## 42540UNOFFICIAL COPY

## MEMORANDUM OF INSTALLMENT AGREEMENT FOR WARRANTY DEED

This MEMORANDUM is being recorded in the office of the Recorder of Deeds of Cook County, Illinois, to impart constructive notice upon all parties taking an interest in and to the real estate described below following the recording of this document.

The undersigned have entered into an Installment Agreement for Trustees Deed for the property located at and commonly known as follows:

LOT 4 IN BLOCK 7 IN ENGLEWOOD HEIGHTS, A RE-SUBDIVISON OF WRIGHT'S SUBDIVISION OF THE NORTH ½ OF THAT PART OF THE EAST ½ OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EAST OF THE PITTSBURGH, CINCINNATI AND ST. LOUIS RAILROAD, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS:	1927 West 87 <sup>th</sup>	<sup>1</sup> Street, Chicago,	Illinois 60620
<i>(-</i>			(1/201/
P.I.N. NO.: 25-06-200-	-012	4250	1024-401/1

The parties acknowledge that Buyer shall have an unlimited prepayment privilege

throughout the term of this Agreement.

20426703

99826703

1394/0080 16 001 Page 1 of 1
1999-08-30 11:39:53
Cook County Recorder 1999 43.50

Seller: Nation AVP/Trust Officer Date: Founders Bank, as Trustee, u/t/a

Dated 7/13/95 a/k/a Trust-NO. 5-1147.

Buyers:

∠eroy Victor Portis

Date:

8-26-99

Prepared By+ Mareto Gerald Prendergast 10032-S. kedzie Evergreen Park, 2e 6080S It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary not withstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings, and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own rights, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Founders Bank or any beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.