## CONTRACT TO ACCEPT DEED IN PAYMENT OF MORTGAGE DEBT

THIS MEMORANDUM OF AGREEMENT made and entered into October 3, 1990 between FIDELITY FINANCIAL SERVICES, pENG-61 RECORDING First Party and ROBERT E. GREEN as Second Party. . T#2222 TRAN 5441 02/25/91 11:16:99

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WITNESSETH:

#4626 # B #-91-085427

COOK COUNTY RECORDER

The First Party is now the owner of the mortgage indebtedness secured by a Trust Deed executed by ROBERT E. GREEN to FIDELITY FINANCIAL SERVICES, INC., dated October 5, 1988 and recorded in the Recorder's Office of COOK County, Illinois on October 7, 1988 as Document Number 88-463675, conveying the following described real estate, namely:

LOT 32 IN THE SUBDIVISION OF BLOCK 15 AND 16, IN WOODLAWN RIDGE, A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4, OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly known as: 6625 S. Minerya, Chicago, Illinois 60637 PIN 20-23-127-008

thereon with all buildings situated appurtenances thereunto belonging and apportaining.

Said indebtedness is evidenced by an Installment Note dated October 5, 1988, which is now held and owned by First described in and secured by said Trust Deed aggregating the principal sum of \$30,097.81 bearing interest at the initial interest rate of 10.00 per cent, per conum, until maturity and thereafter all of which became due and payable on September 1, 1989, and now remains unpaid.

Said Second Party desires to procure a cancellation and extinguishment of said mortgage indebtedness, and desires and has proposed to convey the above described real estate and all of her right, title and interest therein to First Party, in payment and satisfaction of said mortgage indebtedness, and said First Party is willing to accept and has accepted said proposition so made by Second Party.

Second Party has, therefore, contemporaneously herewith, and in consideration hereof, conveyed said real estate said First Party by her deed of conveyance, and has by said d vested in said First Party the full and absolute fee simple We to said real estate and full and absolute ownership

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NOW THEREFORE, said First Party has agreed to accept, and does accept, said conveyance as full payment, satisfaction and discharge of said mortgage indebtedness and all unpaid interest thereon, and it is hereby agreed by and between the parties hereto, in consideration of said conveyance, that all of said mortgage indebtedness and interest thereon secured by said trust deed has been and is hereby cancelled, satisfied and extinguished, and that all persons liable thereon are hereby released and discharged from said indebtedness, and that the said note so evidencing said indebtedness and all unpaid interest thereon, be, and the same are hereby cancelled.

All profites, undertakings and agreements of the parties hereto in respect to or relating to the subject matter of this agreement are expressed and embodied herein.

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

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FIDELITY FINANCIAL SERVICES, INC.

ROBERT E. GREEN

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