

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
MARKHAM OFFICE



April 23, 1999

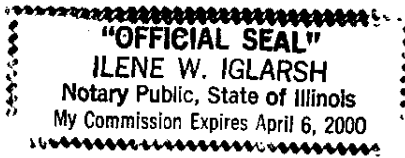
JUDGMENT OF LIEN

This judgment of lien is hereby filed against Grant Capitol Ltd., Timothy P. Grant, Standard Bank and Trust Company, the property known as 9737 S. Hoyne, Chicago, IL, 60643, and any/all parties/persons with interest in this property/all parties involved in the 1998 purchase of the property from the Summers parties, the sum of \$145,000.00 (one hundred forty five thousand dollars), to be recorded in favor of ROBERT T. SUMMERS for breach of contract: Articles 1 and 3 - Mr. Grant's refusal to honor Mr. Summers' offers to re-purchase the said property. Offers submitted December 2, 1998 and April 9, 1999.

Robert T. Summers BY
POWER OF ATTORNEY
Stephen H. Summers

Subscribed and Sworn to
Before me this 23rd day
Of April, 1999.

Ilene W. Iglarsh
NOTARY PUBLIC



ROBERT T. SUMMERS
2550 E. AMELIA
PHOENIX, AZ, 85016

UPG

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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M A R I A P A P P A S	C O O K C O U N T Y T R E A S U R E R
04/23/99 Receipt : XXXXXXXX	Employee : JULIE Page : 1

P I N : 25-07-120-010-0000 Volume : 000452

Address : NONE

Name : OLEARY BRIDGET & CATHY

Mailing : PO BOX A 3633/CHICAGO,IL 606903977

Legal Description :

Sub-Division Name : BAINS JOHN RESUB PT FOREST RIDGE

Legal : JOHN BAINS RESUB OF PART OF FOREST RIDGE SE A REC DATE: 02/16/1
 920 DOC NO: 06737662

ST-TN-RG	BLOCK	PT	LOT
07-37-14			0000175

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Property of Cook County Clerk's Office

EUGENE "GENE" MOORE
MARKHAM OFFICE

CONTRACT FOR SALE OF REAL PROPERTY

1. Stephen A. Summers is hereby given the right of first refusal for one (1) year regarding the purchase of 9737 South Hoyne, Chicago, Illinois 60643, from date of close of sale to Mr. Timothy P. Grant. (hereinafter referred to as "Mr. Grant") Mr. Summers/Summers parties/Stephen A. Summers, Catherine V. O'Leary, ~~Robert Summers~~ and Briget E. O'Leary/all successors/shall have, at their discretion the right and privilege to buy back the property known as 9737 South Hoyne, Chicago, Illinois 60643 for fair market value as determined by the appraisal of Mr. Summers/Mr. Grants lending institution, or by whatever method pleases the parties. Mr. Stephen A. Summers shall retain this right for one (1) year from date of close of sale as guaranteed by this contract. In the event that Timothy P. Grant secures a buyer, Mr. Summers shall be notified via registered mail or direct conversation and given ten (10) business days to match the offer of said buyer. Should any/all buyers secured by Mr. Grant, fail to complete the deal (after Mr. Summers has chosen not to counter-offer.) or back out of the deal this shall in no way void Mr. Summers' privileges/rights to the property. (Mr. Summers shall retain this right for one (1) year unless Mr. Grant completes deal with a new buyer. Mr. Summers will at no time lose his rights, no matter how many buyers bid, they must complete a deal to void this provision of this contract.

~~2. Mr. Grant will provide Mr. Summers with a written estimate of all repairs made to the property concerning damage caused by the city of Chicago and will keep as best as he can a record of those expenses for use by Mr. Summers in any future proceedings against the City of Chicago.~~

3. Mr. Grant will keep all details of any/all transactions with the Summers parties private whenever and wherever legally possible. Mr. Grant understands that this is a private sale between the Summers parties and himself and is not public information to any and all parties.

4. Mr. Grant will remove, replant and assist Mr. Summers with all specified plantings on the grounds of 9737 South Hoyne for thirty (30) days from date this contract is signed.

5. Mr. Grant shall forward all mail, including all mail sent to former tenants/friends/relatives of the Summers parties for one (1) year from date of close of sale.

6. Every clause of this contract is legal and binding by all parties once signed and notarized. Each clause of this contract is a separate legal contract and stands on its own. Should any clause of this contract be found illegal or unapplicable in court that shall by no means void any other clause or part of this contract.

HPB

(Legal Attached)

SELLERS:

STEPHAN A. SUMMERS
Address: 10534 S. MILWAUKEE
CHICAGO, ILL. 60655

[Handwritten signature]

Address: _____

ITEM #2 REVERSED
ITEM #4 COMPLETION
AS AGREED
TDC
S.A.S.

PURCHASER(S):

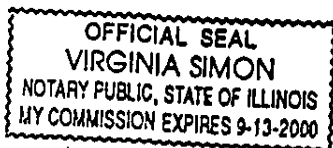
TIMOTHY P. GRANT
Address: 2103 S. WILSON
CHICAGO, ILL. 60617

[Handwritten signature]

Address: _____

SUBSCRIBED AND SWORN TO AND BEFORE
ME THIS 15TH DAY OF July, 1998.

[Handwritten signature]
NOTARY PUBLIC



JUDGEMENT
AGAINST
GRANT CAPITAL LTD
STANDARD BANK AND TRUST CO
TIMOTHY P. GRANT
\$145,000.00 FOR BREACH
OF CONTRACT, ARTICLE
1. AND 3., REFUSAL
TO HONOR REPURCHASE
OFFER OF \$160,100.00
SUBMITTED 12-2-98
AND OFFER OF
\$215,000.00, SUBMITTED
4-9-99
BY ROBERT T. SUMMERS
POWER OF ATTORNEY
STEPHAN A. SUMMERS.

DOED 4/23/99 →

[Handwritten signature]

