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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION

TALMAN HOME FEDERAL SAVINGS)
AND LOAN ASSOCIATION, as)
Successor to Talman Federal)
Savings and Loan Association,)

Plaintiff,)

vs.)

No. 85 CH 4514

STANLEY LULINSKI, SUSAN)
LULINSKI, REGISTRAR OF)
TORRENS TITLES OF COOK)
COUNTY, ILLINOIS, AND UNKNOWN)
OWNERS,)

Defendants.)

AGREEMENT FOR DEED
IN LIEU OF FORECLOSURE

THIS AGREEMENT is made and entered into this 12th day of
October, 1985 between TALMAN HOME FEDERAL SAVINGS AND LOAN
ASSOCIATION, as Successor to Talman Federal Savings and Loan
Association ("Lender") and Stanley Lulinski ("Debtor").

W I T N E S S E T H:

Lender is now the owner and holder of a Note dated
December 20, 1978 in the original principal amount of \$34,600.00
made by Debtor and secured by a Mortgage dated December 20, 1978
and recorded April 14, 1979 in the Office of the Registrar of
Torrens Titles in Cook County as Document No. LR 3084203 which
Mortgage conveyed the following described real estate, namely:

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Property of Cook County Clerk's Office

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Lot 9121 in Indian Hill Subdivision-Unit Number 9, being a Subdivision of the East 1/2 of the North West 1/4 of Section 31, Township 35 North, Range 15 East of the Third Principal Meridian, also the North West 1/4 of the North East 1/4 of Section 31, Township 35 North, Range 15 East of the Third Principal Meridian, according to plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on September 15, 1970, as Document No. 2521661, and Surveyor's Certificate of Correction thereof registered on October 9, 1970 as Document 2525473; commonly known as 22506 Brookwood Drive, Sauk Village, Illinois 60411

P.I. No. 23-31-106-001-0000

together with all buildings thereon situated and the appurtenances thereunto belonging and appertaining. Copies of the Note and Mortgage are attached hereto as Exhibits "A" and "B", respectively.

Debtor acknowledges that the monthly installment payments under said Note are delinquent, and as a result of Debtor's contractual delinquency, Lender filed its Complaint for Foreclosure of Mortgage in the Circuit Court of Cook County as Case No. 85 CH 4514

In its Complaint, Lender seeks, amongst other relief, a personal deficiency judgment against Debtor.

Debtor desires to avoid the entry of a personal deficiency judgment and has proposed a Deed in Lieu of Foreclosure and Lender is willing to accept said Deed in Lieu of Foreclosure.

NOW THEREFORE, in consideration of the foregoing premises, and the covenants and conditions hereinafter, Lender and Debtor agree as follows:

1. Lender agrees to accept Debtor's Deed in Lieu of Foreclosure, executed simultaneously herewith, and hereby agrees

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to waive any in personam deficiency judgment which may arise in the above-entitled cause.

2. Debtor, his heirs, devisees and assigns do hereby release Lender, all agents, officers, attorneys and successors of Lender, from any and all liability, manner of actions, causes, claims, suits, debts, sums of money, accounts, reckonings, covenants, controversies, agreements, promises, demands or obligations arising from this Agreement or said property in whatsoever manner.

3. This Agreement represents the full and final written expression of the parties and may not be modified except by subsequent agreement in writing. The undersigned parties acknowledge that they have had an opportunity to review the foregoing Agreement with their counsel.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

LENDER:

TALMAN HOME FEDERAL SAVINGS AND
LOAN ASSOCIATION

By: 

DEBTOR:



Stanley Lulinski, married to Susan
Lulinski

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Stanley Lulinski, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said AGREEMENT FOR DEED IN LIEU OF FORECLOSURE as his free and voluntary act, for the uses and purposes therein set forth, including the release of Lender.

Given under my hand and seal this 12th day of October, 1985.

Wilmar L. Rosa
Notary Public

My Commission Expires: 4-19-88

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EXHIBIT "A"

0 3 4 3 / 3 9 9

Dated this 20th day of December A.D. 1978 Loan No 236-461-3
LC

FOR VALUE RECEIVED, (money lent), we hereby promise to pay to

Talman Federal Savings and Loan Association of Chicago

a corporation organized and existing under the laws of the United States or in its successor, and assigns, hereinafter referred to as the Mortgagee, at its Office in the city of Chicago, Illinois, or at such other place as the holder may designate, the principal sum of

Thirty four thousand six hundred and 00/100 Dollars (\$ 34,600.00)

together with interest thereon at the rate of 10 1/8% *per annum* on the principal and interest to be payable in monthly installments as follows:

Three hundred eight and 50/100

Dollars (\$ 308.50)

or more on the first day of February, A.D. 1979, and a like sum or more on the first day of each month thereafter until this note is fully paid, subject to the following provisions:

IDENTIFIED
I.D.
3084202
RESIDENT OF TILMAN FEDERAL SAVINGS AND LOAN ASSOCIATION
SIDNEY R. OLSEN
MANAT

515808723

Property of C...
MORTGAGE LOAN PAYMENTS
TAX AND INSURANCE PAYMENTS
APPLICATION OF PAYMENTS
CALCULATION OF INTEREST
GRACE PERIOD
PREPAYMENT PRIVILEGE
FLEXIBLE PREPAYMENT AND GRACE PROVISION
GRACE PERIOD FOR BORROWER IN NEED

894443
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AD

1. We further promise to pay to the Mortgagee on each monthly payment date an additional amount equal to 1/12th of the annual taxes and assessments levied against the mortgaged premises, and 1/12th of the annual premiums for all insurance covering said premises, all as estimated by the Mortgagee. Such money shall be placed in a Tax and Insurance Account for the purpose of accumulating funds for the payment of said items, or any other indebtedness owing the Mortgagee.

2. All payment received by the Mortgagee in accordance with the terms of this Note shall be applied first to the Tax and Insurance Account for required taxes and insurance, then to interest, and the remainder to principal. Whenever we fail to make a payment, or pay less than the required amount during any month, or elect to skip payments in accordance with the privileges in paragraph 6 and 7, we hereby authorize the Mortgagee to add to the unpaid balance of our loan account at the end of that month, the amount necessary to provide for taxes, insurance and interest and the equivalent of the tax and insurance charge will be deposited by the Mortgagee into the Mortgagor's Tax and Insurance Account.

3. Each month interest shall be charged on the use of funds due and owing the Association during the month of the interest charge. It is hereby understood and agreed that said interest charge shall be calculated at the rate of 1/12th of the annual rate on the unpaid balance due as of the last day of the month preceding the month of the charge.

4. Payments may be made any time during the first 15 days of each month.

5. The whole or any part of the indebtedness may be prepaid at any time without prepayment charge.

6. In the event of any prepayment of this Note shall not be treated as in default at any time as long as the unpaid balance of principal, additional advances under this Note or the instrument securing the same, and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as first specified above; provided that monthly payments shall be continued in the event of any credit of proceeds of insurance or condemnation.

7. In the event of the Mortgagor's unemployment, illness or an accident to him or other emergency affecting his ability to pay at any time after three years from date, upon written notice from the Mortgagor to the Mortgagee hereof of intention to do so, and upon verification of the fact of such emergency by the Mortgagee, the Mortgagor shall have the right from time to time to make one or more payments but not exceeding a total of four regular monthly payments first hereinafter provided for, and such lapse of payments shall not be treated as a default upon this obligation, but nevertheless the full amount of principal and interest shall be payable within the period required to pay this obligation, principal and interest, by regular monthly installments as first hereinabove provided.

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ADVANCES

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8. Additional sums may be advanced to us by the Mortgagee and in the event of such additional advances the amount of the monthly installments and the rate of interest on the entire mortgage indebtedness are to be arrived upon at the time of such advance.

TAXES AND INSURANCE AGREEMENT

9. The Mortgagee is hereby authorized and directed to use monies collected under the provisions of Paragraph 1 for the payment of taxes, assessments, insurance premiums or other charges, and may be paid in such amounts as are shown by its own records or by bills issued by the proper authority or on the basis of any other information received by the Mortgagee. In the event such monies are insufficient for the purpose and we fail to pay to the Mortgagee without demand the amount of such deficiency, then the Mortgagee at its sole option may at any time pay the whole or any part of such items from its own funds; any such payment from its own funds shall constitute an advance on our account and shall be added to the principal sum. Such advance shall bear interest from the date thereof. It shall not be obligatory upon the Mortgagee to inquire into the validity or accuracy of any of said items before making payment of the same and nothing herein contained shall be construed as requiring the Mortgagee to advance other monies for said purposes. The Mortgagee has the right to pay the entire real estate tax bill as soon as it is available notwithstanding the fact it is shown payable in installments. The Mortgagee may commingle with its general funds any monies received by it pursuant to the provisions of this agreement, and shall not be liable for any payment of any interest thereon, nor shall the Mortgagee incur any liability to the Mortgagor, or any other party on account of such monies, except to account for funds received and funds disbursed under the terms hereof. Any monies received pursuant to the provisions of this agreement are hereby pledged to the Mortgagee to further secure the mortgage indebtedness.

RETIREMENT OF MORTGAGE THROUGH LIFE INSURANCE

10. We further agree that if any of us shall secure and assign to said Mortgagee disability insurance and life insurance in a company and in a form acceptable to said Mortgagee, the Mortgagee has the right to advance the first annual premium for such insurance and add such payment to the unpaid balance of the loan as of the then current month, and it shall become additional indebtedness secured by this Note. It is further understood that if the Mortgagee advances said insurance premium, we agreed to pay each month, in addition to the installments required herein, a sum equivalent to 1/12th of the annual insurance premiums, such sums to be accumulated by the Mortgagee in the Tax and Insurance Account and used only for the payment of subsequent annual premiums as they become due.

LATE CHARGE

11. A Late Charge shall be assessed against any monthly mortgage loan payment which is received after the fifteenth of the month for which it is due, provided however, that if the fifteenth of the month shall occur on a weekend or holiday, then any payment received on the next succeeding business day shall not be assessed a Late Charge. A payment shall be deemed late if the entire payment is not received by the fifteenth of the month, as aforesaid, even though a partial payment has been made. The amount of the Late Charge shall be equal to five (5%) per cent of the monthly mortgage loan payment of principal and interest. The Mortgagee shall have the right to waive a Late Charge with respect to any individual monthly mortgage loan payment which is late and such waiver shall not be construed as a waiver of the Mortgagee's right to assess a Late Charge with respect to any subsequent late payment.

WAIVER OF NOTICE

12. The makers, sureties, guarantors and endorsers of this Note, jointly and severally, hereby waive notice of and consent to any and all extensions of this Note or any part thereof, without notice, and each hereby waives demand, presentment for payment, notice of nonpayment and protest, and any and all notices of whatever kind or nature and the exhaustion of legal remedies hereon.

13. This Note is secured by a Mortgage bearing even date herewith to said Mortgagee on real estate therein described. All of the terms and conditions of said mortgage are hereby incorporated and made a part of this Note, and any waiver of any payment or breach of any covenants hereunder or under the instrument securing this Note at any time, shall not, at any other time, be taken to be a waiver of the terms hereunder.

14. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, the day and year first above written.

Stanley Lubinski (S&L)
Susan Lubinski (S&L)
60 776 303 FAMILY

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6/15/83 843719

EXHIBIT "B" UNOFFICIAL Mortgage COPY

Dated this 20th day of DECEMBER 31 A.D. 1978 Loan No. 2364613
003

THIS INDENTURE WITNESSETH: THAT THE UNDERSIGNED,

STANLEY LULINSKI, and SUSAN LULINSKI, his wife,

of the CITY of CHICAGO County of COOK, State of Illinois,

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to
Tahjan Federal Savings and Loan Association of Chicago a corporation organized and
existing under the laws of the United States or to its successors and assigns, hereinafter referred to as the Mortgagee, the
following real estate situated in the County of COOK in the State of Illinois, to wit:

SEE ATTACHED LEGAL RIDER

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon including all sewers, easements, fixtures
and other things in any way connected therewith and to enjoy and use the same including water light power refrigeration ventilation or other
utilities and all other things now or hereafter known or hereafter to be known as hereinafter described by reference to the following including
any and all rights, claims, titles, interests, demands, debts, charges, liens, mortgages, judgments, decrees, orders, awards, claims and other matters (all of
which are declared to be a part of said real estate whether personally attached thereto or not), together with all interests and the rents, issues and profits
of any and all lands and that (1) being the mortgagor hereby in addition to said mortgage and appurtenances to the Mortgagee of all rents and profits
of said premises and the foregoing and appurtenances thereon rents, issues and profits shall be applied first to the payment of all taxes and expenses
of said premises under such mortgages, including taxes and assessments and second to the payment of any indebtedness then due and to be received hereunder

TO HAVE AND TO HOLD all of said property with said appurtenances, appurtenances, fixtures and other appurtenances unto said Mortgagee forever, for
the use hereof not only free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, what said rights and benefits
said Mortgagee may hereafter receive and derive

TO SECURE (1) The payment of a note and the performance of the obligations therein contained, executed and delivered concurrently herewith
by the Mortgagor to the Mortgagee or to the principal sum of

THIRTY-FOUR THOUSAND SIX HUNDRED AND NO /100 Dollars \$4,600.00,

which is payable as provided in said note and (2) any additional advances made by the Mortgagee to the Mortgagor or his successors in title for any
purpose or for any other purpose as herein provided in this mortgage but if at any time shall the mortgagee receive or advance of said principal
sum and such additional advances as aforesaid

THIRTY-FIVE THOUSAND FIVE HUNDRED AND NO /100 Dollars \$3,900.00,

and additional advances shall be evidenced by a note or other agreement executed by the Mortgagee to his successors in title in being secured by this
mortgage; provided that nothing herein contained shall be construed as limiting the amounts that shall be advanced hereby where advanced to protect the
mortgage.

THIS MORTGAGE CONSISTS OF TWO PARTS, THE COVENANTS, CONDITIONS AND PROVISIONS APPEARING ON PAGE 2 (the reverse side of this mortgage) ARE INCORPORATED HEREIN BY REFERENCE AND
ARE A PART HEREOF AND SHALL BE BINDING ON THE MORTGAGORS, THEIR HEIRS, SUCCESSORS
AND ASSIGNS.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, the day and year first above written.

Stanley Lulinski (REAL) _____ (REAL)

Susan Lulinski (REAL) _____ (REAL)

State of Illinois
County of Cook

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
the above named persons personally known to me to be the same persons whose names are subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said
instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver
of the right of homestead GIVEN under my hand and Notarial Seal, this 14 day of March
A.D. 1979

Notary Public
NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY
Richard J. ...
2801 S. Kedzie Ave., Chicago, Ill. 60639

33-31-166-001

Ab 84425

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SEE ATTACHED LEGAL RIDER

Lot Nine Thousand One Hundred Twenty One _____ (9121)
In Indiana Hill Subdivision-Unit No. 9, being a Subdivision of the East Half
(1/2) of the Northwest Quarter (1/4) of Section 31, Township 35 North, Range
15, East of the Third Principal Meridian, also the Northwest Quarter (1/4)
of the Northeast Quarter (1/4) of Section 31, Township 35 North, Range
15, East of the Third Principal Meridian, according to Plat thereof registered
in the Office of the Registrar of Titles of Cook County, Illinois on
September 15, 1970, as Document Number 2521661, and Surveyor's Certificate
of Correction thereof registered on October 9, 1970, as Document Number
2525473.

Cook County Clerk's Office

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A.T.N. N.T.D.

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REGISTRAR OF DEEDS

JAN 2 2 03 PM '08

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DOB	12/12/1972
NO.	048824

Francis Keldermans
31st National Plaza
Suite 3800
Chicago, IL 60602

Property of Cook County Clerk's Office

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