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ARTICLES OF AGREEMENT FOR TRUSTEE'S DEED

Articles of Agreement made this 11th day of January, 1993, 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 DANIEL SANCHEZ, JR.

(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:

1837 W. Fulton, Chicago, Illinois 60612

and legally described as:

The West 3 inches of Lot 14 and all of Lot 15 in Block 46 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 17-07-409-009

COOK COUNTY RECORDING
17-07-409-009
COOK COUNTY RECORDER

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 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 1992 and subsequent years;
- g. Party wall rights and agreements, if any;
- h. Roads, highways and easements;
- i. All encumbrances, mortgages, liens, judgments 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 Trust Special, 6204 W. Irving Park Road, Chicago, Illinois 60634

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 Forty Five Thousand Dollars (\$145,000.00).

in the following manner: Five Thousand Dollars (\$5,000.00) upon the execution hereof, receipt of which is hereby acknowledged by the beneficiaries of said trust and

One Hundred Forty Thousand (\$140,000.00) Dollars at the rate of 10% per annum with monthly payments of interest only in the amount of \$1,166.67 beginning March 1, 1993 with a final payment due of the entire principal balance and all accrued interest on January 30, 1994.

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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 the 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

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is a clean, slightly and healthily condition, and Purchaser agrees to pay to such holder 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, slightly, and healthy condition; or (b) notify the Purchaser to make such repairs and to place said premises in a clean, slightly, 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 Purchasers.

~~of _____ Dollars, Purchasers 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 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 to an amount equal to the difference between the unpaid amount of the purchase price and the unpaid amount of principal 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 _____~~

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 _____ shall be sufficient service thereof.

See Riders A, B and C attached hereto and made a part hereof.

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.

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[Handwritten Signature]

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

By *[Handwritten Signature]* VICE PRESIDENT
Attest *[Handwritten Signature]* ASSISTANT CARRIER

PURCHASER

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RIDER A TO THAT CERTAIN ARTICLES OF AGREEMENT FOR TRUSTEE'S DEED BETWEEN MIDWEST BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 80-05-3340 AS SELLER AND DANIEL SANCHEZ, JR. AS PURCHASER, COVERING THE PROPERTY LOCATED AT 1837 W. FULTON, CHICAGO, ILLINOIS

(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 into an escrow to be established by Seller, as well as depositing, with Seller, the total tax credit received by Purchaser at closing to insure payment of taxes when due. *Said Escrow Tax Payment to begin 1 month after Purchase closes on his part.*

(B) The Purchaser shall pay interest from the date of closing to January 31, 1993 at the rate called for herein.

(C) There shall be a late charge of \$50.00 per month for any payment received after the 15th of the month in which it is due.

(D) In the event the entire principal balance has not been paid on or before January 30, 1994, the interest rate on the unpaid balance shall increase to 14% per annum.

(E) Purchaser shall assume and pay all liability insurance due on the premises from the date of closing.

(F) See Below.

(G) See Below.

MIDWEST BANK AND TRUST CO.
as Trustee aforesaid and not
Individually

X Daniel Sanchez Jr.
Purchaser

By: *Argelia McAllen*
Assistant Trust Officer

Purchaser

Robert J. [Signature]
Assistant Secretary

(F) Seller agrees to continued legal action (at Seller's Expense) to lower the real estate taxes on the subject building.

(G) Any tax escrow deficiency shall be paid into the escrow account at the closing of Purchaser's home.
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THE STATE OF ILLINOIS
COUNTY OF COOK
IN SENATE
JANUARY 11, 1900
REPORT OF THE
COMMISSIONERS OF THE
LAND OFFICE

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JAN 11 1900
CLERK OF COOK COUNTY

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RIDER B TO THAT CERTAIN ARTICLES OF AGREEMENT FOR TRUSTEE'S DEED BETWEEN MIDWEST BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 80-05-3340 AS SELLER AND DANIEL SANCHEZ, JR. AS PURCHASER, COVERING THE PROPERTY LOCATED AT 1837 W. FULTON, CHICAGO, ILLINOIS

This Rider is executed by N. R. Oyen and Barry W. Koller, who are hereby disclosed to be the beneficiaries of the title holding Trust, said beneficiaries representing that they have the Power of Direction in said Trust and that, they hereby undertake to convey or cause to be conveyed, the real property which is the subject of the Real Estate Installment Contract in accordance with its terms and conditions. They further expressly warrant that no notice from any city, village or other governmental authority of a Dwelling Code Violation which existed at the dwelling structure before the Installment Contract was executed has been received by the Contract Seller, his principal or agent, within 10 years of the date of execution of the Installment Contract.


N. R. OYEN


BARRY W. KOLLER

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RIDER C TO THAT CERTAIN ARTICLES OF AGREEMENT FOR TRUSTEE'S DEED BETWEEN MIDWEST BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 80-05-3340 AS SELLER AND DANIEL SANCHEZ, JR. AS PURCHASER, COVERING THE PROPERTY LOCATED AT 1837 W. FULTON, CHICAGO, ILLINOIS

ASSIGNMENT OF RENTS

IN ADDITION to the Covenants and Agreements herein contained, Purchaser, in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto Midwest Bank and Trust Company as Trustee under Trust Number 80-05-3340 (Seller), all the rents, earnings, income, issues and profits of and from the real estate and premises hereinafter described which are now due and which may hereafter become due, payable or collectible under or by virtue of any lease, whether written or verbal, or any letting of, possession of, or any agreement for the use or occupancy of, any part of the real estate and premises hereinafter described, which said Purchaser may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by the Seller under the powers hereinafter granted to it; it being the intention hereof to hereby make and establish an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits thereunder, unto the Seller herein, all relating to the real estate and premises situated in the County of Cook, and described as follows: to-wit:

The West 3 inches of Lot 14 and all of Lot 15 in Block 46 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 17-07-409-009

Commonly known as: 1837 W. Fulton, Chicago, IL

This assignment shall not become operative until a default exists in the payment of principal or interest or in the performance of the terms or conditions contained in the Articles of Agreement to which this is attached.

Without limitation of any of the legal rights of Seller as the absolute assignee of the rents, issues, and

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profits of said real estate and premises above described, and by way of enumeration only, Purchaser hereby covenants and agrees that in the event of any default by the Purchaser under the said Articles of Agreement above described, the Purchaser will whether before or after the obligation secured herein is or are declared to be immediately due in accordance with its terms or whether before or after the institution of any legal proceedings to enforce, or before or after any sale therein, forthwith, upon demand of Seller, surrender to Seller and Seller shall be entitled to take actual possession of, the said real estate and premises hereinabove described, or of any part thereof, personally or by its agents or attorneys, as for condition broken, and, in its direction, may with or without force and with or without process of law, and without any action on the part of the holder or holders of the indebtedness secured herein, enter upon, take, and maintain possession of all or any part of said real estate and premises hereinabove described together with all documents, books, records, papers, and accounts of Purchaser relating thereto, and may exclude the Purchaser, its agents, or servants, wholly therefrom, and may, in its own name, as assignee under this assignment, hold, operate, manage and control the said real estate and premises hereinabove described, and conduct the business thereof, either personally or by its agents and may, at the expense of the property, from time to time, either by purchase, repair, or construction, make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said real estate and premises as to it may seem judicious, and may insure and reinsure the same, and may lease said property in such parcels and for such times and on such terms as to it may seem fit, including leases from terms expiring beyond the maturity of the indebtedness secured herein, and may cancel any lease or sub-lease for any cause or on any ground which would entitle the Purchaser to cancel the same, and in every such case the Seller shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof, as it shall deem best, and the Seller shall be entitled to collect and receive all earnings, revenues, rents, issues, profits, and income of the same, and any part thereof, and, after deducting the expenses of conduct in the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance, and prior or proper charges on the said real estate and premises, or any part thereof, including the just and reasonable compensation for the services of the Seller and of its attorneys, agents, clerks, servants, and others employed by it, properly engaged and

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employed, for services rendered in connection with the operation, management, and control of the property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify the Seller against any liability, loss, or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Seller hereunder, the Seller may apply any and all moneys arising as aforesaid:

(1) To the payment of interest on the principal and overdue interest on the obligations secured herein, at the rate therein provided; (2) to the payment of the interest accrued and unpaid on the said note or notes; (3) to the payment of the principal of said note or notes from time to time remaining outstanding and unpaid; (4) to the payment of any and all other charges secured by or created under the said obligation above referred to; and (5) to the payment of the balance, if any, after the payment in full of the items hereinbefore referred to in (1), (2), (3) and (4) to the Purchaser.

This instrument shall be assignable by Seller, and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.

The failure of Seller, or any of its agents or attorneys, successors or assigns, to avail itself or themselves of any of the terms, provisions, and conditions of this agreement for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of its, his, or their rights under the terms hereof, but said Seller, or its agents or attorneys, successors or assigns shall have full right, power and authority to enforce this agreement, or any of the terms, provisions, or conditions hereof, and exercise the powers hereunder at any time or times that shall be deemed fit.

The payment of the sums due shall ipso facto operate as a release of this Assignment.

X David Smith

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