

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT - CHANCERY DIVISION

FLEET REAL ESTATE FUNDING CORP. )

PLAINTIFF, )

-vs- )

No. 9108924

FELIX CHE; ROSA CHE; KEYSTONE )  
TERRACE CONDOMINIUM ASSOCIATION )  
D/B/A THE 4228 N. KEYSTONE )  
TERRACE CONDOMINIUM ASSOCIATION; )  
CABALLEROS DE SAN JUAN CREDIT )  
UNION; UNKNOWN OWNERS AND )  
NON-RECORD CLAIMANTS )

DEPENDANT(S). )

NOTICE OF FORECLOSURE  
LIS PENDENS

I, the undersigned, do hereby certify that the above  
entitled cause was filed in the above Court on  
SEP 24 1991, 1991, for Foreclosure and is now pending  
in said Court.

AND FURTHER SAYETH:

1. Names of Title Holders of Record:

9149504

FELIX CHE AND ROSA CHE

2. The following mortgage is sought to be foreclosed:

Mortgage dated MARCH 23, 1988 made by FELIX CHE AND ROSA CHE to  
THE LOMAS & NETTLETON COMPANY and recorded on MARCH 31, 1988 COOK  
COUNTY RECORDER'S OFFICE as document number 88132171 having a legal  
description and common address as follows:

UNIT NO. 1D IN THE KEYSTONE TERRACE CONDOMINIUM AS DELINEATED ON A  
SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 14 IN BLOCK 9 IN  
IRVING PARK, A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 15 AND  
THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 40  
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE  
DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 26567382  
TOGETHER WITH 8.72620 PERCENT INTEREST IN THE COMMON ELEMENTS. AND  
IN ADDITION PARKING SPACE IDENTIFIED ON SAID PLAT OF SURVEY AS P2  
REPRESENTING .5744% OF THE LIMITED COMMON ELEMENTS. COMMONLY KNOWN  
AS 4228 N. KEYSTONE 1-D, CHICAGO, IL 60641.

Box 254

1300

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91495043  
**UNOFFICIAL COPY**

PERMANENT INDEX NO. 13-15-411-032-1009, VOL. 339

SIGNATURE: *Charles Anthony* Attorney of Record

PREPARED BY AND MAIL TO:

SHAPIRO & KREISMAN  
Attorneys for Plaintiff  
1161 A Lake Cook Road  
Deerfield, Illinois 60015  
(708) 945-6040  
Atty # 91140

In Cook County: Deposit in Recorder's Box #254

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R-4. In addition to the insurance required in paragraph 16 of the printed form of articles of Agreement for Deed, the Buyers shall obtain and maintain during the duration of these Articles of Agreement a liability insurance policy, with minimum limits of \$100,000.00/\$300,000.00, for the property, including the Sellers as additional insured thereunder. The Buyer shall pay all premiums when due and shall exhibit the policy and paid receipts to the Sellers at least annually, upon reasonable request by the Sellers.

R-3 (b) The Seller shall provide the Buyer with such disclosure affidavit as is required by the Illinois Responsible Property Transfer Act of 1988. As stated in more complete detail therein, the Seller is not aware of any activities or conditions in relation to the property which would be deemed to be or which would be deemed to cause an environmental danger pursuant to existing city, county, state or federal environmental laws or ordinances. The Seller makes no other representations or warranties in regard to the condition of the land being conveyed pursuant to these Articles of Agreement.

R-3 (a) The Buyer agrees to take the building located on the property in an "AS IS" condition. ALL IMPLIED WARRANTIES OF HABILITY ARE HEREBY EXCLUDED.

R-3. The Buyer has inspected the land and building being conveyed hereunder.

R-2. The Buyer may pre-pay the amount due under these articles of Agreement, in whole or in part, without penalty.

R-1. The rate of interest on the balance of the purchase price, as set forth in Paragraph 2 of the printed articles of Agreement for Warranty Deed, shall be the rate of interest charged by the First National Bank of Skokie, Illinois, on July 25, 1991, for commercial real estate loans with a five (5) year balloon payment. The Seller shall provide evidence of such rate at the time of the initial closing.

This RIDER TO ARTICLES OF AGREEMENT FOR DEED is attached to, and made a part of those certain Articles of Agreement for Deed by and between the parties named above for the sale of the property noted above pursuant to the said Articles of Agreement for Deed. In the event of any conflict between the terms of this Rider and the terms of the printed Articles of Agreement for Deed, the terms of this Rider shall prevail.

Date: August 1, 1991

Property: 2349 West Grand, Chicago, Illinois 60612 (including vacant lot to the east of the said address)

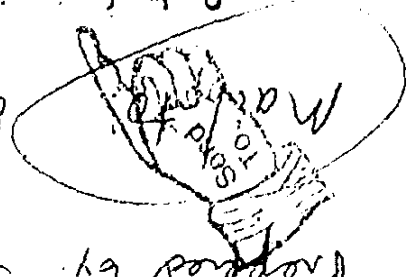
Buyer: Dennis R. Houston and Mary Beth Houston

Seller: Larry Dieden and Barry Dieden + Maria Dieden

RIDER TO ARTICLES OF AGREEMENT FOR DEED

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8 4 8  
312 W. Randolph #200  
Ed O'Connell  
Chicago IL 60606



60661

Chicago IL #101  
Tefferson

22260516

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Mary Beth Houston  
Dennis B. Houston  
Barry Dieden  
Larry Dieden

R-7. The Seller shall not permit any new mortgages to be placed against the property which is the subject of these Articles of Agreement during the life of this agreement.

R-6 (b). Notwithstanding the provisions of paragraph 18 of the printed form of articles of agreement for deed, the Buyer shall not be required to maintain an escrow account for the payment of taxes and/or insurance with the Seller during the life of this Agreement, provided the Buyer is not in default under the terms of this Agreement. The Buyer shall make such payments as may be required, as set forth herein, directly to the insurance company or taxing body.

R-6 (a) Real estate taxes for the period from January 1, 1991, up to, and including April 30, 1991, shall be prorated at the time of the final payment from the Buyer to the Seller under these articles of agreement. The amount due from the Seller to the Buyer shall be a credit to the Buyer against such sums as are then due to the Seller. There shall be no credit given at the time of the initial closing for real estate taxes.

R-6. The Buyer shall be responsible for the payment of all real estate taxes for the property from May 1, 1991, and thereafter. The Buyer shall pay such taxes directly prior to the due date of such real estate taxes for all periods after January 1, 1991 and shall exhibit proof of such payment to the Seller within thirty (30) days after the due date of each such installment.

R-5. The Seller shall pay the second installment of the 1990 real estate taxes attributable to the property to be conveyed hereunder prior to the due date of the said real estate taxes and shall exhibit proof of such payment to the Buyer within thirty (30) days after the due date of such installment.

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EXHIBIT "A"

LOTS 103, 104 AND 105 IN THE SUBDIVISION BY TRUSTEES OF DAVID EVANS OF BLOCK 24  
IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST  
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. #:

17-07-125-050 (AS TO LOT 105 AND PART OF LOT 104)  
17-05-125 051 (AS TO LOT 103 AND PART OF LOT 104)

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