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STATE OF ILLINOIS )  
COUNTY OF COOK )

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

EDDIE JACKSON,  
Plaintiff,  
vs.

A&D FOOD MART, INC.; ANANIAS  
GRANGER; CHICAGO TITLE AND TRUST  
COMPANY; NORTHERN TRUST COMPANY;  
UNITED STATES OF AMERICA; A&R  
FOOD & LIQUORS, INC., and  
UNKNOWN OWNER,

Defendants

No.

93CH 04782

DEPT-01 RECORDING \$33.50  
T#8888 TRAN 7730 07/28/73 07:28:00  
K8130 # 93-586458  
COOK COUNTY RECORDER

**EDDIE JACKSON'S VERIFIED COMPLAINT  
FOR FORECLOSURE OF MORTGAGE**

Plaintiff, Eddie Jackson, by his attorneys, Mark S. Dym and Gessler, Flynn, Fleischmann, Hughes & Socol, Ltd., and pursuant to Illinois Revised Statutes, Ch. 110, §§15-1101 et seq., chapter 26, §§3-101 et seq., and other bases, complains against defendants as follows:

1. Plaintiff is a resident of Portland, Oregon.
2. Defendant A&D Food Mart, Inc. is an Illinois corporation with its principal place of business in Chicago, Illinois.
3. Defendant, Ananias Granger, is an Illinois resident.
4. The real estate which is the subject of a Real Estate Sales Contract dated May 10, 1985 and is the basis for this complaint is commonly known as 454 West Division, Chicago,

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Illinois. (The contract is attached to and incorporated as Exhibit A).

5. Defendants, Chicago Title and Trust, Northern Trust and United States of America and A&R Food & Liquors, Inc. have filed various interests in said property subsequent to the execution of Exhibit A, or are tenants on said property.

## COUNT I - MORTGAGE FORECLOSURE

6. Plaintiff realleges paragraphs one through 5 of Count I as paragraph 6 of Count II.

7. Exhibit A provides in pertinent part for "the balance of \$55,000 to be payable in equal monthly installments amortized..." (Paragraph 3(b) of Contract).

8. Defendant, A&D Food Mart has failed to make most of said payments and is in breach of the Real Estate Contract.

9. Information concerning this contract, property and delinquency are noted below:

a. Real Estate Contract dated May 10, 1985

b. Legal Description:

LOT 3 in the subdivision of Lots 2, 3 and 4 in Butterfield's Addition to Chicago in the West 1/2 of the North West 1/4 And the Southeast and the Southeast 1/4 of the Northwest 1/4 of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

c. Mortgage Dated March 20, 1990 and recorded July 11, 1990 as Document 90331748 made by A&D Food Mart, Inc. to Northern Trust Company to secure a Note for \$150,000.

d. Trust Deed dated July 10, 1985 and recorded July 16, 1985 as Document 85104203 made by A&D Food Mart, Inc. to Chicago Title and Trust Company to secure a Note for \$55,000;



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- e. Security Interest of Northern Trust Company in certain described chattels on land and filed on April 12, 1990 as 90407860.
- f. Federal revenue lien for United States of America recorded November 5, 1992 as Document No. 92823803 in the amount of \$36,875.62.
- g. Contractual delinquency and interest in the amount of \$51,697.55.
- h. Present Owner: A&D Food Marts, Inc.
- i. All persons or entities who are joined as defendants have been identified. A&R Food & Liquors, Inc. is a tenant on said premises.
- j. Ananias Granger is personally liable pursuant to Real Estate Contract.
- k. Plaintiff seeks inclusion in the decree attorneys' fees, costs and expenses in prosecuting this action.
- l. All pertinent notices have been sent.
10. Plaintiff states that in addition to the persons designated by name there are other persons who may have an interest in this action and who have or claim some right, title, interest or lien in, to or upon the real estate, or some part thereof, in this complaint; that the name of such other persons interested in this action is unknown to plaintiff, and upon diligent inquiry cannot be ascertained, and all such persons are, therefore, made party defendants by the name and description of Unknown Owners.

WHEREFORE, Eddie Jackson prays for:

1. Judgment to Foreclose Mortgage;
2. For a personal deficiency judgment;
3. Foreclosure on lease with tenant, A&R Food & Liquors, Inc.; and

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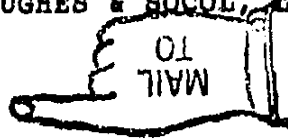
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4. For a judicial sale of the mortgaged real estate.

*via*

Attorneys for Plaintiff  
Eddie Jackson

Mark S. Dym  
GESSLER, FLYNN, FLEISCHMANN, HUGHES & SOCOL, LTD.  
Three First National Plaza  
Suite 2200  
Chicago, Illinois 60602  
(312) 587-0100



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## VERIFICATION

EDDIE JACKSON states that he has read the foregoing, Eddie Jackson's Verified Complaint for Foreclosure of Mortgage and that it is true and correct to the best of his knowledge and belief.

*Eddie Jackson*

EDDIE JACKSON

SUBSCRIBED and SWORN TO  
before me this 18<sup>th</sup> day of  
May, 1993.

*John D. McCall*

Notary Public  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 11-11-97

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 2007.

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CHICAGO TITLE INSURANCE COMPANY - ILLINOIS FORM 61

## Real Estate Sale Contract



1. A & D Food Mart, Inc. (Purchaser) agrees to purchase at a price of \$ 80,000.00 on the terms set forth herein, the following described real estate in Cook County, Illinois and the business known as Sherm's Groceries,

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commonly known as 454 West Division, Chicago, Illinois, and with approximate lot dimensions of as per survey, together with the following property presently located thereon: The list of all personal property, including the inventory and equipment in the store being sold, is to be attached hereto. The conveyance of the personal property shall be by proper bill of sale. That seller agrees to maintain existing inventory.

2. Shord Jackson (Seller) agrees to sell the real estate and the property described above, if any, at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser or nominee title thereto by a recordable warranty deed, with release of homestead rights, if any, and a proper bill of sale, subject only to: (a) covenants, conditions and restrictions of record, (b) private, public and utility easements and roads and highways, if any; (c) party wall rights and agreements, if any; (d) existing lease; (e) ~~any other interests in the property~~ (f) mortgage or trust deed specified below, if any; (h) general taxes for the year 1984 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year(s) 1985; and to XXXXXXXXXX

will pay the sum within 5 days, by May 8, 1985

3. Purchaser ~~deposits~~ \$1,000.00 as earnest money to be applied on the purchase price, and agrees to pay or satisfy the balance of the purchase price, plus or minus prorations, at the time of closing as follows: (strike language and subparagraphs not applicable)

(a) The payment of \$ XXXXXXXXXXXX

(b) The payment of \$ 24,000.00 and the balance payable as follows: Fifty-five Thousand Dollars (\$55,000) payable in equal monthly installments amortized over 20 years with an annual interest rate on the unpaid balance ~~XXXXXXXXXXXX~~ at the rate of 10% ANNUAL of the unpaid balance,

to be evidenced by the note of the purchaser (grantee), providing for full prepayment privileges without penalty, which shall be secured by a part-purchase money mortgage (trust deed), the latter instrument and the note to be in the form hereto attached as Schedule B, or, in the absence of this attachment, the forms prepared by Seller's attorney by a security agreement (as to which Purchaser will execute or cause to be executed such financing statements as may be required under the Uniform Commercial Code in order to make the lien created thereunder effective) and an assignment of rents, said security agreement and assignment of rents to be in the forms XXXXXX furnished to Seller an American Land Title Association loan policy insuring the mortgage (trust deed) issued by the Chicago Title Insurance Company; using forms 7 note and trust deed of Chicago Title and Trust Co.; that note and T.D. to be guaranteed by Anani Granger.

(c) The assignment of the title to the real estate by Purchaser, subject to a mortgage or trust deed of record securing a principal indebtedness (which the Purchaser (grantee) does not agree to assume) aggregating \$ XXXXXX at the time of closing, and the payment of a sum which represents the difference between the amount due on the indebtedness at the time of closing and the balance of the purchase price.

4. Seller, at his own expense, agrees to furnish Purchaser a current plat of survey of the above real estate made, and so certified by the surveyor as having been made, in compliance with the Illinois Land Survey Standards; that in the event that the seller has an old survey the buyer will accept certification that there has been no change.

5. The time of closing shall be on June 14, 1985 or on the date, if any, to which such time is extended by reason of paragraph 7 of the Conditions and Stipulations hereafter becoming operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of as agreed or of the mortgage lender, if any, provided title is shown to be good or is accepted by the purchaser.

6. Seller agrees to pay a broker's commission to None in the amount set forth in the broker's listing contract or as follows: 93586458

7. The earnest money shall be held by ~~XXXXXX~~ seller's attorney, Robert E. Parsons to be deposited in his escrow account at St. Paul Fed. Sa for the mutual benefit of the parties.

8. Seller warrants that Seller, its beneficiaries or agents of Seller or of its beneficiaries have received no notices from any city, village or other governmental authority of zoning, building, fire or health code violations in respect to the real estate that have not been heretofore corrected.

9. A duplicate original of this contract, duly executed by the Seller and his spouse, if any, shall be delivered to the Purchaser within 4 days from the date hereof, otherwise, ~~XXXXXX~~ this contract shall become null and void and the earnest money shall be refunded to the Purchaser.

10. In connection with the sale of the business, the seller shall comply with the Illinois Bulk Transfer Act. This contract is subject to the Conditions and Stipulations set forth on the back page hereof, which Conditions and Stipulations are made a part of this contract.

### EXHIBIT A

### Bulk Transfer Act.

Dated May 1, 1985

A & D Food Mart, Inc.  
Purchaser \_\_\_\_\_ (Address) \_\_\_\_\_  
By: Anani Granger  
Purchaser Anani Granger, agent \_\_\_\_\_ (Address) \_\_\_\_\_  
Anani Granger \_\_\_\_\_ (Address) \_\_\_\_\_  
Seller Anani Granger \_\_\_\_\_ (Address) \_\_\_\_\_

This form normally used for sale of property improved with improvements, consisting of four or more units or of commercial or industrial properties.

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## CONDITIONS AND STIPULATIONS

Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than 5 days prior to the time of closing, the plat of survey (if one is required to be delivered under the terms of this contract) and a title commitment for an owner's title insurance policy issued by the Chicago Title Insurance Company in the amount of the purchase price, covering title to the real estate on or after the date hereof showing title in the intended grantor subject only to (a) the general exceptions contained in the policy, (b) the title exceptions set forth above, and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller also shall furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the permitted exceptions in foregoing items (b) and (c) and unpermitted exceptions or defects in the title disclosed by the survey, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 2 below.

2. If the title commitment or plat of survey (if one is required to be delivered under the terms of this contract) discloses either unpermitted exception or survey matters that render the title unmarketable (as determined by the title insurer), Seller shall have 10 days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects, and, in such event, the time of closing shall be 35 days after delivery of the commitment or the time expressly specified in paragraph 5 on the front page hereof, whichever is later. If Seller fails to have the exceptions removed or correct any survey defects, or, in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within the specified time, Purchaser may terminate this contract or may elect, upon notice to Seller within 10 days after the expiration of the 30-day period, to take title as if then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not elect, this contract shall become null and void without further action of the parties.

3. Rents, premiums under assignable insurance policies, water and other utility charges, fuels, prepaid service contracts, general taxes, accrued interest mortgage indebtedness, if any, and other similar items shall be adjusted ratably as of the time of closing. If the amount of the current general taxes is then ascertainable, the adjustment thereof except for that amount which may accrue by reason of new or additional improvements shall be on the basis the amount of the most recent ascertainable taxes. The amount of any general taxes which may accrue by reason of new or additional improvements shall be adjusted as follows:

All prorations are final unless provided otherwise herein. Existing insurance policies, if any, shall then be assigned to Purchaser. Seller shall pay the amount of any stamp tax imposed by State law on the transfer of the title, and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois, and shall furnish declaration signed by the seller or the seller's agent or other person or persons established by any local ordinance with regard to a transfer transaction tax. Such tax required by local ordinance shall be paid by the Purchaser.

4. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.

5. If this contract is terminated without Purchaser's fault, the earnest money shall be returned to the Purchaser, but if the termination is caused by Purchaser's fault, then at the option of the Seller and upon notice in the Purchaser, the earnest money shall be forfeited to the Seller and applied first to the payment of Seller's expenses and then to payment of broker's commission, the balance, if any, to be retained by the Seller as liquidated damages.

6. At the election of Seller or Purchaser upon notice to the other party not less than 5 days prior to the time of closing, this sale shall be closed through an escrow with Chicago Title and Trust Company, in accordance with the general provisions of the usual form of Deed and Money Escrow, as then in use by Chicago Title and Trust Company, with such special provision inserted in the escrow agreement as may be required to conform with this contract. Upon the creation of such an escrow, any thing herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and this contract and the earnest money shall be deposited in the escrow. The cost of the escrow shall be divided equally between Seller and Purchaser. (Strike paragraph if inapplicable.)

7. Time is of the essence of this contract.

8. Any payments herein required to be made at the time of closing shall be by certified check or cashier's check, payable to Seller.

9. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a not registered or certified mail, return receipt requested, shall be sufficient service.

10. That the seller shall have the right to remain on the premises 60 days after closing without any use and occupancy.

11. That the buyer shall pay the taxes and insurance as they become due and shall provide the seller with copies of the paid bills annually.

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