

AFFIDAVIT

CECIL R. FIELDS and JUANITA M. FIELDS, being duly sworn on oath, depose and state as follows:

1. We are the purchasers under certain Articles of Agreement made the 23rd day of December 1960 between PHILIP Y. SCHWARTZ, IDELLE C. SCHWARTZ, D. B. GLICKMAN, EVA S. GLICKMAN, MORRIS YASNOFF and GERTRUDE YASNOFF, as Sellers, and CECIL R. FIELDS and JUANITA M. FIELDS, his wife, as Purchasers, of the property legally described as follows:

The West 40' of Lots 9, 10 and 11 in Block 3 in the Subdivision of the North half of the South East Quarter of the South East Quarter of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, being the property commonly known as:

PIN 20-23-413-007
6921-25 South Dorchester Avenue
Chicago, Illinois

2. The Articles of Agreement referenced above were recorded with the Cook County Recorder as No. 18114813.

3. Inez Coward was an additional purchaser of the subject property but she became deceased and left a husband and two sons surviving her. Her husband disclaimed his interest in the probate estate. The interest of the youngest son, Peter Nelson, was quit claimed to William James Coward. William James Coward executed a quit claim deed to the favor of Cecil R. Fields and Juanita M. Fields.

4. The contract required payment of \$209.92 until the amount of \$21,500.00 was paid. The Contract Sellers of the property, D. B. GLICKMAN, PHILIP Y. SCHWARTZ, GERTRUDE YASNOFF, IDELLE C. SCHWARTZ, EVA S. GLICKMAN and MORRIS YASNOFF, based upon information and belief, are deceased.

5. EVA S. GLICKMAN died a resident a City of Chicago on May 17, 1992. Her Will was probated and the Petition for Probate of Will shows that no real property was owned by her at the time of her death. The whereabouts of D. B. GLICKMAN, GERTRUDE YASNOFF, PHILIP Y. SCHWARTZ, IDELLE C. SCHWARTZ and MORRIS YASNOFF are unknown, however, it is believed that they are all deceased.

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Property of Cook County Clerk's Office

6. At the time of the initiation of the Articles of Agreement between the parties hereto, CECIL R. FIELDS and JUANITA M. FIELDS deposited \$1,000.00 which is reflected in the contract. In March 1961 an additional \$6,500.00 was deposited at the closing of this Articles of Agreement and the balance under the contract in the amount of \$21,500.00 was to be paid on a monthly basis from April 20, 1961 until the balance was paid.

7. On a monthly basis, the principal and interest in the amount of \$209.92 had been forwarded to the Sellers from April 20, 1961 through 1975 and payments of \$200.00 per month continued after 1975 until 1980 until it was discovered that CECIL R. FIELDS and JUANITA M. FIELDS had paid in excess of the amounts required under the contract and at that point the payments stopped.

8. Since 1930 your affiants have never received any information from the Sellers under the contract indicating that any payments were not made or that any additional monies were due and owing. When your affiants attempted to find the Sellers in order to obtain a Deed they were unable to do so since the Sellers had moved and/or were deceased.

9. Your affiants had a contract interest and quit claim deed interest in the above property and ~~have continued to reside on the premises~~, collect rent, manage and maintain the premises at 6921-25 South Dorchester Avenue, Chicago, Illinois in an open, notorious, exclusive and hostile manner for a time period which is 23 years after the contract would have come due under its own terms.

10. The Sellers failed and refused to issue title to your affiants despite the fulfillment of the terms and conditions of the Articles of Agreement as attached hereto.

11. Your affiants have exercised control over and have collected rents on the premises at 6921-25 South Dorchester in excess of 20 years after the payment of the sums required under the Articles of Agreement. The Defendants possession was hostile, actual, visible, notorious and exclusive of any interest of the Sellers, D. B. GLICKMAN, PHILIP Y. SCHWARTZ, GERTRUDE YASNOFF, IDELLE C. SCHWARTZ, EVA S. GLICKMAN and MORRIS YASNOFF.

12. No effort has ever been made by the Sellers to foreclose the interest by the Purchasers or to file a claim in Court as to any alleged outstanding balance under the Articles of Agreement, as aforesaid as all payments have been made.

13. For a time period, at least from 1989 and for a period substantially prior to 1989, your affiants were in actual control of the land described as 6921-25 South Dorchester Avenue, Chicago, Illinois and legally described aforesaid under the claim and color of the title given under the Articles of Agreement and agreement to convey Quit Claim Deed referred to aforesaid and your affiants have, for a period in excess of seven (7) successive years, continued in such control and also, during that time, have paid all taxes legally assessed on the aforesaid lands and tenements.

14. That all such payment of taxes as made by the affiants has never been objected to by the Sellers, D. B. GLICKMAN, PHILIP Y. SCHWARTZ, GERTRUDE YASNOFF, IDELLE C. SCHWARTZ, EVA S. GLICKMAN and MORRIS YASNOFF.

15. Your affiants have been unable to obtain a Deed from the Sellers for the property at 6921-25 South Dorchester Avenue, Chicago, Illinois. This Affidavit is being made to Land Title Insurance Company for the purposes of inducing Land Title Insurance Company to issue their Owners Policy upon the sale of the aforesaid premises. Your affiants, by this documentation, will obligate themselves to hold Land Title Company from any claim by any other person claiming title to aforesaid premises.

16. That neither IDA E. PRWITT, apparent purchaser under a land contract recorded as Document No. 16777463 nor anyone claiming by or through has ever occupied or possessed or made any claim to the subject land since prior to 1960 when your affiant obtained possession of the land from the title holders.

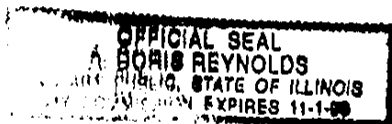
17. Further your affiant sayeth not.

X *Cecil R. Fields*
CECIL R. FIELDS

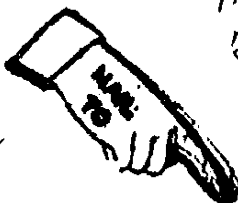
X *Juanita M. Fields*
JUANITA M. FIELDS

SUBSCRIBED AND SWORN TO before me this 17th day of October, 1997.

Boris Reynolds
Notary Public



THIS DOCUMENT PREPARED BY AND MAIL TO



JOHN T. CARR, ESQ
100 W. MONROE

CHICAGO, IL
60603