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ARTICLES OF AGREEMENT FOR TRUSTEE'S DEED

Articles of Agreement made this 16th day of July 1992 between AMERICAN MIDWEST BANK AND TRUST, not individually but solely as trustee under Trust Agreement dated April 1, 1975 and known as Trust No. 1638 (Title Holder), formerly known as Melrose Park National Bank, and Candelario Esquivel and Mirthala Esquivel, his wife (hereinafter called Purchaser).

BBB 224W Dell

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:

104 N. 16th Avenue, Melrose Park, Illinois and legally described as: Lots 29 and 30 in Block 87 in Melrose, a Subdivision in Sections 3 and 10, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Real Estate Index 15-10-214-037 and 15-10-214-038 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 leases, if any;
b. Mechanic's Lien not filed or where no notification thereof appears of record;
c. PROPERTY TAXES now due or falling due after date hereof, and special assessments or taxes not confirmed by a Court of record;
d. Building, building use and use or occupancy restrictions, conditions and covenants of record;
e. Zoning and building laws or ordinances;
f. Taxes for the year 1991 and subsequent years;
g. Party wall rights and agreements, if any;
h. Roads, highways and easements;
i. All encumbrances, MORTGAGE BANK 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;

Purchaser covenants and agrees to pay to Dorothy Lienau

to such person as the Title Holder or his beneficiary may from time to time designate in writing, the sum of Thirty thousand and no/100 Dollars (\$ 30,000.00 ), in the following manner: Eight thousand and no/100 Dollars (\$ 8,000.00 ), upon the execution hereof, receipt of which is hereby acknowledged by the beneficiaries of said trust and the balance of Twenty Two Thousand and no/100 Dollars (\$22,000.00) and interest from October 15, 1992 on the balance of principal remaining from time to time unpaid at the rate of nine percent (9.0%) per annum payable in installments, including principal and interest, as follows: One Hundred Seventy Seven and 02/100 Dollars (\$177.02) or more on the 15th day of October, 1992, and One Hundred Seventy Seven and 02/100 Dollars (\$177.02) or more on the 15th day of each month thereafter, except that the final payment of principal and interest, if not sooner paid, shall be due on the 15th day of July, 1995. All such payments on account of the indebtedness shall be first applied to interest on the unpaid principal balance and the remainder to principal.

92535676

1. When the Title Holder has been notified in writing by his 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 issue its 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 initial closing the beneficiaries of the Title Holder agree to 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 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 claims 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.

MAIL TO: Armando Almazan 3743 W. 26th Street Chicago, IL 60623

Handwritten signature and number 92535676





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in a clean, sightly and healthy condition, and further, to pay a reasonable amount of the Title Holder, as so much additional purchase price for the said premises, the expenses of the beneficiaries of the Title Holder in making the said repairs and in placing the said premises in a clean, sightly, and healthy condition; or (b) notify the Purchaser to make such repairs and to place said premises in a clean, sightly, 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 Purchasers shall have paid the purchase price down to the sum of Zero (-0-) Dollars, Purchasers shall be entitled to receive a Trustee's Deed, as heretofore 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 real then of record, which mortgage or mortgages, trust deed or trust deeds Purchasers shall assume and agree to pay and Purchasers 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 9 1/2 per annum on the principal sum remaining from time to time unpaid.

19. It is mutually 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 17th Avenue at Lake Street, Melrose Park, Illinois 60160-1890, or to the Purchaser at 102 N. 16th Avenue, Melrose Park, Illinois 60160 shall be sufficient service thereof.

Beneficiary of title holder shall be responsible for payment of the second installment 1991 real estate taxes, and January 1 through July 16, 1992 real estate taxes as prorated. Purchaser shall be responsible for all real estate taxes subsequent to July 16, 1992. Beneficiary of title holder shall deposit, at closing, a prorated sum based on the 1990 tax bill, into a special separate escrow account, for payment of said bills when they become due. Beneficiary of title holder shall also deposit any sum necessary to cover any increase in the 1991/92 taxes when the bill(s) are received. Purchaser shall pay, in addition to the regular F&I payment, an amount equal to 1/12 of the annual real estate tax bill, commencing with the January 15, 1993 payment, and each month thereafter. Purchaser shall also pay, in addition to the regular F&I payment, an amount equal to 1/12 of the annual homeowner's insurance policy premium commencing with the October 15, 1992 payment, and each month thereafter. \*

THIS DOCUMENT WAS PREPARED BY: Joseph G. Platt, Attorney at Law; 751 N. Madison Street, Forest Park, Illinois

24. This Agreement is executed by the undersigned, AMERICANMIDWEST BANK AND TRUST, 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 undersigned 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 to AMERICANMIDWEST BANK AND TRUST, hereof, is expressly waived by the parties hereto and their respective successors and assigns.

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\*All of said payments for real estate taxes and insurance shall be placed in the special separate escrow account, and all bills for same shall be paid from this account when due.

Candelario Esquivel  
Candelario Esquivel

Mirthala Esquivel  
Mirthala Esquivel

Executed and delivered by the AmericanMidwest Bank, not in its individual capacity, but solely in the capacity herein described for the purpose of binding the herein described property, and subject to the express condition, anything herein to the contrary notwithstanding, that no personal liability or responsibility is assumed by the AmericanMidwest Bank by virtue hereof, all such personal liability, if any being, is expressly waived and released by all other parties hereto, and those claiming by, through or under them.

OFFICIAL SEAL  
CAROL L. GROTH  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 5/27/93

AMERICANMIDWEST BANK AND TRUST  
as Trustee as aforesaid and not individually

VICE PRESIDENT AND TRUST OFFICER

STATE OF ILLINOIS }  
COUNTY OF Cook } SS

Subscribed and sworn to before me  
16th Day of July 19 92  
Carol J. Death  
NOTARY PUBLIC  
by Candelario Esquivel and Mirthala Esquivel,  
his wife

OFFICIAL SEAL  
Elizabeth Cortez  
Notary Public, State of Illinois  
My Commission Expires 12/31/94

AMERICANMIDWEST BANK AND TRUST  
as Trustee as aforesaid and not individually

VICE PRESIDENT AND TRUST OFFICER

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

Subscribed and sworn to before me  
16th Day of July 19 92  
Candelario Esquivel  
NOTARY PUBLIC

