

# UNOFFICIAL COPY

90468137

## ARTICLES OF AGREEMENT FOR TRUSTEE'S DEED

Articles of Agreement made this 21<sup>st</sup> day of AUGUST, 1990, between  
MIDWEST BANK & TRUST COMPANY, not individually but solely as Trustee under Trust Agreement  
dated May 31, 1980 and known as Trust No. 80-05-3340, (hereinafter called  
the Title Holder), and GAVRIL MURESAN

(hereinafter called Purchaser).

### WITNESSETH:

That if the Purchaser shall first make all the payments and perform all the covenants and agreements in this agreement required to be made and performed by said Purchaser, at the time and in the manner hereinafter set forth, Title Holder will, upon receipt of a proper written direction from those empowered to direct the Trustee under the aforementioned Trust Agreement, convey to Purchaser by Trustee's Deed, the real estate, commonly known as:  
3017 N. Clybourn, Chicago, Illinois 60618

and legally described as:

Lot 22 in Block 3 in Clybourn Avenue Addition to Lakeview and Chicago, situated in the West Half of the Northwest Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 14-10-108-036

Address of Property: 3017 N. Clybourn, Chicago, Illinois 60618

together with all buildings and improvements thereon, if any SUBJECT TO:

- a. Rights or claims of parties in possession not shown of record, questions of survey and existing loans, if any;
- b. Mechanic's Liens not filed or where no notification thereof appears of record;
- c. Special assessments or taxes now due or falling due after date hereof, and special assessments or taxes not confirmed by a Court of Record;
- d. Building, building line and use or occupancy restrictions, conditions and covenants of record;
- e. Zoning and building laws or ordinances;
- f. Taxes for the year 1989 and subsequent years;
- g. Party wall rights and agreements, if any;
- h. Roads, highways and easements;
- i. All encumbrances, mortgages, liens, instruments and restrictions of record;
- j. Violation of or liability arising under the Statute of Illinois, relating to alcoholic liquors approved January 31, 1934, or any Act amendatory thereof;
- k. Acts done or suffered by the Purchaser or anyone claiming by, through or from the Purchaser;
- l.
- m.

Purchaser covenants and agrees to pay to N. R. OVEN, as beneficiary

or to the beneficiary or beneficiaries of the Title Holder or to such person as the Title Holder or its beneficiaries may from time to time designate in writing, the sum of One Hundred Eight Thousand and no/100----- Dollars (\$ 108,000.00 ), in the following manner: Thirteen Thousand and no/100----- Dollars (\$ 13,000.00 ), upon the execution hereof, receipt of which is hereby acknowledged by the beneficiaries of said trust and Ninety Five Thousand Dollars (\$95,000.00) at the rate of 10½% per annum, amortized over a 30 year period with monthly payments of principal and interest in the amount of \$889.01, commencing on October 1, 1990, with a final payment of all unpaid principal and accrued interest due on September 1, 1991.

1. When the Title Holder has been notified in writing by its beneficiaries that the covenants and agreements herein contained have been performed by the purchaser, providing that all fees and costs due to Title Holder, as Trustee, have been paid in full, Title Holder shall upon receipt of a proper written direction from the Trustee's Deed subject to the conditions herein set forth to be delivered by the beneficiaries of said trust to the grantee in said Trustee's Deed.

2. Satisfactory evidence of title has been submitted to and approved by the Purchaser and upon delivery of the Trustee's Deed hereunder the beneficiaries of the Title Holder agree to assign and deliver to the Purchaser, the Owner's Guarantee Policy issued by the Chicago Title and Trust Company in the name of the Title Holder and for the amount of the purchase price, or the Owner's Duplicate Certificate of Title issued by the Registrar of Titles of Cook County, Illinois, which the beneficiaries of the Title Holder now hold, and all insurance policies then in force covering said premises. It is understood by the Purchaser that Title Holder or the beneficiaries of the Title Holder shall not be required to furnish any further evidence of title upon delivery of the Trustee's Deed hereunder.

3. The Purchaser shall not suffer or permit any mechanic's Lien or other Lien to attach to, or be against or upon the property aforesaid which may or might be superior to the rights of the Title Holder.

4. Each and every contract for repairs or improvements on the premises aforesaid, or any part thereof, shall contain an express, full, and complete waiver and release of any and all Lien or claim of Lien against the property herein agreed to be conveyed, and no contract or agreement, oral or written shall be executed by the Purchaser for repairs or improvements upon the property aforesaid, except if the same contain such express waiver or release of Lien upon the part of the party contracting, and a copy of each and every such contract shall be promptly delivered to the beneficiaries of the Title Holder.

5. The Purchaser shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder, without first obtaining the prior written direction from those empowered to direct the Trustee and the consent of the Title Holder; nor shall the Purchaser lease said premises, or any part thereof, or consent to or approve any sublease or assignment of lease thereof, without first obtaining the prior written direction from those empowered to direct the Trustee and the consent of the Title Holder. Any violation or breach or attempted violation or breach of the provisions of this paragraph by Purchaser, 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 Title Holder, or the beneficiaries of said trust, may, at their exclusive option, declare this Agreement null and void and invoke the provisions of this Agreement relating to forfeiture hereof.

Box 250

90468137

Amended

5-21-90

UNOFFICIAL COPY

0091

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$15.00  
1:33:33 FROM 2021 09/26/20 11:26:00  
#9992 4 C \*--90--465137  
COOK COUNTY RECORDER

90468137

90468137

In a clean, tight and healthy condition, and for the purpose of the purchase price of the Title Holder, as so much additional purchase price for the said premises, the covenants of the beneficiary of the Title Holder in making the said repairs and in placing the said premises in a clean, tight, and healthy condition within ten days of such notice; and, upon default by Purchaser in complying with said notice, then, beneficiaries of Title Holder may, at their option declare this Agreement forfeited and determined as in this Agreement provided.

17. In the event that the Title Holder's beneficiaries shall fail to make payments on any existing mortgage, the Purchaser shall have the right to make such payments and deduct such payments made from the existing balance due on this Contract for Trustee's Deed or deduct from the monthly payments due hereunder. Title Holder's beneficiaries shall exhibit receipts for payments made to any mortgagee upon reasonable requests of Purchaser.

~~18. It is understood and agreed that when Purchaser shall have paid the purchase price down to the sum of \_\_\_\_\_ Dollars, Purchaser shall be entitled to receive a Trustee's Deed, as hereinabove provided, conveying the said real estate to them, subject to the objections hereinbefore specified, and to any mortgage or mortgages, trust deed or trust deeds and assignment of rent then of record, which mortgage or mortgages, trust deed or trust deeds Purchaser shall assume and agree to pay and Purchaser shall give to Title Holder, its beneficiaries or their assignees a purchase money mortgage or trust deed and note to be secured thereby in an amount equal to the difference between the unpaid amount of the purchase price and the unpaid amount or amounts of the principal indebtedness secured by the mortgage or mortgages, trust deed or trust deeds of record at the time of the delivery of said deed. The sum of money to be secured by said purchase money mortgage or trust deed and interest thereon shall be payable in monthly installments, each of which shall be equal to the payments required herein, if no mortgage exists, or equal to the difference between the payments herein provided, and the sum or sums required to be paid monthly for principal and interest on the mortgage or mortgages, trust deed or trust deeds of record at the time of the delivery of said deed. The sum of money to be secured by said purchase money mortgage or trust deed shall bear interest at the rate of \_\_\_\_\_ per annum on the principal sum remaining from time to time unpaid.~~

19. It is expressly agreed between the parties hereto and the beneficiaries of said trust that the Title Holder is hereby authorized to accept and endorse any and all assignments of beneficial interest as Title Holder without the consent of the Purchaser or notice to the Purchaser, provided that said assignments shall be made subject to this Contract. It being further agreed that the beneficiaries of said Title Holder shall have the right to direct the Title Holder to issue its Trustee's Deed and said Trustee may convey said property without the consent of the Purchaser or notice to the Purchaser, provided, however, that said Trustee's Deed shall be subject to this Contract.

20. The Purchaser shall comply with all federal, state and municipal laws, ordinances and regulations relating to the operation of the property and will not permit said property to be used for any indecent or immoral purposes. The Purchaser shall not permit waste to be committed or suffered on said premises.

21. If there be more than one person designated herein, and the verbs and pronouns associated therewith, although expressed in singular shall be read and construed as plural. Wherever the masculine gender is used herein it shall also be read and construed as the feminine as the case may be.

22. It is further mutually agreed by and between the parties hereto that the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

23. All notices and demands herein required shall be in writing. The mailing of a notice by registered mail to the Title Holder at 1808 N. Harlem Ave., Elmwood Park, Illinois, or to the Purchaser at 3017 N. Clybourn, Chicago, Illinois 60618 shall be sufficient service thereof.

24. (A) the purchaser shall pay, in addition to the payment of principal and interest called for herein, a sum equal to 1/12 of the estimated real estate taxes and insurance into an escrow to be established by seller.

(B) Purchaser shall pay interest from the date of closing to the date of the first payment at the rate called for herein.

(C) There shall be a late charge of \$50.00 per month for any payment received after the 10th of the month in which it is due.

(D) In the event the entire principal balance has not been paid when due, the interest rate on the unpaid balance shall increase to 14% per annum.

24. This Agreement is executed by the undersigned, MIDWEST BANK & TRUST COMPANY not individually but solely as Trustee, as aforesaid, and said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of the trust property which is the subject of this Agreement, and it is expressly understood and agreed by the parties hereto, notwithstanding anything herein contained to the contrary that each and all of the undertakings and agreements herein made are made and intended not as personal undertakings and agreements of the Trustee or for the purpose of binding the Trustee personally, but this Agreement is executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforced against said Trustee on account of any undertaking or agreement herein contained, either expressed or implied, or for the validity or condition of the title to said property, or for any agreement with respect thereto. All representations of Title Holder including those as to title, are those of Title Holder's beneficiary only. Any and all personal liability of MIDWEST BANK & TRUST COMPANY is hereby expressly waived by the parties hereto and their respective successors and assigns.

MIDWEST BANK & TRUST COMPANY  
as Trustee as aforesaid and not individually

\_\_\_\_\_  
GAVRI'L MURESAN  
GAVRI'L MURESAN  
PURCHASER

By \_\_\_\_\_ VICE-PRESIDENT  
Attest \_\_\_\_\_ ASSISTANT CASHIER

50468137

10. In the event the premises hereinafter described are improved with a structure or structure, Purchaser shall be deemed to have agreed to pay for the same and to make the necessary repairs and make the necessary improvements and make the necessary repairs and make the necessary improvements...

11. The Purchaser hereby irrevocably constitutes any Attorney at Law or any other person to execute any deed, mortgage, or other instrument necessary to carry out the purposes of this Agreement...

12. It is further expressly agreed by and between the parties hereto that it shall not be the responsibility of the Title Holder to conduct any survey or to have any survey made...

13. The Purchaser hereby irrevocably constitutes any Attorney at Law or any other person to execute any deed, mortgage, or other instrument necessary to carry out the purposes of this Agreement...

14. In the event of the termination of the Agreement, by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, on the premises hereinafter described shall be deemed to be the property of the beneficiaries...

15. In case of the failure of the Purchaser to make any of the payments, or perform any of the covenants hereon, the Purchaser's part hereby made and entered into at the time or times provided herein for such payments or for the performance of any of the covenants hereon...

16. In the event of the failure of the Purchaser to make any of the payments, or perform any of the covenants hereon, the Purchaser's part hereby made and entered into at the time or times provided herein for such payments or for the performance of any of the covenants hereon...

17. In the event of the failure of the Purchaser to make any of the payments, or perform any of the covenants hereon, the Purchaser's part hereby made and entered into at the time or times provided herein for such payments or for the performance of any of the covenants hereon...

18. In the event of the failure of the Purchaser to make any of the payments, or perform any of the covenants hereon, the Purchaser's part hereby made and entered into at the time or times provided herein for such payments or for the performance of any of the covenants hereon...

19. In the event of the failure of the Purchaser to make any of the payments, or perform any of the covenants hereon, the Purchaser's part hereby made and entered into at the time or times provided herein for such payments or for the performance of any of the covenants hereon...

20. In the event of the failure of the Purchaser to make any of the payments, or perform any of the covenants hereon, the Purchaser's part hereby made and entered into at the time or times provided herein for such payments or for the performance of any of the covenants hereon...

21. In the event of the failure of the Purchaser to make any of the payments, or perform any of the covenants hereon, the Purchaser's part hereby made and entered into at the time or times provided herein for such payments or for the performance of any of the covenants hereon...

22. In the event of the failure of the Purchaser to make any of the payments, or perform any of the covenants hereon, the Purchaser's part hereby made and entered into at the time or times provided herein for such payments or for the performance of any of the covenants hereon...

23. In the event of the failure of the Purchaser to make any of the payments, or perform any of the covenants hereon, the Purchaser's part hereby made and entered into at the time or times provided herein for such payments or for the performance of any of the covenants hereon...

90468137