(6)

0 3 5 4 4 3 4 2 Form #20

Certificate No. 1306650 Document No. 3544342

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached on the Certificate 1306650 indicated affecting the following described premises, to-wit:

Lot Four (4) in Block Four (4) in Grover C. Elmore and Company's Crawford Avenue Farms, being a Subdivision in the North Half (1/2) of the Northwest Quarter (1/4) of Section 11, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois,

commonly known as 3629 W. 192nd Street, Homewood, IL, 60430, PIN # 31-11-105-009

3544342

Section 11 Township 35 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois.

GREGORY PROSEN, Attorney for
COMMUNITY BANK OF HOMEWOOD-FLOSSMOOR

CHICAGO, ILLINOIS 26 August 19 86.

(6)

0 3 5 4 4 3 4 2

3544342

AGREEMENT

THIS AGREEMENT made and entered into by and between COMMUNITY BANK OF HOMEWOOD-FLOSSMOOR (hereinafter referred to as the "Bank") and JOHN P. HUGHES, JR. (hereinafter referred to as"Hughes").

WITNESS AS FOLLOWS:

Whereas as Hughes is currently indebted to the Bank in the amount of approximately $35,700.95 which includes accrued interest on charge off, which sum includes the principal, interest and penalties due and owing in connection with a certain promissory note dated November 4, 1984, and secured by an Assignment of Beneficial Interest in a certain land trust known as THE FIRST NATIONAL BANK OF CHICAGO HEIGHTS,as Trustee under Trust Agreement dated August 26, 1976, and known as Trust No. 3824, which land trust contains the property commonly known as 3629 W. 192nd Street, Homewood, Illinois (said trust being hereinafter sometimes referred to as "The Land Trust", and said property being hereinafter sometimes referred to as "The Property"); and

Whereas Hughes is also indebted to the Bank as holder and assignee of a certain promissory note and mortgage, dated November 20, 1970, in favor of Homewood Federal Savings and Loan Association (hereinafter referred to as the "Mortgagee"), which indebtedness is in the amount of approximately $5,100.00, including interest, penalties and possible advances for taxes and or insurance; and

3544342

Whereas the Bank is about to institute foreclosure and to otherwise proceed against Hughes in order to exercise on its collateral, being the aforementioned property; and

Whereas Hughes has offered to transfer, quit claim, set over and assign any and all of his right, title and interest in and to the property, or cause same to be transferred, quit claimed, set over or assigned to the Bank, in consideration of the Bank's forbearance from instituting and/or proceeding with foreclosure or otherwise exercising on its collateral and in accordance therewith seeking a possible deficiency judgment against Hughes with respect to any and all the foregoing indebtednesses hereinbefore described.

Now, therefore, in consideration of the mutal promises and undertakings herein contained and for other good and valuable considerations, the receipt in sufficiency which is hereby mutally acknowledged, that the parties hereto hereby agree as follows:

1. Hughes warrants and represents that the property is held in the aforedescribed land trust and that he is the sole beneficiary thereof with sole power of direction; that the title to said property is free and clear of any liens and/or encumbrances save only those obligations hereinbefore described in favor of the Bank or the Mortgagee, together with whatever general real estate taxes may have accrued and which may remain unpaid since the last payment made by the Mortgagee thereon; that specifically there are no mechanics or materialmen's liens nor has Hughes done or suffered any

acts to be performed upon the premises that would result in a lien or a judgment against the property. That Hughes specifially agress to save and hold the Bank harmless and indemnified with respect to any such liens and encumbrances or claims thereto as set forth herein. That the foregoing warranties and representations contained in this paragraph shall survive the Bank's release of Hughes as set forth in paragraph 3 below.

2. Hughes has simultaneously executed and delivered herewith the following documents:

a. An outright Assignment of Benefical Interest assigning all of his beneficial interest and the land trust in favor of the Bank.

b. Direction to the land trustee to execute and deliver a quit claim deed covering the property in favor of the Bank.

Hughes further agrees to execute and deliver to the Bank any and all other documents which the Bank reasonably requires in order to effectuate the purposes and intent of this Agreemont.

3. The Bank hereby accepts the foregoing documents and does, by these presents, hereby release and forever discharge Hughes from any and all claims and demands arising out of the aforesaid promissory note in favor of the Bank and or the promissory note secured by the mortgage, including all claims for reimbursement for taxes or insurance premiums that may have been advanced in conjunction with said mortgage

documents; that this release is intended to forever discharge Hughes from all such claims with the exception of those specifically enumerated in the indemnification undertakings set forth in paragraph 1 hereof.

4. That Hughes by these presents does hereby for himself, his heirs, executors and administrators, remise, release and forever discharge the said Community Bank Of Homewood-Flossmoor of and from all manner of actions, cause, and causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands, whatsoever, in law or in equity, which he now has against the said Community Bank Of Homewood-Flossmoor or ever had, or which his heirs, executors or administrators, hereafter can, shall or may have, for, upon, or by reason of any matter, cause, or thing, whatsoever, on or at any time prior to the date of these Presents.

Dated at OLYMPIA FIELDS, Illinois, this 30th day of October A.D. 1985.

COMMUNITY BANK OF HOMEWOOD-FLOSSMOOR

By: Patricia Brachmann
Vice President

x John P. Hughes Jr.
JOHN P. HUGHES, JR.

6 ~ 13

1306650

3544342

Aug 25 10 02 AM '88

3544342

IDENTIFICATION No.

Registrar of Torrens Titles
HARRY 'BUS' YOURELL
MEHALOS

GREGORY PROSEN
18141 DIXIE HWY
P.O. BOX 1609
HOMEWOOD, IL
60430