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TRUSTEE'S DEED

In the Article of Agreement made this day of June, A.D. 1995, between MAYWOOD PROVOSTATE BANK, not individually but jointly as Trustee under Trust Agreement dated July 10, 1992, and known as Trust No. 9191, hereinafter called the Title Holder, and BRENDAN BROWN and HOMER PATEK, hereinafter called Purchaser.

hereinafter called Purchaser.

## WITNESSETH:

That if the Purchaser shall fail make all the payments and perform all the covenants and agreements in this instrument required to be made and performed by said Purchaser, at the time and in the manner hereinabove 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 415 3rd Street, Avenue, Bellwood, Illinois, 60104, and legally described as follows:

### LOT 9 (EXCEPT THE SOUTH 40 FEET AND EXCEPT THE NORTH 40 FEET) IN BLOCK 6 IN WILLIAM B. WALBARTH'S SUBDIVISION OF PART OF THE WEST 17 CHAINS AND 2 LINKS OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.L.N. 15-10-301-004

6194876 10/1/95

together with all buildings and improvements thereon, if any SUBJECT TO the following liens or encumbrances:

- a. Rights of claim in parties in possession not shown of record, questionnaire survey and existing leases; Harry, Michaela, Irene, notified or where no notification thereof appears of record;
- b. Special assessments or taxes now due or falling due after date hereof, and special assessments or taxes not confirmed by a Court of Record;
- c. Building, building, time and use or occupancy restrictions, conditions and covenants of record;
- d. Building, building, time and use or occupancy restrictions, conditions and covenants of record;
- e. Zoning and building laws or ordinances;
- f. Taxes for the year 1994 and subsequent years;
- g. DEPT-01 KEY 000106 322.00
- h. Party wall rights and agreements, if any;
- i. Roads, highways and easements;
- j. All encumbrances, mortgages, deeds, instruments and restrictions of record; CEDAR COUNTY RECORDERS;
- k. Violation of or liability arising under the Statute of Distress relating to alcoholic liquors approved January 31, 1934, or any Act amendatory thereof;
- l. Acts done or suffered by the Purchaser or anyone claiming by, through or from the Purchaser;
- m. Purchaser covenants and agrees to pay to Daniels and Patek, c/o Daniels Realty Shop, 1209 3rd Street, Maywood, IL 60153, or to the beneficiary or beneficiaries of the Title Holder, or to such person as the Title Holder or the beneficiaries may from time to time designate in writing, the sum of Eighty-Two Thousand Nine-Hundred and No/100 Dollars (\$82,900.00), in the following manner: Seventeen-Thousand Nine-Hundred and no/100 dollars (\$17,900.00), upon the execution hereof, receipt of which is hereby acknowledged by the beneficiaries of said trust, and

BALANCE IN MONTHLY INSTALLMENTS COMMENCING MAY 1, 1995, IN THE SUM OF \$523.01, OR MORE, PER MONTH, INCLUDING INTEREST AT THE RATE OF 9% PER ANNUM ON THE BALANCE FROM TIME TO TIME OUTSTANDING, AND \$523.01, OR MORE ON THE 1ST DAY OF EACH MONTH THEREAFTER, EXCEPT FINAL PAYMENT IF NOT SOONER MADE SHALL BE DUE ON THE 1ST DAY OF OCTOBER, 1996.

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 Title Holder, its Trustee, have been paid in full, Title Holder shall upon receipt of a proper written direction from 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 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 sublessee, 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.

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the last two years, the number of new cases has increased by 10% each year. The total number of new cases in 2010 was approximately 100,000.

the time when the first specimens were taken, the author had no opportunity to observe any other species of *Phalaris* in flower.

The first parameter,  $\theta_1$ , is defined by the relationship of any of the observations and the corresponding theoretical values. The second parameter,  $\theta_2$ , is defined by the relationship of any of the observations and the corresponding theoretical values.

the following year, he was appointed to the post of professor of mathematics at the University of Cambridge.

11. The principal or agent may be liable to the trustee under the terms of the trust agreement for any breach of fiduciary duty or expense.

on the other hand, the second part of the present paper describes the results of the more general approach of the same pair of authors.

9. In the case of the failure of the distributor or the distributor's parts supplier, and provided that at the time of failure distributor has given notice to the distributor's parts supplier of the distributor's failure to pay the distributor's bills, the distributor may terminate the distributor's parts supplier's contract by giving notice to the distributor's parts supplier.

Office  
A. During the existence of this agreement, the parties will make no change in their organization, personnel, or methods of operation which would affect the performance of services required under this agreement, without the written consent of the other party.

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the clean, sanitary and healthy condition and to cause the same to be kept in the condition of the Title Holder, or to make such additional purchases after the said premises, the expenses of the beneficiaries of the Title Holder to include the said repairs and to restore the said premises in a clean, sanitary, and healthy condition; or (b) notify the Purchaser to make such repairs and to place said premises in a clean, sanitary, 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 the 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 payment and deduct such payment made from the existing balance due on the Contract for Trustee's Deed or deduct from the monthly payments due hereunder. Title Holder's beneficiary shall exhibit receipt for payment made to any mortgagor upon reasonable request of Purchaser.

18. It is understood and agreed that when Purchaser shall have paid the purchase price down to the sum of \$10,000.00, the Purchaser shall be entitled to receive a Trustee's Deed, as hereinabove provided, conveying the said real estate to them, subject to the covenants hereinbefore specified, and to any mortgages or mortgagors, trust deed or trust deeds and assignments of rent then of record, which mortgagor or mortgagors, trust deed or trust deeds, Purchasers shall assume and agree to pay and Purchaser shall file to Title Holder, his beneficiaries or their assignees a purchase money mortgage or trust deed and note to be executed 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 now or the mortgage or mortgagor, trust deed or trust deed 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 payment required herein, if no mortgage exists, or equal to the difference between the payments herein provided and the sum of money required to be paid monthly for principal and interest on the balance of mortgage or trust deed or trust deed 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 12% per annum on the principal sum remaining from time to time unpaid.

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 or beneficial interest in Title Holder without the consent of the Purchaser, 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 purpose. 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 holder, 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 444 Madison Street, Maywood, Illinois or to the Purchaser at \_\_\_\_\_ shall be sufficient service thereof.

23(a). In addition to the monthly installments as called for herein, Purchaser shall deposit with Title Holder's beneficiary, an amount equal to one-twelfth (1/12) the annual real estate taxes and insurance premiums on the aforesaid premises, to be paid at the same time that the monthly installment as called for herein is due. Said sum shall be held by Title Holder's beneficiary without interest and used to pay real estate taxes and insurance premiums when due. A default on the payment of insurance and taxes when due shall have the same legal consequences as the default on the payment of the purchase price.

23(b). The Title Holder shall have the right to charge a late fee of \$50.00 for any payment due herein which is made after the 7th day of the month.

23(c). The Purchaser's covenant and agree to make a Bonafide mortgage application no later than April 1, 1996, and the Title Holder shall use its best efforts to assist the Purchaser in their attempt to obtain a mortgage. In the event the Purchaser are unable to obtain a mortgage, the Title Holder agrees to extend the terms of these Articles for an additional 6 months, or until April 1, 1997.

24. This Agreement is executed by the undersigned, MAYWOOD PROVINCIAL STATE BANK not individually but solely as Trustee as aforesaid, and said Trust Agreement is hereby made a part hereof and any claim 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 understandings and agreements herein made are made and intended not as personal understandings 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 to 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 MAYWOOD PROVINCIAL STATE BANK is hereby expressly waived by the parties hereto and their respective successors and assigns.

25. The undersigned, MAYWOOD PROVINCIAL STATE BANK, does hereby acknowledge that the undersigned is the Trustee as aforesaid and not individually.

John G. Barnes, Jr.  
BY: John G. Barnes, Jr., TRUST OFFICER

MAIL TO:  
Box 3

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OCT 19 1995

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Received on the within Contract  
the following sums.

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the following sums:

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