance of the purchase price for the cost of recording such release. In the event Buyer does not have a mortgage lender, then the delivery of the cancelled note to Seller shall be simultaneous with the delivery of the Deed from Seller to Buyer, and to facilitate the delivery of documents and the payment of the prior mortgage and the balance of the amount due hereunder, the parties agree to complete such exchange at the offices of the holder of the note secured by the prior mortgage. At the time of delivery of the Deed, Buyer and Seller shall execute and furnish such real estate transfer declarations as may be required to comply with State, County or local law. Seller shall pay the amount of any stamp tax then imposed by State or County law on the transfer of title to Buyer, and Buyer shall pay any such stamp tax and meet other requirements as then may be established by any local ordinance with regard to the transfer of title to Buyer unless otherwise provided in the local ordinance. **

The Buyer shall have no right or privilege under this Agreement to prepay any amounts due to the Seller, except when due and in conformity with the provisions and requirements provided for under this Agreement.

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29. TITLE IN TRUST:

(a) In the event that title to the premises is held in

or conveyed into a trust prior to the initial closing, it shall be conveyed to Buyer when and if appropriate under the terms of this Agreement in accordance with the provisions of paragraph 2, except that the conveyance shall be by Trustee's Deed. In such case, the names and addresses of each and every beneficiary of and person with a power to direct the Title Holder is attached hereto and by this reference incorporated herein as Exhibit A.

(b) The beneficiary or beneficiaries of and the person or persons with the power to direct the Trustee shall cumulatively be deemed to jointly and severally have all of the rights, benefits, obligations and duties by the Seller to be enjoyed or performed hereunder and such person or persons with the power to direct the Trustee jointly and severally agree to direct the Trustee to perform such obligations and duties as such persons or the beneficiaries may not under the terms of the Trust Agreement do or perform themselves directly.

(c) If, at the time of execution of this Agreement, title to the premises is not held in a trust, Seller agrees that upon the written request of the Buyer any time prior to the final closing, Seller shall convey title into a trust and comply with subparagraphs (a) and (b) of this paragraph 29.

30. RECORDING: The parties shall record this Agreement or a memorandum thereof at Buyer's expense.

31. RIDERS: The provision contained in any rider attached hereto are and for all purposes shall be deemed to be part of this Agreement as though herein fully set forth.

32. CAPTIONS AND PRONOUNS: The captions and headings of the various sections or paragraphs of this Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include

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hands and seals this 5 day of August, 1988.

SELLER: First National Bank of LaGrange, not personally, but as Trustee U/A dtd. 11/16/77 AKA Trust No. 1523

BUYER:

BY: George F. Metzler
George F. Metzler, V.P. & T.O.

[Signature]
[Signature]

ATTEST: [Signature]
Ruth Dedek, Vice President

This document is made by the First National Bank of La Grange as Trustee and accepted upon the express understanding that the First National Bank of La Grange enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against the First National Bank of La Grange because of or on account of the making or executing this document or of anything therein contained, all such liability, if any being expressly waived; nor shall the First National Bank of La Grange be held personally liable upon or in consequence of any of the covenants of this document, either expressed, or implied.

[Signature]
[Signature]

THIS INSTRUMENT PREPARED BY:
DONALD N. NOVELLE
ATTORNEY AT LAW
1127 S. MANNHEIM ROAD, SUITE 308
WESTCHESTER, ILLINOIS 60153
(312) 344-8180

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STATE OF ILLINOIS)
COUNTY OF)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that JOHN COLLINS & JANET COLLINS personally known to me to be the same person whose name subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that (he, she) signed, sealed and delivered the said instrument as (his, her) free and voluntary act, for the uses and purposes therein set forth.

of DONALD N. NOVELLE, Notary Public, State of Illinois, My Commission Expires 12/1/88. Given under my hand and official seal, this 5th day of 1988. Donald Novelle, Notary Public

Commission expires

STATE OF ILLINOIS)
COUNTY OF)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that NICK TERPAVICH & GLOIA TERPAVICH personally known to me to be the same person whose name subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that (he, she) signed, sealed and delivered the said instrument as (his, her) free and voluntary act, for the uses and purposes therein set forth.

of DONALD N. NOVELLE, Notary Public, State of Illinois, My Commission Expires 12/7/90. Given under my hand and official seal, this 5th day of 1988. Donald Novelle, Notary Public

Commission expires

STATE OF ILLINOIS)
COUNTY OF Cook)

I, The Undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that George F. Metzler, Vice President and Trust Officer of First National Bank of LaGrange and Ruth Dedek, Vice President Secretary of said corporation who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such Trust Officer and Vice President and Vice President

Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Vice President Secretary then and there acknowledged that he, as custodian of the corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2nd day of August, 1988

Maura A. Rowley, Notary Public, Cook County, State of Illinois, My Commission Expires 10/3/89. Commission expires

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EXHIBIT "A"

LIST OF ALL PERSONS HAVING BENEFICIAL INTEREST AND/OR
DIRECTION IN TRUST NO. 1523
FIRST NATIONAL BANK OF LA GRANGE

The beneficiary or beneficiaries is/are:

Nick Tepavchevich and Gloria Tepavchevich, as JTWROS

The holder of holders of the power of direction is/are:

Nick Tepavchevich and Gloria Tepavchevich

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COOK COUNTY RECORDER

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32.00 mail

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JIMMIE H. NOVELLE
1127 S. MANHEIM #300
WESTCHESTER, IL 60163

DONALD H. NOVELLE
1127 S. MANHEIM #300
WESTCHESTER, IL 60163
P.O. Box 7187

mail to
martin Fichleder
29 S. LaSalle St.
Chgo, IL 60603



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