

WARRANTY DEED
State of ILLINOIS
(Individual to individual)

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CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

THE GRANTOR DOROTHY WAHL, an unmarried woman *(divorced & not remarried)*

3488914

of the Village of LaGrange ^{Park} County of Cook
State of Illinois for and in consideration of
Ten and 00/100 (\$10.00)

----- DOLLARS,
----- in hand paid,

CONVEY and WARRANT to
Edna Seaberg, a widow
Horizon Bank
120 Central Ave., Wilmette, IL
(NAME AND ADDRESS OF GRANTEE)

(The Above Space For Recorder's Use Only)

the following described Real Estate situated in the County of 60091 Cook in the
State of Illinois, to-wit:

Unit 11-10 in Sherwood Gardens Condominium as delineated on
Plat and Survey of the following described Parcel of Real
Estate: PARCEL 1: Lot 1 in Owner's Subdivision of part of the
West 1/2 of Section 28, Township 39 North, Range 12 East of
the Third Principal Meridian according to Plat thereof
registered in the Office of the Registrar of Titles in Cook
County, Illinois on Par 18, 1936 as Document No. 1664043 in
Cook County, Illinois. PARCEL 2: Lot 39 in Sherwood Village
being a Subdivision of part of the West 1/2 of Section 28,
Township 39 North, Range 12 East of the Third Principal
Meridian according to Plat thereof registered in the Office
of the Registrar of Title of Cook County, Illinois on July 20,
1955 as Document No. 1606657, in Cook County, Illinois, which
Plat of Survey is attached as Exhibit D to Declaration of
Condominium made by Bank of Naperville, a corporation, as
Trustee under Trust Agreement dated May 19, 1972 and known as
Trust No. 1452 and registered in the Office of the Registrar
of Torrens Titles of Cook County, Illinois as Document No.
LR3247404. Together with its undivided percent interest in
the common elements.

TA. # 15-24-365-117-2004 HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS
I hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of
Illinois. See also Exhibit A attached hereto.

DATED this 30th day of April 1984

PLEASE PRINTOR TYPE NAME(S) BELOW SIGNATURE(S)
----- (SEAL) x Dorothy Wahl (SEAL)
----- (SEAL) ----- (SEAL)

1668914 AFFIX RIDERS OR REVENUE STAMPS HERE

Exempt from tax - No consideration
Bruce C. Strohm, Attorney

EXHIBIT B

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for
said County, in the State aforesaid, DO HEREBY CERTIFY that

DOROTHY WAHL, an unmarried woman
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 acknowl-
edged that she signed, sealed and delivered the said instrument as her
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 official seal, this 30th day of April 1984

Commission expires 9-22 1984
Bruce C. Strohm
NOTARY PUBLIC

This instrument was prepared by Bruce C. Strohm, WILDMAN, HARROLD, ALLEN
& DIXON, One IBM Plaza, Suite 3000, Chicago, IL 60611
(NAME AND ADDRESS)

ADDRESS OF PROPERTY:
11 Garden Drive, Unit 10
LaGrange Park, Illinois
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES
ONLY AND IS NOT A PART OF THIS DEED.
SEND SUBSEQUENT TAX BILLS TO:
(Name) _____
(Address) _____

MAIL TO: { (Name) _____
(Address) _____
(City, State and Zip) _____ }

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11/11/2011

Property of Cook County Clerk's Office

11/11/2011

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Exhibit A to Deed

It is the intent of the parties hereto that the right, title and interest conveyed under this Deed shall not merge with the lien and interest in said real estate of Horizon Federal Savings Bank (the "Savings Bank"), as successor to Glenview Guaranty Savings and Loan Association, which lien and interest are prior to this Deed, whether under any mortgage from grantor hereunder as to any of said real estate or otherwise. Such right, title and interest shall be and remain at all times separate and distinct notwithstanding any union of said right, title and interest in the Savings Bank or its successors or assigns at any time hereafter by purchase or otherwise, and the lien and interest of the Savings Bank in said real estate shall be and remain at all times a valid and continuous lien on and interest in said real estate.

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EXHIBIT C

LIST OF UNPAID ASSESSMENTS AT UNIT 11-10 IN SHERWOOD GARDENS CONDOMINIUM

1.	Special assessment made June 14, 1983 re unpaid taxes	\$2,134.98
2.	Monthly assessment June, 1983 through March, 1984	1,587.20
3.	Special assessment re roof	<u>800.00</u>
	TOTAL.....	\$4,522.18

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EXHIBIT DCOVENANT NOT TO SUE

This Covenant Not to Sue is made this _____ day of April, 1984, by and between Horizon Federal Savings Bank (as successor in interest to Glenview Guaranty Savings and Loan Association) ("Association"), and Dorothy Wahl ("Wahl").

The Association and Wahl have entered into a certain agreement (the "Agreement") dated as of March 26, 1983. Pursuant to its terms, the obligations of Wahl under the Loan Documents (as that term is defined in the Agreement) and all other controversies between the parties are to be resolved by, among other things, the execution and delivery of this Covenant Not to Sue.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purposes stated in the preceding paragraph, it is hereby agreed as follows:

1. The Association, for and on behalf of itself and its successors and assigns, hereby covenants and agrees that it shall not sue, commence, assert, bring or file in any court or other tribunal, in any jurisdiction, any suit, action, litigation, complaint, counterclaim, cross-claim, cross-complaint, third-party complaint or other pleading setting forth any claim or cause of action as described

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below, or otherwise seeking affirmative relief against Wahl or her past, present or future attorneys, agents or representatives, if any, or any or all executors, administrators, successors, heirs or assigns of any of the foregoing (collectively, the "Borrower Related Parties") for any claims or causes of action of any kind or nature whatever, known or unknown, which the Association has, has had or may have against any or all of the Borrower Related Parties, in any way arising from or connected with the Loan Documents or the Unit as those terms are defined in the Agreement; provided, however, that this Covenant Not to Sue shall not apply to the covenants, agreements, warranties, representations or obligations of the Borrower Related Parties under the Agreement or any of the Closing Documents.

2. The Association, for and on behalf of itself and its successors and assigns, represents and guarantees that it has not sold, assigned or transferred to any person any or all claims or causes of action of any kind or nature whatever, known or unknown, which the Association has, has had or may have against any of the Borrower Related Parties, in any way arising from or connected with the Loan Documents or the Unit.

3. Wahl for and on behalf of herself and her respective successors and assigns, hereby covenants and agrees that she shall not sue or commence, assert, bring or file in any court or other tribunal, in any jurisdiction, any suit,

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action, litigation, complaint, counterclaim, cross-claim, cross-complaint, third-party complaint or other pleading setting forth any claim or cause of action as described below, or otherwise seeking affirmative relief, against the Association or any or all of the Association's past, present or future directors, officers, employees, attorneys, agents or representatives, or any or all executors, administrators, successors, heirs or assigns of any of the foregoing (collectively, the "Association Related Parties"), for any claims or causes of action of any kind or nature whatever, known or unknown, which Wahl has, has had, or may have against any or all of the Association Related Parties, in any way connected with the Loan Documents or the Unit.

4. Wahl for and on behalf of herself and her respective successors and assigns, represents and guarantees that she has not sold, assigned or transferred to any person any or all claims or causes of action of any kind whatever, known or unknown, which any of the foregoing has, has had, or may have against any of the Association Related Parties, in any way arising from or connected with the Loan Documents or the Unit.

5. Notwithstanding anything contained in this Covenant Not to Sue to the contrary, if, in any insolvency, bankruptcy or reorganization proceedings or other proceedings similar to the foregoing which may be instituted in any state or federal court or other tribunal, by or against Wahl, the Warranty

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Deed described in paragraph 2 of the Agreement or any other Closing Document, or any other documents or instruments to be executed and delivered by Wahl pursuant to the terms of the Agreement, are challenged and sought to be cancelled, nullified or set aside; and if any such documents or instruments are cancelled, nullified or set aside by a final nonappealable decision of a state or federal court, then all Closing Documents and all other documents and instruments executed and delivered pursuant to the terms of the Agreement, including this Covenant Not to Sue, shall be void and of no further force and effect. In such event, the Association shall have any and all rights and remedies available to it against Wahl, whether under the Agreement or under any of the Loan Documents, or otherwise.

6. This Covenant Not to Sue may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed to constitute one instrument.

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7. Terms used in this Covenant Not to Sue not specifically defined herein, shall have the same meaning as terms defined in the Agreement.

IN WITNESS WHEREOF, this Covenant Not to Sue has been executed on the day and year first written above.

HORIZON FEDERAL SAVINGS BANK
(as successor in interest to
Glenview Guaranty Savings and
Loan Association)

BY _____

ITS _____

Dorothy Wahl

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AGREEMENT

This Agreement is made and entered into this 26th day of March, 1984, by and between Horizon Federal Savings Bank (as successor to Glenview Guaranty Savings and Loan Association) ("Association") and Dorothy Wahl ("Wahl").

R E C I T A L S

A. Wahl is the legal title holder of a condominium unit as listed in Exhibit A hereto, including its percentage interest in the common elements (the "Unit"), located in certain property, including all buildings, structures and other improvements thereon commonly known as Sherwood Gardens Condominium ("Sherwood Gardens"). The Unit is legally described in Exhibit A hereto.

B. The Association is the successor in interest to Glenview Guaranty Savings and Loan Association ("Glenview"), which was merged into the Association effective November 15, 1982. The Association is the holder of the loan documents described in Exhibit A hereto (collectively, "Loan Documents") relating to a loan made by Glenview to Donald E. Becker ("Becker") secured by a first mortgage on the Unit. The mortgage is a valid and binding first lien upon the real estate.

C. By agreement dated July 29, 1982, Wahl assumed all of Becker's obligations under the Loan Documents.

TAY A 15-28-315-017-1044

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D. Wahl has defaulted under the Loan Documents. All notice provisions thereunder have been complied with, any and all grace periods therein have elapsed, and all indebtedness secured by the Loan Documents is immediately due and payable.

E. The parties desire to resolve Wahl's default by providing for the conveyance of the Unit to the Association or its nominee or designee.

THEREFORE, in consideration of the Recitals (which are hereby incorporated into and shall be deemed part of this Agreement), and of the covenants and agreements hereafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, it is agreed by and between the parties hereto as follows:

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A G R E E M E N T S

1. Conveyance of the Unit to the Association.

Wahl agrees to convey to the Association free of any right of redemption or other right or interest of Wahl or anyone claiming through or under her, the following property ("Property"):

A. Title in and to the Unit.

B. All tangible personal property located on the Unit (or used in connection with the operation of the Unit, or acquired for installation in or use in connection with the operation the Unit, wherever located)

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including the following: all appliances, furniture and furnishings presently in the Unit; all electrical, plumbing, lighting, heating, ventilating, air conditioning equipment and fixtures; and all keys to the Unit (collectively, the "Tangible Property").

C. All intangible property owned by Wahl in any way whatever related to or connected with the Unit or the Tangible Property, the use or operation of the Unit or the Tangible Property, including the following: guaranties and warranties; manufacturer's or supplier's warranties on the Tangible Property; any and all rights of Wahl under all insurance policies now in force protecting the interests of the parties hereto in and to the Unit; any and all rights of Wahl under the Loan Documents listed in Exhibit A hereto and any other documents or instruments in any way whatsoever relating to or connected with the Unit's mortgage loan; and all claims and causes of action, if any, which Wahl now has or may have against any person of any kind and nature which are connected with or related to in any way the Unit or the Tangible Property, or the operation thereof (collectively referred to as the "Intangible Property").

2. Title.

Wahl shall at closing convey to the Association, or its designee or nominee, title to the Unit by Warranty deed

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(a copy of which is attached hereto as Exhibit B) in recordable form, and such deed shall transfer to the grantee named therein good and marketable title subject only (1) to the exceptions specified in the ALTA Form B owners title policy commitment to be delivered to the Association under paragraph 5B which are acceptable to the Association; and (2) to any exception created by the actions of the Association (collectively, the "Permitted Exceptions").

3. Representations and Warranties.

To induce the Association to enter into this Agreement and to consummate the transactions contemplated herein, Wahl represents and warrants to the Association as follows:

A. Wahl owns the Unit in fee simple absolute and, other than the Permitted Exceptions, there are no existing liens, encumbrances, agreements, overlaps, special assessments, claims, leases, tenancies or other adverse interests or defects affecting the Unit.

B. All property which shall be transferred to the Association or its nominee or designee pursuant to the terms of Paragraph 1B or 1C of this Agreement is free from any claim of right or interest by any person or entity and there has not been any transfer, assignment, pledge, encumbrance, hypothecation or grant of any security or other kind of interest in or to such property.

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C. Wahl (i) has no intention of filing any voluntary petition or initiating any voluntary proceedings under the Federal Bankruptcy Code or similar state litigation or otherwise to obtain relief from creditors in any reorganization, insolvency or similar proceeding, and (ii) does not contemplate liquidating all or the greater portion of their respective properties with the intent of using the consideration therefrom to enable any of their respective creditors to obtain a greater percentage of such creditor's debt than some other creditor of the same class.

D. The fair market value of the Unit is less than the total indebtedness which is owed to the Association under the Loan Documents, including all attorney's fees and expenses, court costs, real estate taxes, condominium assessments and other expenses which Wahl is and was obligated to pay under the Loan Documents. Wahl agrees for herself and her successors not to assert or claim in any suit or other proceeding that the value of the Unit as of the date of Closing was greater than the total indebtedness to the Association.

E. Wahl has not received any notice from any governmental agency, body or official of, or has any knowledge of, or has received any complaint or other citation alleging any violation of any zoning, building, electrical, fire, health or environmental control law,

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ordinance, code or standard or regulation at the Unit which has not been heretofore corrected. If Wahl receives a notice, complaint or citation of any such violation prior to Closing, then such violation shall be corrected by Wahl solely at her own expense.

F. All regular monthly condominium assessments for the Unit heretofore due and payable have been fully paid except as listed in Exhibit C.

G. Wahl has not received any notice of any special assessment or any special condominium or other assessment with respect to the Unit other than the unpaid special assessments listed in Exhibit C. Wahl has not received any notice or had any knowledge that any other special assessment is being contemplated.

H. There are no operating, utility, management, maintenance or other service contracts relating to the Unit.

I. Wahl is not a party to any suit, action or litigation in any way connected with or related to the Unit.

J. Becker has no right, title or interest whatever in the Unit, Tangible Property or Intangible Property or under any of the Loan Documents.

K. At all times after the date of this Agreement and after Closing, Wahl shall fully and freely cooperate

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with the Association with respect to any matter in any way whatever connected with or relating to the Unit.

4. Closing.

Subject to the conditions precedent in this Agreement, the closing ("Closing") shall take place on or before April , 1984. If, for any reason, the Closing does not take place on or before April , 1984, the Association, at its sole option, may either: (a) terminate this Agreement, in which case the Association shall have no further costs, obligations to or liabilities hereunder, or (b) extend the Closing date and provide written notice thereof to the parties. The Closing shall be held at the offices of Sonnenschein Carlin Nath & Rosenthal, 8000 Sears Tower, Chicago, Illinois 60606.

5. Conditions Precedent to Closing.

Wahl agrees that she will perform and satisfy all of the following conditions precedent, and agrees that the Association's obligation to close the transaction is conditioned upon her performance or satisfaction of all such conditions precedent:

A. Wahl has delivered to the Association prior to Closing the instruments and documents required by Paragraph 6 hereto.

B. The Association shall have received a commitment for an ALTA Form B owners title insurance policy issued by Chicago Title Insurance Company in an amount

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acceptable to the Association showing title to the Unit in the Association, establishing that Chicago Title Insurance Company is prepared to insure the interest of the Association or its nominee or designee in the Unit, subject only to the Permitted Exceptions. The Association shall also have received an ALTA Loan Policy (1970) insuring the lien of the mortgage described in Exhibit A hereto in the Association.

C. All of the representations and warranties of Wahl contained in this Agreement, including those in Paragraph 3 above, are true and correct.

D. Wahl has delivered to the Association prior to Closing all of the information and documentation required by this Agreement, and has satisfied and complied with all of the covenants and agreements contained herein.

E. The Association has received the release or waiver of the right of first refusal or other preemptive rights of purchase, if any, on the part of, and a statement reflecting full payment of all condominium assessments (except those listed in Exhibit C hereto) from, of the Sherwood Gardens Condominium Association.

F. The Association has received Certificates of Condominium Insurance for the Unit.

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6. Provisions with Respect to Closing.

A. At the Closing, in addition to documents required to be delivered elsewhere in this Agreement, Wahl shall deliver or cause to be delivered to the Association the following (collectively the "Closing Documents"), all in form and substance satisfactory to the Association:

(1) Warranty Deed as described in Paragraph 2.

(2) A warranty Bill of Sale duly executed and acknowledged by Wahl to the Association or its nominee or designee transferring all of the Tangible Property free and clear of all liens, charges, security interests and encumbrances, except those in favor of the Association. The warranties contained in the Bill of Sale shall survive the Closing.

(3) Assignment duly executed and acknowledged by Wahl to the Association conveying and transferring all of the Intangible Property, free and clear of all liens, charges, security interests and encumbrances except those in favor of the Association.

(4) A Covenant Not to Sue in the form of Exhibit D hereto executed by Wahl.

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(5) A letter executed by Wahl acknowledging that the Loans and the Loan Documents are valid in all respects and that she is in default under the Loan Documents, that all notices, if any, required to be sent to Wahl under the Loan Documents have been sent, that any and all periods of time during which Wahl may have had under the Loan Documents to cure such defaults have lapsed and that all indebtedness evidenced and secured by the Loan Documents is due and payable in full.

(6) ALTA statement and Affidavit of Title.

(7) Owner's Duplicate Torrens Certificate or receipt for last filing with the Registrar of Titles.

(8) All such further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and any and all such further instruments and documents as may be necessary, expedient or proper in the sole opinion of the Association in order to complete any and all conveyances, transfers, sales and assignments herein provided.

B. At the Closing, the Association shall deliver to Wahl the following:

(1) A Covenant Not to Sue in the form of Exhibit D executed by the Association.

7. Absolute Conveyance.

Wahl acknowledges and agrees that the conveyance of the Unit to the Association according to the terms of this Agreement is an absolute conveyance of all of her right, title and interest in and to the Unit in fact as well as form and was not and is not now intended as a mortgage, trust conveyance, deed of trust or security instrument of any kind; that the consideration for such conveyance is as exactly as recited herein and that Wahl has no further interest (including rights of redemption) or claims in and to the Unit or to the proceeds and profits which may be derived thereof, of any kind whatsoever.

8. Modifications, Waivers, etc.

The Association reserves the right to waive any of the conditions precedent to its obligations hereunder. No such waiver, and no modification, amendment, discharge or change of the Agreement, except as otherwise provided herein, shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is sought. This Agreement contains the entire agreement between the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

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9. Operation of Property.

From and after the date of this Agreement, Wahl shall:

A. not enter into any lease, license or concession agreement, or other contract or agreement in any way connected with or relating to the Unit, or any part thereof without first obtaining the prior written consent of the Association; and

B. not sell, transfer, convey or grant any interest in the Unit or any part thereof.

10. Wahl's Obligations to Indemnify the Association.

Wahl further covenants and agrees to indemnify, save, defend and hold the Association and its officers, directors, employees, agents and representatives harmless from and against any and all losses, damages, costs and expenses (including attorneys' fees and expenses) which any of them may incur as a direct or indirect result of (i) any inaccuracy in or breach of any representation or warranty contained in this Agreement, or (ii) any breach or default by Wahl under any covenants, obligations or agreements under this Agreement, including those resulting from any inaccuracy or breach of the representations and warranties contained above due to the setting aside or nullifying of the transaction contemplated in this Agreement by a federal or state court in any bankruptcy, reorganization, insolvency or other similar proceeding. All agreements, obligations,

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representations and warranties on the part of any party hereto contained in this Agreement (except those which by their terms were to be, and were in fact, performed in full by the Closing) shall be deemed remade as of the date of Closing and shall survive the Closing.

11. No Obligations of the Association to Third Parties.

Wahl acknowledges and agrees that the acceptance by the Association or its nominee or designee of title to the Unit pursuant to the terms of this Agreement, and the consummation of the transaction contemplated by this Agreement, shall not create any obligations on the part of the Association or its nominee or designee to third parties which have claims of any kind whatever against Wahl with respect to or in any way connected with the Unit or the other property to be conveyed under this Agreement and that the Association or its nominee or designee does not assume or agree to discharge any claims of such third parties or liabilities of Wahl in any way connected with or pertaining to the Unit or the other property to be conveyed under this Agreement.

12. Loan Documents Remain in Full Force; No Merger.

The parties hereto acknowledge and agree that the delivery of the Covenant Not to Sue by the Association to Wahl as contemplated by this Agreement shall not affect any of the Loan Documents and all of the Loan Documents shall remain in full force and effect after the transaction contemplated by this Agreement has been consummated. The parties

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hereto further acknowledge and agree that the interest of the Association or its nominee or designee in the Unit acquired pursuant to the conveyances and transfers provided for in this Agreement shall not merge with the interest of the Association in such Unit under the Loan Documents. It is the express intention of each of the parties hereto (and the conveyance provided for in Paragraph 2 of this Agreement shall so recite) that such interests shall not merge, but be and remain at all times separate and distinct, notwithstanding any union of such interest in the Association at any time hereafter by purchase or otherwise, and that the Loan Documents shall be and remain at all times valid and continuous liens on such property.

13. Effect of Insolvency or Bankruptcy of the Grantor.

Notwithstanding any other provision of this Agreement or any of the documents or instruments to be executed and delivered pursuant to Paragraph 6 above, (i) if within one year from the date of the Closing, any insolvency, bankruptcy or reorganization proceeding or other proceeding similar to the foregoing is instituted by or against Wahl in any state or federal court wherein the Warranty Deed described in Paragraph 2 and Paragraph 6(A)(1) above, or any other Closing Documents or any other documents or instruments to be executed and delivered by Wahl pursuant to the terms of this Agreement, are challenged and sought to be cancelled,

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nullified or set aside; and (ii) if any such documents or instruments are cancelled, nullified or set aside by a final nonappealable decision of a state or federal court, then all Closing Documents and all other documents and instruments executed and delivered pursuant to the terms of this Agreement, including the Covenants Not to Sue, shall be void and of no further force and effect. In such event, the Association shall have any and all rights and remedies available to it against Wahl, whether under the Agreement or under any of the Loan Documents or otherwise.

14. Time is of the Essence.

Time is of the essence of this Agreement.

15. Governing Law.

The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in this state.

16. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. Captions; Interpretation.

The captions and paragraph headings in this Agreement are inserted for convenience and reference only and in

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no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof. Unless the context requires otherwise, the singular number shall mean the plural and vice versa and the masculine gender shall mean the feminine and neuter genders and vice versa. "Including" shall mean including but not limited to.

18. No Partnership or Venture.

Nothing contained in this Agreement or in any of the Closing Documents or Loan Documents and no past or present act or omission on the part of Wahl or her agents or representatives shall be deemed to create or to have created, at any time, the relationship of partnership or joint venture between Wahl on the one hand and the Association on the other hand, with respect to the Unit.

19. Unenforceability of Provisions.

If any term, provision or condition of this Agreement or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, provision or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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EXHIBIT A

Unit Number: 11-10

Address: 11 Garden Drive
LaGrange Park, Illinois

Loan Documents:

- I. Note #130460-0
Dated: February 19, 1982
\$56,000
- II. Mortgage
Dated: February 19, 1982
Filed with Cook County
Registrar of Title March
9, 1982, Doc. No. LR 3252430
- III. Assignment of Rents
Dated: February 19, 1982
Filed with Cook County
Registrar of Title March
9, 1982, Doc. No. LR 3252431
- IV. Assumption Agreement with
Release
Dated: July 29, 1982
Filed with Cook County
Registrar of Title October
15, 1982, Doc. No. LR 3278533

Legal Description:

Unit 11-10 in Sherwood Gardens Condominium, together with its undivided percentage interest in the common elements as delineated on the plat and survey of the following described parcel of real estate:

Parcel 1: Lot 1 in Onwers Subdivision of part of the West 1/2 of Section 28, Township 39 North, Range 12, East of the Third Principal Meridian, according to plat thereof, registered in the Office of the Registrar of Titles of Cook County, Illinois, on April 18, 1956 as document number LR1664053, in Cook County, Illinois.

Parcel 2: Lot 39 in Sherwood Village, being a subdivision of part of the West 1/2 of Section 28, Township 39 North, Range 12, East of the Third Principal Meridian, according to the plat thereof, registered in the Office of the Registrar of Titles of Cook County, Illinois, on July 20, 1955 as document number 1608657, in Cook County, Illinois.

Which plat of survey is attached as Exhibit D to the Declaration of Condominium made by Bank of Naperville, a corporation, as trustee under Trust Agreement dated May 19, 1972 and known as Trust Number 1452 and registered in the Office of the Registrar of Titles of Cook County, Illinois, as document number LR3247404.

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20. Binding Effect.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

21. Exhibits.

The following is a list of Exhibits to this Agreement:

- Exhibit A - Unit - Unit, Loan Documents, Legal Description
- Exhibit B - Warranty Deed
- Exhibit C - Unpaid Assessments
- Exhibit D - Covenant Not to Sue

The parties hereto have executed this Agreement as of the date first above written

HORIZON FEDERAL SAVINGS BANK
(as successor in interest to
Glenview Guaranty Savings
and Loan Association)

3488914

BY *Thomas C. Wallace*

ITS *Via President*

x *Dorothy Wahl*
Dorothy Wahl

State of Illinois, County of Cook, SS., The undersigned, a Notary Public in and for said County and State, certifies that THOMAS C. WALLACE, Vice President of Horizon Federal Savings Bank and DOROTHY WAHL, divorced and not remarried, appeared before me in person and acknowledged that they signed this instrument as their free and voluntary act for the uses and purposes set forth therein.

Dated this 26th day of March, 1984.

William J. Duffy
Notary Public

UNOFFICIAL COPY

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REGISTRAR OF TITLES

IDENTIFIED No.	REGISTER OF TITLES HARRIS & CUMMILL Blacklaw
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Wm Ruffly
101 No Pine St
Mt Prospect
Ill
60056

8448
DIN
8448

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