

**MEMORANDUM OF
ARTICLES OF
AGREEMENT FOR DEED**

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98085311

Articles of Agreement for Deed dated the 30th day of January, 1998, by Firststar Bank Illinois, Successor to Colonial Bank and Trust Company of Chicago UTA dated 12-19-88, Tr. #1487-C Seller, and FELICIA CONFRAY, Buyer, for the premises commonly known as 6100 West Diversey Street, Chicago, Illinois.

WITNESSETH:

Seller and Buyer have entered in Articles of Agreement for the Sale-purchase of the commercial building situated in the City of Chicago, County of Cook, State of Illinois, and legally described as follows:

Lots 107, 108 and 109 in Collins and Gauntlett's Diversey Avenue Subdivision in the South 1/2 of the Northwest 1/4 of Section 29, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. No. 13-29-126-039 and 042

The payments shall begin March 1, 1998 and shall end as provided in said Articles of Agreement.

Buyer may not grant Leases longer than one year.

WITNESS the hand of the parties hereto as of the date stated above.

SEE RIDER ATTACHED HERETO AND MADE A PART

BUYER:

[Signature]
Felicja Confray

SELLER:

Firststar Bank Illinois, Successor to Colonial Bank and Trust Company of Chicago UTA dated 12-19-88, Tr. #1487-C

By: *[Signature]*
Norma J. Haworth, Land Trust Officer

Attest: *[Signature]*
June M. Stout, Asst. Vice President
Subscribed before me by said Norma J. Haworth and Norma J. Haworth on this 30th day of January, 1998.

Subscribed before me by said Felicia Confray on this 30th day of January, 1998.

CHRIST G. MARINAKIS
NOTARY PUBLIC
January 9, 1998

OFFICIAL SEAL
Mary P. Fiegel
Notary Public, State of Illinois
My Commission Expires 09-18-2001

This instrument was prepared (and mailed) by Christ G. Marinakis - 77 W. Washington Street, Suite 517, Chicago, Illinois 60602



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GENERAL DOCUMENT EXONERATION RIDER

The foregoing instrument is executed by **FIRSTAR BANK ILLINOIS**, not personally but as Trustee under Trust No. 1437-C as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said instrument shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any promises, agreements or covenants or to honor any warranties or representations, either expressed or implied, including but not limited to warranties (including but not limited to warranties of title, physical condition, environmental condition, merchantability, and fitness for particular purpose), indemnifications (including but not limited to indemnifications for injury to persons or property, for environmental liability, and for liability or damages resulting from or relating to claims or matters of any nature whatsoever), and hold harmless representations in said instrument (all such liability, if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the instrument to which it is inserted or attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

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