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CONTRACT TO ACCEPT DEED IN PAYMENT OF MORTGAGE DEBT

This CONTRACT TO ACCEPT DEED IN PAYMENT OF MORTGAGE DEBT is made and entered into this 22nd day of April, 1997, between CORUS BANK, N.A., formerly known as River Forest State Bank and Trust Company (Bank), and CORUS BANK, N.A., successor trustee to River Forest State Bank and Trust Company, Trustee under Trust Agreement dated November 24, 1992 and known as Trust Number 3879 (owner), and RONALD G. RADIC (beneficiary), (hereinafter owner and beneficiary are sometimes referred to jointly as Mortgagor):

WITNESSETH:

:	DEPT-01 RECORDING	\$31.00
:	T40004 TRAN 8932 05/09/97 10:40:00	
:	80291 * MH * -97-327651	
:	COOK COUNTY RECORDER	
:	DEPT-10 PENALTY	\$28.00

CORUS BANK, N.A., formerly known as River Forest State Bank and Trust Company is now the owner and holder of the mortgage indebtedness hereinafter described secured by two Mortgages executed by Mortgagor in favor of Bank as Mortgagee:

(1) Mortgage dated November 27, 1992, and recorded in the Recorder's Office of Cook County, Illinois, on December 22, 1992 as Document No. 92963389 (First Mortgage); and

(2) Home Equity Line of Credit Mortgage dated July 19, 1994 and recorded in the Recorder's Office of Cook County, Illinois, on September 7, 1994 as Document No. 94781271 (Second Mortgage),

both mortgages conveying the following described real estate, namely:

Lot 18 in Bruhns Subdivision of Block 22 (except the South 68.60 feet thereof) in Railroad Addition to Harlem, being a Subdivision of part of the South East 1/4 of Section 12, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

Permanent Tax Index Number 15-12-424-004-0000

Commonly known as 201 Brown Avenue, Forest Park, Illinois 60130

together with all buildings thereon situated and the appurtenances there unto belonging and appertaining (hereinafter Property).

Said indebtedness is evidenced by two Notes which are now held and owned by Bank and described in and secured by said mortgages:

Handwritten notes: 31.00, 28.00, \$59.00 with a circled 'A' below.

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(1) An Adjustable Interest Rate Note dated November 27, 1992 in the original principal sum of \$70,000.00, plus interest until paid (First Mortgage Note), which First Mortgage Note remains unpaid.

(2) A Home Equity Line of Credit Agreement and Disclosure Statement dated July 19, 1994 in the principal sum of \$22,000.00 (Second Mortgage Note), which Second Mortgage Note remains unpaid.

On October 31, 1995, Bank filed suit to foreclose on the First Mortgage and the Second Mortgage in the Circuit Court of Cook County, Illinois as case number 95 CH 10499. A judgment of Foreclosure and Sale was entered March 5, 1996. No Sheriff's Sale of the property has yet been held pursuant to that judgment.

Mortgagor desires to procure a cancellation and extinguishment of said First Mortgage, First Mortgage Note, Second Mortgage and Second Mortgage Note, and desires and has proposed to convey the above described Property and all of his right, title and interest therein to Bank in payment and satisfaction of said First Mortgage Note and Second Mortgage Note, and Bank is willing to accept and has accepted said proposition so made by Mortgagor on the condition that Bank is able to obtain clean, merchantable title to the Property in question free and clear of all liens and encumbrances of whatsoever kind and nature, except as agreed and listed herein.

In consideration of the mutual promises herein stated and for other good and valuable consideration, receipt of which is hereby acknowledged, Bank and the Mortgagor agree as follows:

1. Mortgagor will deliver to Bank keys and survey and warranties, if any, to appliances.

2. Mortgagor will execute this contract, necessary transfer declarations, a Bill of Sale conveying title to all appliances and fixtures on the Property, ALTA Statements, Personal Information Affidavit, an Affidavit of Title, and a Trustee's Deed bearing even date herewith conveying the Property to Bank and will deliver the executed documents to Frank R. Martin, Righimer Martin & Cinquino P.C., 135 S. LaSalle Street, Suite 1460, Chicago, Illinois 60603.

3. Bank agrees that upon receipt of the aforesaid documents, it will record said Trustee's Deed and cause an examination of title then to be made.

4. Mortgagor will vacate the Property and deliver possession thereof to Bank no later than May 31, 1997. On the date of possession, the Property will be in the same condition that it is as of the date of this Contract. Beneficiary shall be

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NO
STAG
FEES
WASHER
DRYER

OK

RJR OK

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responsible for payment of all utilities through the date of possession.

5. When Bank has received a title commitment showing clean, merchantable fee simple title to the Property in the name of Bank, free of liens and encumbrances of whatsoever kind and nature other than the First Mortgage, the Second Mortgage and unpaid real estate taxes for 1996 (first installment) and subsequent years (together Permitted Exceptions), and when Bank has obtained possession in accordance with paragraph 4 of this Contract, Bank will:

- (a) cancel the First Mortgage, Second Mortgage, First Mortgage Note and Second Mortgage Note;
- (b) record releases of said First Mortgage and Second Mortgage;
- (c) deliver the canceled documents to the Mortgagor c/o:

Corus Bank, N.A., successor Trustee
Trust No. 3879
7727 West Lake Street
River Forest, Illinois

Ronald G. Radic

- (d) retain the above-referenced deed.
- (e) vacate the judgment entered March 5, 1996 and dismiss the foreclosure suit pending in Cook County, Illinois as case number 95 CH 10499.

6. Bank will not pursue a deficiency claim against either Owner or Beneficiary on the First Mortgage Note or the Second Mortgage Note provided that Bank is able to obtain clean, merchantable title to the Property free and clear of any liens and encumbrances, except the Permitted Exceptions and Beneficiary delivers possession as set out in paragraph 4 thereof.

7. Bank shall have a reasonable time to obtain said clean merchantable title prior to delivering the canceled First Mortgage Note, Second Mortgage Note, First Mortgage and Second Mortgage to Mortgagor.

8. A merger of title in Bank is not intended by the parties hereto.

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9. If the title to the Property is subject to any liens or encumbrances of any kind whatsoever other than the Permitted Exceptions, or if Beneficiary fails to delivery possession as set out in paragraph 4 hereof, then said Bank within 90 days from the date of the commitment, may accept such title or shall cause to be executed and recorded a quit claim deed reconveying to Mortgagor all Mortgagor's interest in said Property which was conveyed by the aforesaid Warranty Deed in Lieu of Foreclosure, which deed shall be immediately filed for record; Mortgagor agrees to appoint the President or other Executive Officers of Bank as agent to accept delivery of and file said deed; and in the event that title is reconveyed to Mortgagor said First Mortgage, Second Mortgage, First Mortgage Note and Second Mortgage Note secured thereby and every obligation and liability to Bank under said First Mortgage Note, Second Mortgage Note, First Mortgage and Second Mortgage shall remain in full force and effect the same as though this agreement had never been entered into and Bank shall have the rights it had prior to the execution of this agreement.

10. All promises, undertakings and agreements of the parties hereto in respect to or relating to the subject matter of this agreement are expressed and embodied herein.

IN WITNESS WHEREOF, the parties have set their hands and feet in and year first above written. This document may be divided into counterparts.

CORUS BANK, N.A., formerly known as River Forest State Bank and Trust Company

BY [Signature] Assoc. Vice President

CORUS BANK, N.A., ^{fka} successor trustee to River Forest State Bank and Trust Company, Trustee under Trust Agreement dated November 24, 1992 and known as Trust Number 3879

By [Signature]
Trust Officer

ATTEST: [Signature]
Trust Officer
[Signature]
RONALD G. RADIC

This document is created by CORUS BANK, not individually, but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon CORUS BANK personally as Trustee, to sequester any of the earnings, profits, or proceeds of any real estate, personal property or for any agreement or for the value of any part of the trust property or for any agreement or for the value of any part of the trust property. CORUS BANK is hereby empowered by its public acts and their successors and assigns. All warranties, covenants, conditions and representations made by each kind are those of the Trustee, be real or personal, and shall not in any way be considered the responsibility and liability of CORUS BANK. This Trust Agreement and any other documents executed by CORUS BANK, as Trustee.

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TRUSTEE DOES NOT WARRANT AND INDEMNIFY

Prepared by Penny Land Rightmeyer Martin
135 S Casale #1460
Chicago IL 60603
Box 456
MAIL TO [Signature]

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