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PREPARED BY:

Roberto Cisneros
Montes & Associates
2030 W. Armitage Ave.
Chicago, IL 60647



Doc#: 0415639016
Eugene "Gene" Moore Fee: \$46.50
Cook County Recorder of Deeds
Date: 06/04/2004 10:14 AM Pg: 1 of 12

MAIL TO:

Roberto Cisneros
Montes & Associates
2030 W. Armitage
Chicago, IL 60647

MEMORANDA OF ARTICLES OF AGREEMENT FOR DEED

GRANTOR(S), ERNESTO MENDOZA AND MARIA MENDOZA, HIS WIFE, of the City of Chicago, in the County of Cook, in the State of Illinois, for and in consideration of TEN AND 00/100 (\$10.00) DOLLARS, and other good and valuable consideration in hand paid, CONVEYS to ALEJANDRO VEGA AND MARGARITA MARTINEZ, PURCHASER(S), of the City of Chicago, County of Cook, State of Illinois, an interest in the following described Real Estate situated in the County of Cook in the State of Illinois ("Premises"), per the attached ARTICLES OF AGREEMENT FOR DEED:

See attached Legal Description:

Permanent Tax No.: 13-21-412-015-0000
Property Address 5109 West Henderson, Chicago, IL 60641

Subject to: CONDITIONS SET FORTH IN THE ARTICLES OF AGREEMENT FOR DEED, and all conditions, covenants, restrictions and easements, if any, whether the same be of record.

DATED this 1ST day of January, 2004.

MAIL TAX BILLS TO:

Alejandro Vega
5109 W. Henderson
Chicago, IL 60641

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ARTICLES OF AGREEMENT FOR DEED ("Agreement")

1. PURCHASER Alejandro Vega and Margarita Martinez agrees to purchase, and Seller, Ernesto Mendez and Maria Mendez agree to sell to Purchaser at the purchase price of Two Hundred Eighty Thousand (\$280,000) Dollars, the real estate commonly known as 5109 W. Henderson, Cook County, Illinois, and legally described as follows:
Chicago, IL 60641

To Follow - See attached Hereto
together with all appurtenances thereto and improvements thereon, (collectively the "Premises"), together with the following items of personal property located thereon for which the Seller shall deliver a Bill of Sale at the time of delivery of the Deed to the Purchaser as follows:

Existing heating, plumbing, electrical lighting fixtures; storm windows, storm doors and screens, if any; attached air conditioners, if any; attached TV antenna, if any; and specifically including the following items of personal property now on Premises:

Wall to wall carpeting

All of the foregoing items shall be left on the Premises, are included in the purchase price, and shall be transferred to the Purchaser by a Bill of Sale as aforesaid at the time of closing.

2. THE DEED.

A. If the Purchaser shall first make all the payments and perform all the covenants and conditions in this Agreement required to be made and performed by Purchaser, at the time and in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to Purchaser or Purchaser's nominee the Premises by a recordable Trustees Deed with release of homestead subject only to the following "permitted exceptions," if any:

- i. General taxes for 2013 and subsequent years;
- ii. Building lines and building laws and ordinances;
- iii. Zoning laws and ordinances, but only if the present use of the property is in compliance therewith or is legal non-conforming use;
- iv. Visible public and private roads and highways;
- v. Easements for public utilities which do not underlie the improvements on the property; and
- vi. Other covenants, restrictions and declarations of record which are not violated by the existing improvements upon the property.

B. The performance of all the covenants and conditions herein to be performed by Purchaser shall be a condition precedent to Seller's obligation to deliver the deed aforesaid.

3. **INSTALLMENT PURCHASE.** Purchaser hereby covenants and agrees to pay to Seller or to such other person as Seller may from time-to-time designate in writing, the purchase price and interest on the balance of the purchase price remaining from time-to-time unpaid from the date possession of the

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Premises is delivered to Purchaser at the rate of ___ percent per annum, all payable in lawful money of the United States of America and in the manner following to wit:

A. _____ (\$ 0) Dollars as a downpayment to be applied to the purchase price at the time of execution of this Agreement;

B. ~~The balance of the purchase price, to wit: _____ (\$ _____) Dollars is to be paid in equal monthly installment payments of _____ (\$ _____) Dollars commencing on the _____ day of _____, 19____ and on the _____ day of each month thereafter except that the final payment of the purchase price and all accrued but unpaid interest and other charges as hereinafter provided, if not sooner paid shall be due on the _____ day of _____, 19____ ("Installment Payments"). A late charge of five (5%) percent shall be due on all installment payments or the final payment if such payment is not paid within ten (10) days of due date. Assessment and payment of a late charge is without prejudice to Seller's remedies in the event of Purchaser's defaults as set forth herein.~~

C. All payments received hereunder shall be applied first to accrued interest, cost and charges hereunder and the balance to principal.

D. In addition to the monthly installment payment due See addendum attached hereto 19____, Purchaser agrees to pay Seller a principal payment of \$ _____ with such installment payment. Scheduled monthly installment payment amounts due thereafter shall not change as a result of this principal payment.

4. CLOSING DATE. The closing of the sale described herein shall occur on 1-30-2004 at the office of Purchaser's Lender, the Title Company or Seller's Attorney if Purchaser is not otherwise in default hereunder and if Purchaser's interest hereunder has not been previously been forfeited as provided herein.

5. POSSESSION. Seller shall deliver possession of the Premises to Purchaser on or before Closing, and thereafter, Purchaser shall be responsible for utility charges to the Premises and accruing real estate taxes. Purchaser have inspected the Premises and all personal property therein and agree to accept same in "AS IS" condition without warranties of any kind or nature whatsoever.

6. PRIOR MORTGAGES. Seller hereby represents and warrants to Purchaser that the Premises is encumbered only by a certain trust deed or mortgage made by Seller to 1st Mutual recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. _____ to secure a note for \$ _____ and by a collateral assignment of the beneficial interest in Seller. Seller further agree that Seller shall not further encumber by mortgage or trust deed the Seller's interest in the Premises without the prior written notice to Purchaser.

7. TITLE.

A. At least five (5) business days prior to delivery of possession of the Premises to Purchaser, Seller shall furnish or cause to be furnished to Purchaser, at Seller's expense, a contract Purchaser's title commitment on the Premises issued by a licensed Title Insurance Company in the amount of the purchase price and showing Seller in fee simple title thereto, subject only to:

- i. The "permitted exceptions" set forth in Paragraph 2 hereinabove;
- ii. Other title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money and which shall be removed at or prior to the closing;
- iii. The aforesaid trust deed or mortgage;

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- iv. Acts done or suffered by or judgments against the Purchaser, or those claiming by, through, or under the Purchaser; and
- v. Title policy standard exceptions.

B. Every title commitment which conforms with subparagraph A hereinabove shall be conclusive evidence of merchantable title therein shown.

C. Purchaser's taking possession of the Premises shall be conclusive evidence that Purchaser in all respects accepts and is satisfied with the physical condition of the Premises "AS IS".

8. **AFFIDAVIT OF TITLE.** Seller shall furnish to Purchaser at the time of possession and again at closing an affidavit of title covering that period between the date of the aforesaid title insurance commitment and the date of possession and closing respectively.

9. **PRORATIONS.** General real estate taxes on the Premises shall be adjusted ratably as of the date of possession. Real estate taxes for ~~19~~²⁰⁰¹ shall be paid by Seller. Real estate taxes for the year ~~19~~²⁰⁰² shall be prorated as of the date of possession.

10. SELLER'S REPRESENTATIONS.

A. Seller expressly warrants to Purchaser that no notice from any city, village or other governmental authority of a dwelling code violation which existed on any dwelling structure on the Premises herein described before this Agreement was executed has been received by the Seller or the Seller's agents within ten (10) years of the date of execution of this Agreement, nor are any condemnation proceedings pending or threatened.

B. Seller represents that any special assessments on the Premises for municipal improvements prior to the date of possession shall be paid by Seller at or prior to closing.

C. Seller represents to Purchaser that its sole beneficiaries and owners and holders of the power of direction in and to Seller are Ernesto & Maria Mendez.

D. Seller hereby directs Purchaser, for all purposes under this Agreement, to accept direction or notices from and to honor requests from either Ernesto Mendez or Maria Mendez as a direction, notice or request being made by, for and on behalf of Seller. Any right which may be exercised by Seller hereunder may be exercised by either Ernesto or Maria Mendez in their own name or on behalf of Seller.

E. Seller shall at all times make timely payment of all payments due and arising in connection with Seller's trust deed or mortgage, provided that the Purchaser is current in all payments due hereunder to Seller. Seller hereby warrants and represents that all payments with respect to said trust deed or mortgage are current as of the date hereof. If the Seller shall fail to make any payment due in connection with said trust deed or mortgage, Purchaser shall have the right to make such defaulted payment and to set off such payment against the principal balance due hereunder.

11. **PURCHASER TO MAINTAIN.** Purchaser shall keep the Premises and personal property on the Premises in a good clean sightly and healthy condition and in as good repair and condition as they now are, ordinary wear and tear expected. Purchaser shall make all necessary repairs and renewals upon said Premises and to such personal property including by way of example and not of limitation, interior painting and decorating; window glass replacement; heating, ventilating, and air conditioning equipment repair or replacement; and plumbing and electrical systems repair or replacement. If Purchaser fails to keep the Premises and personal property thereon in good repair, and in a clean, sightly, and healthy condition, Seller may either (a) enter the Premises by Seller's agents, servants, or employees, without such entering causing or constituting a termination of this Agreement or an interference with Purchaser's

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possession of the Premises, and make necessary repairs and do all the work required to place said Premises in good repair and in a clean, sightly, and healthy condition, and Purchaser agree to pay to Seller, as so much additional purchase price for the Premises, the expenses of Seller in making said repairs and in placing the Premises in a clean, sightly, and healthy condition; or (b) notify the Purchaser to make such repairs and to place said Premises in a clean, sightly, and healthy condition within thirty (30) days of such notice (except as is otherwise provided in paragraph 17) and upon default by Purchaser in complying with said notice, then, Seller may avail themselves of such remedies as Seller may elect from those that are by this Agreement or at law or equity provided. All such remedies being cumulative and may be exercised separately or together.

12. **FIXTURES AND EQUIPMENT.** At the time of delivery of possession of the Premises to Purchaser, Purchaser also shall receive possession of the personal property to be sold to Purchaser pursuant to the terms of this Agreement as well as of the fixtures, and equipment permanently attached to the improvements on the Premises, but until payment in full of the purchase price is made, none of such personal property, fixtures, or equipment shall be removed from the Premises without the prior written consent of the Seller.

13. **INSURANCE.** Purchaser shall maintain casualty and liability insurance on the Premises and the personal property thereon at Purchaser's sole cost until date of closing in amounts and in companies satisfactory to Seller. Seller and the Purchaser shall appear thereon as named insureds. Seller may, at Seller's option, pay the premium thereon and Purchaser, upon demand, shall reimburse Seller for same. Purchaser agrees to deposit with Seller in escrow one-twelfth (1/12th) of the prior years insurance premiums monthly along with Purchaser's regular monthly installment payment of principal and interest. Purchaser shall deliver the original policy of such insurance to Seller and shall deliver premium renewal notices to Seller for payment from the escrow provided for herein. On or prior to the date possession of the Premises is delivered to Purchaser, Purchaser shall deposit with Seller in escrow two-twelfths (2/12ths) of the annual insurance premium. In the event of a casualty loss to the Premises or the personal property thereon, application of insurance proceeds to the sum due Seller hereunder or to repair, replacement or restoration of the Premises or the personal property thereon shall be at Seller's sole option subject to the direction of any Lender of Seller with an interest in the Premises. Purchaser hereby appoints Seller or any beneficiary of Seller as the attorney-in-fact for Purchaser to endorse Purchaser's name of any insurance company draft jointly payable to Seller and Purchaser. In the event this Agreement is forfeited pursuant to the provisions herein contained, Purchaser's interest in any such insurance policy and in any insurance premium escrow shall be also forfeited and become the sole property of Seller.

14. **TAXES AND CHARGES.** It shall be Purchaser's obligation to pay in full, at Purchaser's expense, all special assessments and general real estates taxes assessed or levied after the date of possession and any general real estate taxes for which Purchaser was given a credit by Seller at delivery of the possession of the Premises to Seller. Purchaser agree to deposit with Seller in escrow one-twelfth (1/12th) of the prior years' real estate taxes monthly along with Purchaser's regular monthly installment payment of principal and interest. On or prior to the date possession of the Premises is delivered to Purchaser, Purchaser shall deposit with Seller in escrow two-twelfths (2/12ths) of the annual general real estate taxes on the Premises. In the event this Agreement is forfeited pursuant to the provisions herein contained, Purchaser's interest in any such real estate tax escrow shall be also forfeited and become the sole property of Seller.

15. PURCHASER'S INTEREST.

A. No right, title or interest, legal or equitable, in the Premises or the personal property described herein, or in any part thereof, shall vest in the Purchaser until the deed and bill of sale, as herein provided, shall be delivered to the Purchaser.

B. In the event of the termination of this Agreement by lapse of time, forfeiture, or otherwise, any personal property of Purchaser located on the Premises and all improvements, whether finished or

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unfinished, whether installed or constructed on or about said Premises by the Purchaser or others shall belong to and become the property of the Seller without liability or obligation on Seller's part to account to the Purchaser therefore or for any part thereof.

16. **LIENS.** Purchaser shall not permit a mechanic's lien or judgment lien to attach to the Premises.

17. **PERFORMANCE.**

A. If Purchaser (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 payment due date; or (2) defaults in the performance of any other covenant or condition hereof and such default is not cured by Purchaser within thirty (30) days after written notice to Purchaser (unless the default involves a dangerous condition, which shall be cured forthwith); Seller may treat such 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, all of which remedies may be exercised separately or cumulatively:

- i. Maintain an action for any unpaid installment payments; or
- ii. Declare the entire unpaid principal balance, accrued interest and costs due Seller immediately due and payable and maintain an action for such amounts; or
- iii. Forfeit Purchaser's interest under this Agreement and retain all sums paid or on deposit in an escrow as liquidated damages in full satisfaction of any claim against Purchaser, and upon Purchaser's failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act of the State of Illinois, subject to the rights of Purchaser to reinstate as provided for in said Act.

B. As additional security in the event of Purchaser's default, Purchaser hereby assigns to Seller all rents due or to become due from a tenant of all or any part of the Premises and in addition to the remedies provided above and in conjunction with any one of them, Seller may collect any rent due and owing Purchaser from such tenants and may seek the appointment of a receiver.

C. If default is based upon the failure of Purchaser to pay real estate taxes or special assessment, a lien or insurance premiums, Seller may elect to make such payments and add the amount so paid to the principal balance due hereunder, which amount shall become immediately due and payable by Purchaser to Seller and shall accrue interest at the rate of twelve (12%) percent per annum from disbursement until payment.

D. Anything contained in subparagraphs A through C to the contrary notwithstanding this Agreement shall not be forfeited and determined if within twenty (20) days after such written notice of default, Purchaser 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 Purchaser under this Agreement.

18. **DEFAULT FEES.**

A. Purchaser shall pay all reasonable attorney's fees and costs incurred by Seller in enforcing the terms and provisions of this Agreement, including such fees and costs incurred in defending any proceeding to which Seller is made a party defendant (or creditor in the event of the Purchaser's Bankruptcy or having made an assignment for the benefit of creditors), or as a result of the acts or omissions of Purchaser.

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B. (1) All rights and remedies of 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 default of either party hereunder shall be implied from any omission by the other party to take any action on account of such default or any similar or different default. The payment by Purchaser or the acceptance by Seller of any sum due hereunder after such sum falls due and after knowledge of any default under this Agreement by Purchaser, or after the termination of Purchaser'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. Such notice may be served upon the other party or his agent personally, by facsimile, with original to be forwarded by 1st class mail within 2 business days of request for same, or by certified mail, to the parties addressed as follows:

A. If to Seller at:

with a copy by first class mail to Seller's attorney:

B. If to Purchaser at:

with a copy by first class mail to Purchaser's attorney:

A notice shall be deemed received by a party the date it is personally delivered to such party or the party's agent, the date a facsimile transmission is sent or three (3) days after mailing by certified mail. The refusal of a party to accept personal delivery of a notice, facsimile delivery of a notice or a certified mailing of a notice shall not impair the effectiveness of the notice. For purposes of this provision any attorney representing a party shall be deemed an agent of that party for purposes of receiving a notice.

20. ABANDONMENT. Fifteen (15) days physical absence of Purchaser from the Premises with any installment payment being unpaid, or removal of a substantial portion of Purchaser's personal property from the Premises with any installment payment being unpaid, and, in either case Seller has reason to believe Purchaser has vacated the Premises with no intent again to take possession thereof, shall be conclusively deemed to be an abandonment of the Premises by the Purchaser.

In such event, and in addition to Seller's remedies set forth hereinabove, Seller may, but need not, enter upon the Premises and act as Purchaser'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 market conditions. Purchaser shall be conclusively deemed to have abandoned any personal property remaining on or about the Premises and Purchaser's interest therein shall thereby pass under this Agreement as a bill of sale to Seller without additional payment by Seller to Purchaser.

21. SELLER'S ACCESS. Seller may make or cause to be made reasonable entries upon the Premises, provided that Seller shall give Purchaser notice prior to any such inspection (except in emergencies) specifying reasonable cause thereof related to Seller's interest in the Premises. Purchaser shall deliver to Seller keys for the Premises and any alarm systems on the Premises.

22. ASSIGNMENT. The Purchaser shall not transfer, pledge, or assign this Agreement or any interest of Purchaser herein. Any violation or breach or attempted violation or breach of the provisions of this paragraph by Purchaser, or any acts inconsistent herewith, shall vest no right, title, or interest herein or hereunder or in the Premises, in any such transferee, pledgee, assignee, or other purported taker, and Seller may, at Seller's discretion, declare any such transfer, pledge or assignment null and void and invoke

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the provisions of this Agreement relating to forfeiture thereof.

23. **CLOSING.** Purchaser shall be entitled to delivery of the deed of conveyance aforesaid and a bill of sale to the personal property to be transferred to Purchaser under this Agreement at any time prior to forfeiture of Purchaser's rights hereunder upon payment of all amounts due Seller hereunder in the form of cash, cashier's or certified check made payable to Seller, which amount shall be without premium or penalty. At the time of closing, Seller shall pay or cause to have been paid any remaining indebtedness then outstanding in connection with any trust deed or mortgage from Seller affecting the Premises, payment of which may be made from the payment made by Purchaser to Seller at closing. Seller shall cause the release and satisfaction of any such trust deed or mortgage to be delivered to Purchaser, and the cost of recordation thereof shall be paid by Seller. At the time of closing, Seller shall credit to Purchaser the cost of State and County Transfer stamps predicated upon the purchase price of said Premises and at the rate in effect on the date hereof. Purchaser shall be responsible for any increase in such tax. Purchaser 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 Purchaser including the cost of obtaining local inspections, water certificates and transfer tax stamps.

24. **ESCROW TRUST.** The parties agree to establish an Escrow Trust for Articles of Agreement at PNTN Title Insurance Company. The cost of such Escrow Trust shall be paid by Purchaser. Seller and Purchaser agree to deposit such documents in the Escrow Trust as would be required under the terms of this Agreement at closing, including but not limited to trustees deed, bill of sale, affidavit of title, ALTA, State and County Declarations, original copy of these Articles of Agreement and an original copy of Memorandum of Articles of Agreement for recording.

25. **PRESENT MORTGAGE OR TRUST DEED.** The trust deed or mortgage of Seller described herein contains a certain provision that the principal balance due thereunder shall fall due upon the sale of any interest of the Seller in said Premises. It is hereby agreed by the Purchaser and the Seller that in the event the holder of said trust deed or mortgage shall call due said principal balance, the principal balance hereunder shall likewise fall due and payable to the Seller on the same date as if that date were the closing date.

26. **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.

27. **PROVISIONS SEVERABLE.** The unenforceability or invalidity of any provision hereof shall not render any of the provision or provisions herein contained unenforceable or invalid.

28. **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 Purchaser. Time is of the essence of this Agreement.

29. **JOINT AND SEVERAL OBLIGATIONS.** The obligations of two or more persons designated "Seller" or "Purchaser" 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, her or its attorney-in-fact to do or perform any act or agreement with respect to this Agreement or the Premises.

30. **REAL ESTATE BROKER.** Seller and Purchaser represent and warrant that no real estate brokers were involved in this transaction.

31. **TRUSTEE'S EXCULPATION.** Trustee's exculpation is attached hereto or notated hereon

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and is incorporated herein by reference.

32. NO OPTION. The submission of a draft of this Agreement and negotiations between the parties with regard to the terms and provisions of this Agreement and any related documents or agreements shall not be construed as granting Purchaser an option to purchase the Premises. Until this Agreement and any related documents or agreements are fully executed by Seller and Purchaser, Seller may enter into negotiations and a contract or agreement for the sale of the Premises with another potential Purchaser.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 1st day of January, 2004.

SELLER:

X [Signature]
X Maria J. Mendoza

PURCHASER:

X [Signature]
X _____

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ADDENDUM TO ARTICLES FOR DEED

The following are revisions to the attached Articles for Deed, executed by the parties and are to be incorporated therein:

Paragraph 3.B- Shall be revised to read as follows:

The balance of the purchase price shall be paid as follows:

1. The buyer shall pay the Seller's current mortgage payment of One thousand four hundred seventy eight and 54/100's (\$1478.54) and shall be responsible to make said payment on the 1st of each month commencing January 1, 2004 and Buyer shall be responsible and pay any increases in said payment including for higher taxes and/or insurance rates and late fees, if accrued.
2. In addition to the above payment, Buyer shall pay the Seller the sum of Six Hundred Dollars (\$600) a month commencing January 1, 2004. Said payment shall constitute an interest only payment and shall not be applied to the principal balance.
3. No earlier than December 1, 2005 or no later than December 1, 2008, the Buyer shall pay the Seller the sum of \$70,000 in fresh money and shall pay off the balance of Seller's current mortgage with First Midwest Bank, Account No. 0025690975.

Agreed to this 1st day of January, 2004

By: [Signature]
Seller

By: [Signature]
Buyer

By: Maria J. Mendez
Seller

By: Margarita Martinez
Buyer

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ADDENDUM TO ARTICLES FOR DEED

The following are revisions to the attached Articles for Deed, executed by the parties and are to be incorporated therein:

Paragraph 3, B- Shall be revised to read as follows:

The balance of the purchase price shall be paid as follows:

1. The buyer shall pay the Seller's current mortgage payment of One thousand four hundred seventy eight and 54/100's (\$1478.54) and shall be responsible to make said payment on the 1st of each month commencing January 1, 2004 and Buyer shall be responsible and pay any increases in said payment including for higher taxes and/or insurance rates and late fees, if accrued.
2. In addition to the above payment, Buyer shall pay the Seller the sum of Six Hundred Dollars (\$600) a month commencing January 1, 2004. Said payment shall constitute an interest only payment and shall not be applied to the principal balance.
3. No earlier than December 1, 2005 or no later than December 1, 2008, the Buyer shall pay the Seller the sum of \$70,000 in fresh money and shall pay off the balance of Seller's current mortgage with First Midwest Bank, Account No. 0025690975.

Agreed to this 1st day of January, 2004

By: [Signature]
Seller

By: [Signature]
Buyer

By: Marcia J. Mendez
Seller

By: Margarita Martinez
Buyer

4. SELLER SHALL CREDIT BUYER FOR THE 2003 REAL ESTATE TAXES AT 100% OF THE MOST RECENTLY ASCERTAINABLE TAX BILL AT THE FINAL CLOSING
(A.V.) (E.M.)

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legal description:

THE WEST 30 FEET OF LOT 19 IN BUEHLER'S SECOND SUBDIVISION BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT THE NORTH 1/2 THEREOF AND EXCEPT THE EAST 33 FEET OF THE SOUTH 1/4 THEREOF) OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Street Address: 5109 W. Henderson, Chicago, Il 60641

Tax I.D. Number: 13-21-412-015

MAIL TO:

Roberto Cisneros
Montes & Associates
2030 W. Armitage
Chicago, Il 60647

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