

UNOFFICIAL COPY

FOR RECORDING PURPOSES

Please Record and Mail to:

John Farano, Jr.
Attorney at Law
7836 West 103rd Street
Palos Hills, Illinois 60465



Doc#: 0333608100
Eugene "Gene" Moore Fee: \$54.00
Cook County Recorder of Deeds
Date: 12/02/2003 09:18 AM Pg: 1 of 16

Prepared By:

John Farano, Jr.
Attorney at Law
7836 West 103rd Street
Palos Hills, Illinois 60465

(For Recording Purposes)

16

Please record the attached **ARTICLES OF AGREEMENT FOR DEED**

PROPERTY ADDRESS: 1602-08 West August, Chicago, Illinois 60622

PARCEL IDENTIFICATION NO.: 17-06-420-030 (lot 2)
17-06-420-031 (lot 3)

LEGAL DESCRIPTION:

LOT 2 (EXCEPT THE WEST 25.57 FEET THEREOF) IN LIEBERMAN'S SUBDIVISION THE NORTH 14.34 FEET OF LOT 4 AND ALL OF LOTS 5, 6 AND 35 IN THE SUBDIVISION OF BLOCK 9 IN JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LOT 1, 2 AND 4 (EXCEPT THE NORTH 14.34 FEET OF SAID LOT 4 AND EXCEPT THE WEST 25.57 FEET OF SAID LOTS 1, 2 AND 4) IN THE SUBDIVISION OF BLOCK 9 IN JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY THAT PART LYING EAST OF A LINE 50.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 6), IN COOK COUNTY, ILLINOIS

THE WEST 25.57 FEET OF LOT 2 AND ALL OF LOT 3 IN LIEBERMAN'S SUBDIVISION OF THE NORTH 14.34 FEET OF LOT 4 AND ALL OF LOTS 5, 6 AND 35 IN THE SUBDIVISION OF BLOCK 9 IN JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE WEST 25.57 FEET OF LOTS 1, 2 AND 4 (EXCEPT THE NORTH 14.34 FEET OF SAID LOT 4) IN THE SUBDIVISION OF BLOCK 9 IN JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

ARTICLES OF AGREEMENT FOR DEED

1. **BUYERS,** Rickie Bruno Scali, August J. Pusateri
Michael Scali and William P. Marino (Address)
2038 W. Division St. Chicago, IL 60622, Cook County; State of Illinois
 agrees to purchase, and **SELLER, KEANU LEE, LLC** (Address) 446 North Wells, Suite 264,
 Chicago, Illinois 60610, Cook County; State of Illinois agrees to sell to Buyer at the
PURCHASE PRICE of One Million Six Hundred Thousand Dollars (\$1,600,000.00) the
PROPERTY commonly known as 1602-08 West Augusta, Chicago, Illinois 60622 and legally
 described as follows:

Legal Description: *(to be inserted)*

See attached

Parcel Identification No.: *(to be inserted)* 17-06-420-030 Lot 2
17-06-420-031 Lot 3
 (hereinafter referred to as "the premises")

with approximate lot dimensions of *(to be inserted)*, together with all improvements and fixtures,
 if any, including but not limited to: All central heating, plumbing and electrical systems and
 equipment; the hot water heater; central cooling, humidifying and filtering equipment; fixed
 carpeting; built-in kitchen appliances, equipment and cabinets; water softener (except rental
 units); existing storm and screen windows and doors; attached shutters, shelving, fireplace
 screen; roof or attic T.V. antenna; all planted vegetation; garage door openers and car units; and
 the following items of personal property: **ALL PERSONAL PROPERTY "AS IS" AS
 SHOWN**

All of the foregoing items shall be left on the premises, are included in the sale price, and shall
 be transferred to the Buyer by a Bill of Sale at the time of final closing.

2. THE DEED:

(a) If the Buyer shall first make all payments and perform all the covenants and
 agreements in this Agreement required to be made and performed by said Buyer, at
 the time and in the manner hereinafter set forth, Seller shall convey or cause to be

UNOFFICIAL COPY

conveyed to Buyer in fee simple absolute or his nominee, by a recordable, stamped general Warranty Deed with release of homestead rights, good title to the premises subject only to the following "permitted exceptions," if any: (a) General real estate taxes not yet due and payable; (b) Special assessments confirmed after this contract date; (c) Building, building line and use of occupancy restrictions, conditions and covenants of record; (d) Zoning laws and ordinances; (e) Easements for public utilities; (f) Drainage ditches, feeders, laterals and drain tile, pipe or other conduit; (g) if the property is other than a detached, single-family home: party walls, party wall rights and agreements; covenants, conditions and restrictions of record; terms, provisions, covenants and conditions of the declaration of condominium, if any, and all amendments thereto; any easements thereto; if any; limitations and conditions imposed by the Illinois Condominium Property Act, if applicable; installments of assessments established by or implied from the said declaration of condominium or amendments due after the time of possession and easements established pursuant to the declaration of condominium.

- (b) The performance of all the covenants and conditions herein to be performed by Buyer shall be a condition precedent to Seller's obligation to deliver the deed aforesaid.

3. INSTALLMENT PURCHASE: Buyer hereby covenants and agrees to pay Seller at 446 North Wells Street, Suite 264, Chicago, Illinois 60610 or such other person or at such other place as Seller may from time to time designate in writing, the purchase price and interest on the balance of the purchase price remaining in the following manner to wit:

- (a) The sum of One Hundred Sixty Thousand Dollars (\$160,000.00) shall be paid at the initial closing which shall be on or before November 28, 2003;
- (b) The first day of each month beginning February 1, 2004 following the initial closing the Purchaser shall pay eight percent (8%) annually, interest only, the sum of \$9,600.00 per month. This amount shall be in addition to the normal payment of principal and interest as described in the below paragraph;
- (c) The balance owed One Million Four Hundred Forty Thousand Dollars (\$1,440,000.00) for the period of six (6) months;

UNOFFICIAL COPY

- (d) All payments shall be made on the 1st day of each consecutive month up to and including the July 1, 2004 payment. On July 1, 2004 the balance of the loan is due totaling \$1,449,600.00;
- (e) Purchaser shall be responsible for taxes and insurance after November 28, 2003. In the event that taxes and insurance payment increase, Purchaser shall be responsible for the payments and shall pay at the time of final closing;
- (f) Purchaser has the right to prepay any principal or interest due without the consent of Seller;
- (g) In the event Purchaser is more than five (5) days late on any monthly payment due as provided by this agreement, then Purchaser shall pay an additional five percent (5%) of the monthly interest and the default rate shall take effect on the outstanding principal balance with the interest due is paid in full;
- (h) All water and sewer charges shall be paid by the Purchaser and he shall provide proof of same when requested by Seller;
- (i) All payments received hereunder shall be applied in the following order of priority: first, to interest accrued and owing on the unpaid principal balance of the purchase price; second, to pay before delinquent all taxes and assessments which subsequent to the date of this Agreement may become a lien on the premises; third, and to pay insurance premiums falling due after the date of this Agreement; and fourth, to reduce said unpaid principal balance of the purchase price;
- (j) Payments of principal and interest to Seller shall be received not in tenancy in common, but in joint tenancy with the right of survivorship;

4. CLOSINGS: The "initial closing" shall occur on November 28, 2003 at the Law Office of Farano, Wallace & Doherty, 7836 West 103rd Street, Palos Hills, Illinois 60465. "Final closing" shall occur on July 1, 2004 at Chicago Title and Trust Company.

5. POSSESSION: Possession shall be granted to Buyer at 12:01 a.m. on November 29, 2003, provided that the full down payment has been paid to Seller in cash or by cashier's or certified check on the initial closing date, and further provided that Buyer on such initial closing date is otherwise not in default hereunder.

UNOFFICIAL COPY

6. PRIOR MORTGAGES:

- (a) Seller reserves the right to keep or place a mortgage or trust deed ("prior mortgage") against the title to the premises with a balance including interest not to exceed the balance of the purchase price unpaid at any time under this Agreement, the lien of which prior mortgage shall, at all times notwithstanding that this Agreement is recorded, be prior to the interest that Buyer may have in the premises, and Buyer expressly agrees upon demand to execute and acknowledge together with Seller any such mortgage or trust deed (but not the notes secured thereby). No mortgage or trust deed placed on said premises including any such prior mortgage shall in any way accelerate the time of payment provided for in this Agreement or provide for payment of any amount, either interest or principal, exceeding that provided for under this Agreement, or otherwise be in conflict with the terms and provisions of this Agreement, nor shall such mortgage or trust deed in any way restrict the right of prepayment, if any, given to Buyer under this Agreement.

7. **SURVEY:** Prior to the initial closing, Seller shall deliver to Buyer or his agent a survey of these premises.

8. TITLE:

- (a) At least one (1) business day prior to the final closing, Seller shall furnish or cause to be furnished to Buyer at Seller's expense a commitment issued by a title insurance company licensed to do business in Illinois, to issue a contract purchaser's title insurance policy on the current form of American Land Title Association Owner's Policy (or equivalent policy) in the amount of the purchase price covering the date hereof, subject only to: (1) the general exceptions contained in the policy, unless the real estate is improved with a single family dwelling or an apartment building of four or fewer residential units; (2) the "permitted exceptions" set forth in paragraph 2; (3) prior mortgages permitted in paragraph 6;
- (b) If the title commitment discloses unpermitted exceptions, the Seller shall have thirty (30) days from the date of delivery thereof to have the said exceptions waived, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions and the initial closing shall be delayed, if necessary, during said 30 day period to allow Seller time to have said exceptions waived;

UNOFFICIAL COPY

- (c) Every title commitment which conforms with subparagraph "a" shall be conclusive evidence of good title therein shown, as to all matters insured by the policy, subject only to special exceptions therein stated;
- (d) If a title commitment discloses judgments against the Buyer which may become liens, the Seller may declare this Agreement null and void and all earnest money shall be forfeited by the Buyer;
- (e) Buyer's taking possession of the premises shall be conclusive evidence that Buyer in all respects accepts and is satisfied with the physical condition of the premises, all matters shown on the survey and the condition of title to the premises as shown to him on or before the initial closing. Seller shall upon said delivery of possession have no further obligation with respect to the title or to furnish further evidence thereof except that Seller shall remove any exception or defect not permitted under paragraph 8(a) resulting from acts done or suffered by, or judgments against the Seller between the initial closing and final closing;

9. AFFIDAVIT OF TITLE: Seller shall furnish Buyer at or prior to the final closing with an Affidavit of Title, covering said dates, subject only to those permitted exceptions set forth in paragraph 2, prior mortgages permitted in paragraph 6 and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 8. In the event title to the property is held in trust, the Affidavit of Title required to be furnished by Seller shall be signed by the Trustee and the beneficiary or beneficiaries of said Trust. All parties shall execute documents as are customary or required by the issuer of the commitment for title insurance at the initial and final closings.

10. PRORATIONS: Insurance premiums, general taxes and, if final meter readings cannot be obtained, water and other utilities shall be adjusted ratably as of the date of initial closing. Real estate taxes for the year of possession shall be prorated as of the date of initial closing subject to reparation upon receipt of the actual tax bill. Further, interest on the unpaid principal amount of the purchase price from the initial closing date until the date of the first installment payment shall be a proration credit in favor of the Seller.

11. SELLER'S REPRESENTATIONS:

- (a) Seller expressly warrants to Buyer that no notice from any city, village or other governmental authority of a dwelling code violation which existed in the dwelling

UNOFFICIAL COPY

structure on the premises herein described before this Agreement was executed, has been received by the Seller, his principal or his agent within ten (10) years of the date of execution of this Agreement;

- (b) Seller represents that all equipment and appliances to be conveyed, including but not limited to the following, are in operating condition: all mechanical equipment; heating and cooling equipment; water heaters and softeners; septic, plumbing, and electrical systems; kitchen equipment remaining with the premises and any miscellaneous mechanical personal property to be transferred to the Buyer. Upon the Buyer's request prior to the time of possession, Seller shall demonstrate to the Buyer or his representative all said equipment and upon receipt of written notice of deficiency shall promptly and at Seller's expense correct the deficiency. IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE BUYER PRIOR TO THE DATE SPECIFIED FOR INITIAL CLOSING IT SHALL BE CONCLUDED THAT THE CONDITION OF THE ABOVE EQUIPMENT IS SATISFACTORY TO THE BUYER AND THE SELLER SHALL HAVE NO FURTHER RESPONSIBILITY WITH REFERENCE THERETO;

- (c) General disclosures and lead paint disclosure made by the Seller are true and correct;

12. BUYER TO MAINTAIN: Buyer shall keep the improvements on premises and the grounds in as good repair and condition as they now are, ordinary wear and tear expected. Buyer shall make all necessary repairs and renewals upon said premises including by way of example and not of limitation, interior and exterior painting and decorating; window glass, heating, ventilating and air conditioning equipment; plumbing and electrical systems and fixtures; roof; masonry including chimneys and fireplaces, etc. If, however, the said premises shall not be thus kept in good repair, and in a clean, sightly, and healthy condition by Buyer, Seller may either (a) enter same, himself, or by their agents, servants, or employees, with out such entering causing or constituting a termination of this Agreement or an interference with Buyer's possessions of the premises, and make the necessary repair and do all the work required to place said premises in good repair and in a clean, sightly, and healthy condition, and Buyer agrees to pay to Seller, as so much additional purchase price for the premises, the expenses of the Seller in making said repairs and in placing the premises in a clean, sightly, and healthy condition; or (b) notify the Buyer to make such repairs and to place said premises in a clean,

UNOFFICIAL COPY

sightly, and healthy condition within thirty (30) days of such notice (except as is otherwise provided in paragraph 21), and, upon default by Buyer in complying with said notice, then Seller may avail himself of such remedies as Seller may elect, if any, from those that are by this Agreement or at law or equity provided.

13. INSURANCE:

(a) Buyer shall from and after the time specified in paragraph 5 for possession, keep insured against loss or damage by fire or other casualty, the improvements now and hereafter erected on premises with a company, or companies, reasonably acceptable to Seller with coverage not less than the balance of the purchase price hereof (except that if the full insurable value of such improvements is less than the balance of purchase price, then at such full insurable value) for the benefit of the parties hereto and the interest of any mortgagee or trustee, if any, as their interests may appear; such policy or policies shall be held by Seller, and Buyer shall pay the premiums thereon when due.

(b) In case of loss of or damage to such improvements, whether before or after possession is given hereunder, any insurance proceeds to which either or both of the parties hereto shall be entitled on account thereof, shall be used (i) in the event the insurance proceeds are sufficient to fully reconstruct or restore such improvements, to pay for the restoration or reconstruction of such damaged or lost improvement, or (ii) in the event the insurance proceeds are not sufficient to fully reconstruct such improvements, then the proceeds of insurance shall be applied to the unpaid balance of purchase price.

14. TAXES AND CHARGES: It shall be the Buyer's obligation to pay immediately when due and payable and prior to the date when the same shall become delinquent all general and special taxes, special assessments, water charges, sewer service charges and other taxes, fees, liens, homeowner associations assessments and charges now or hereafter levied or assessed or charged against the premises or any part thereof or any improvements thereon, including those heretofore due and to furnish Seller with the original or duplicate receipts therefore.

UNOFFICIAL COPY

15. BUYER'S INTEREST:

- (a) No right, title, or interest, legal or equitable, in the premises described herein, or in any part thereof, shall vest in the Buyer until the Deed as herein provided, shall be delivered to the Buyer;
- (b) In the event of the termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, weather installed or constructed on or about said premises by the Buyer or others shall belong to and become the property of the Seller without liability or obligation on Seller's part to account to the Buyer therefore or for any part thereof;

16. LIENS:

- (a) Buyer shall not suffer any mechanics' lien, judgment lien or other lien of any nature whatsoever to attach to or be against the property which shall or may be superior to the rights of the Seller;
- (b) Each and every contract for repairs or improvements on the premises aforesaid, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim of lien against the subject premises, and no contract or agreement, oral or written, shall be executed by the Buyer for repairs or improvements upon the premises, except if the same shall contain such express waiver or release of lien upon the part of the party contracting and a copy of each and every such contract shall be promptly delivered to Seller.

17. PERFORMANCE:

- (a) If Buyer (1) defaults by failing to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement and such default is not cured within ten (10) days of written notice to Buyer; or (2) defaults in the performance of any other covenant or agreement hereof and such default is not cured by Buyer within thirty (30) days after written notice to Buyer (unless the default involves a dangerous condition which shall be cured forthwith); Seller may treat such a default as a breach of this Agreement and Seller shall have any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity: (i) maintain an action for any unpaid installments; (ii) declare the entire balance due and maintain an action for such amount; (iii) forfeit the Buyer's interest

UNOFFICIAL COPY

under this Agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Buyer, and upon Buyer's failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Buyer to reinstate as provided in that Act. In the event that the Illinois Mortgage Foreclosure Law shall apply, the parties will proceed in accordance with that Law;

- (b) As additional security in the event of default, Buyer assigns to Seller all unpaid rents, and all rents which accrue thereafter, and in addition to the remedies provided above and in conjunction with any one of them, Seller may collect any rent due and owing and may seek the appointment of receiver;
- (c) If default is based upon the failure to pay taxes, assessments, insurance or liens, Seller may elect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable from Buyer to Seller;
- (d) Seller may impose and Buyer agrees to pay a late charge not exceeding 5% of any periodic sum due hereunder which Seller elects to accept after the date the sum was due;
- (e) Anything contained in subparagraphs (a) through (d) to the contrary notwithstanding, this Agreement shall not be forfeited and determined, if within 20 days after such written notice of default, Buyer tenders to Seller the entire unpaid principal balance of the Purchase Price and accrued interest then outstanding and cures any other defaults of a monetary nature affecting the premises or monetary claims arising from acts or obligations of Buyer under this Agreement;

18. DEFAULT, FEES:

- (a) Buyer shall pay all reasonable attorney's fees and costs incurred by the other in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance, in defending any proceeding to which Seller is made a party to any legal proceedings as a result of the acts or omissions of the other party;
- (b) (1) All rights and remedies given to Buyer or Seller shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless specifically waived in this Agreement; (2) no waiver of any breach or default of either party hereunder shall be implied from any

UNOFFICIAL COPY

omission by the other party to take any action on account of any similar or different breach or default; the payment or acceptance of money after it falls due after knowledge of any breach of this Agreement by Buyer or Seller, or after the termination of Buyer's right of possession hereunder, or after the service of any notice, or after commencement of any suit, or after final judgment for possession of the premises shall not reinstate, continue or extend this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waived;

19. NOTICES: All notices required to be given under this Agreement shall be construed to mean notice in writing signed by or on behalf of the party giving the same, and the same may be served upon the other party or his agent personally or by certified or registered mail, return receipt requested, to the parties addressed if to Seller at the address shown on paragraph 1 or if to the Buyer at the address of the premises. Notice shall be deemed made when mailed or served.

20. ABANDONMENT: Fifteen days of continual physical absence by Buyer with any installment being unpaid, or removal of the substantial portion of Buyer's personal property with installments being paid, and in either case, reason to believe Buyer has vacated the premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the premises by Buyer. In such event, and in addition to Seller's remedies set forth in paragraph 20, Seller may, but need not, enter upon the premises and act as Buyer's agent to perform necessary decorating and repairs and to re-sell the premises outright or on terms similar to those contained in this Agreement with allowance for then existing marketing conditions. Buyer shall be conclusively deemed to have abandoned any personal property remaining on or about the premises and Buyer's interest therein shall thereby pass under this Agreement as a bill of sale to Seller without additional payment by Seller to Buyer.

21. SELLER'S ACCESS: Seller may make or cause to be made reasonable entries upon and inspection of the premises, provided that Seller shall give Buyer notice prior to any such inspection specifying reasonable cause therefore related to Seller's interest in the premises.

22. CALCULATION OF INTEREST: Interest for each month shall be calculated in arrears at the rate set forth herein on the balance from time to time unpaid for the year then divided by 12.

UNOFFICIAL COPY

23. ASSIGNMENT: The Buyer shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder nor shall the Buyer lease nor sublet the premises, or any part thereof. Any violation or breach or attempted violation or breach of the provisions of this paragraph by Buyer, or any acts inconsistent herewith, shall vest no right, title, or interest herein or hereunder, or in the said premises in any such transferee, pledgee, assignee, lessee or sub-lessee, but Seller may, at Seller's option, declare this Agreement null and void and invoke the provisions of this Agreement relating to forfeiture hereof.

24. FINAL CLOSING: Buyer shall be entitled to delivery of the Deed of conveyance aforesaid Affidavit of Title and a Bill of Sale to the personal property to be transferred to Buyer under this Agreement at any time upon payment of all amounts due hereunder in the form of wire transfer, chase, cashier's or certified check made payable to Seller, which amount shall be without premium or penalty. At the time Buyer provides notice to Seller that he is prepared to prepay all amounts due hereunder, Seller forthwith either shall produce and record at his expense a release deed for the prior mortgage, or obtain a currently dated loan repayment letter reflecting the amount necessary to discharge and release the prior mortgage. Seller shall have the right to repay and discharge such prior mortgage in whole or in part from sums due hereunder from Buyer. The repayment of the prior mortgage shall be supervised and administered by Buyer's mortgage lender, if any. Upon repayment of the prior mortgage Seller shall receive the cancelled note and a release deed in form satisfactory for recording which, shall be delivered to Buyer. Seller shall give Buyer a credit against the balance of the purchase price for the cost of recording such release. In the event Buyer does not have a mortgage lender, then the delivery of the cancelled note to Seller shall be simultaneous with the delivery of the Deed from Seller to Buyer, and to facilitate the delivery of documents and the payment of the prior mortgage and the balance of the amount due hereunder, the parties agree to complete such exchange at the office of the holder of the note secured by the prior mortgage. At the time of delivery of the Deed, Buyer and Seller shall execute and furnish such real estate transfer declarations as may be required to comply with State, County or local law. Seller shall pay the amount of any stamp tax then imposed by State or County law on the transfer of title to Buyer, and Buyer shall pay any such stamp tax and meet other requirements as then may be established by any local ordinance with regard to the transfer of title to buyer unless otherwise provided in the local ordinance.

UNOFFICIAL COPY

25. TITLE IN TRUST:

- (a) In the event that title to the premises is held in or conveyed into a trust prior to the initial closing, it shall be conveyed to buyer when and if appropriate under the terms of this Agreement in accordance with the provisions of paragraph 2, except that the conveyance shall be by Trustee's Deed. In such case, the names and addresses of each and every beneficiary of and person with a power to direct the Title Holder is attached hereto and by this reference incorporated herein as Exhibit B;
- (b) The beneficiary or beneficiaries of and the person or persons with the power to direct the Trustee shall cumulatively be deemed to jointly and severally have all the rights, benefits, obligations and duties by the Seller to be enjoyed or performed hereunder and such persons or persons with the power to direct the Trustee jointly and severally agree to direct the Trustee to perform such obligations and duties as such persons or the beneficiaries may not under the terms of the Trust Agreement do or perform themselves directly;
- (c) If, at any time of the execution of this Agreement, title to the premises is not held in a trust, Seller agrees that upon the written request of the Buyer any time prior to the final closing, Seller shall convey title into a trust and comply with subparagraphs (a) and (b) of this paragraph 29 with Buyer paying all trust fee and recording costs resulting thereby;

26. RECORDING: The parties shall record this Agreement or a memorandum thereof at Buyer's expense.

27. RIDERS: The provisions contained in any rider attached hereto are and shall for all purposes be deemed to be part of this Agreement as though herein fully set forth.

28. CAPTIONS AND PRONOUNS: The captions and headings of the various sections or paragraphs of this Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

29. PROVISIONS SEVERABLE: The unenforceability or invalidity of any provision or provisions hereof shall not render any other provisions or provisions herein contained unenforceable or invalid.

UNOFFICIAL COPY

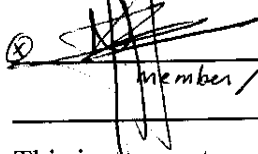
30. BINDING ON HEIRS, TIME OF ESSENCE: This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Seller and Buyer. Time is of the essence in this Agreement.

31. JOINT AND SEVERAL OBLIGATIONS: The obligations of two or more persons designated "Seller" or "Buyer" in this Agreement shall be joint and several, and in such case each hereby authorizes the other or others of the same designation as his or her attorney-in-fact to do or perform any act or agreement with respect to this Agreement or the premises.

32. NOT BINDING UNTIL SIGNED: A duplicate original of this Agreement duly executed by the Seller and his spouse, if any, or if Seller is a trustee, then by said trustee and the beneficiaries of the Trust shall be delivered to the Buyer or his attorney on or before December 1, 2003; otherwise at the Buyer's option this Agreement shall become null and void and the earnest money, if any, shall be refunded to the Buyer.

33. REAL ESTATE BROKER: Seller and Buyer represent and warrant that no real estate brokers were involved in this transaction

SELLER:







member/manager

This instrument prepared by:

Farano, Wallace & Doherty
7836 West 103rd Street
Palos Hills, Illinois 60465
(708) 598-6626
Facsimile (708) 598-8778

BUYER:

x 
x 
x 
x 

UNOFFICIAL COPY

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 _____ personally known to me be the same person _____ whose name _____ subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that _____ signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this 7 day of ^{December} ~~November~~, 2003.
[Signature]

Notary Public

Commission expires 3-26-05

EXHIBIT 11

UNOFFICIAL COPY

LOT 2 (EXCEPT THE WEST 25.57 FEET THEREOF) IN LIEBERMAN'S SUBDIVISION OF THE NORTH 14.34 FEET OF LOT 4 AND ALL OF LOTS 5, 6 AND 35 IN THE SUBDIVISION OF BLOCK 9 IN JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LOT 1, 2 AND 4 (EXCEPT THE NORTH 14.34 FEET OF SAID LOT 4 AND EXCEPT THE WEST 25.57 FEET OF SAID LOTS 1, 2 AND 4) IN THE SUBDIVISION OF BLOCK 9 IN JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY THAT PART LYING EAST OF A LINE 50.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 6), IN COOK COUNTY, ILLINOIS

THE WEST 25.57 FEET OF LOT 2 AND ALL OF LOT 3 IN LIEBERMAN'S SUBDIVISION OF THE NORTH 14.34 FEET OF LOT 4 AND ALL OF LOTS 5, 6 AND 35 IN THE SUBDIVISION OF BLOCK 9 IN JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE WEST 25.57 FEET OF LOTS 1, 2 AND 4 (EXCEPT THE NORTH 14.34 FEET OF SAID LOT 4) IN THE SUBDIVISION OF BLOCK 9 IN JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

17-06-420-030 (Lot 2)

17-06-420-031 (Lot 3)