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Doc#: 0502539072
Eugene "Gene" Moore Fee: \$44.50
Cook County Recorder of Deeds
Date: 01/25/2005 10:51 AM Pg: 1 of 11

ARTICLES OF AGREEMENT FOR A WARRANTY DEED

LOT 34 (EXCEPT THE NORTH 5.17 FEET THEREOF) IN CUMMINGS AND FOREMAN REAL ESTATE CORPORATION ROOSEVELT ROAD AND 17TH AVENUE SUBDIVISION OF LOTS 1, 2, 3, 4, 5, 7 AND 8 IN OWNERS PARTITION OF THE SOUTH 83.2 ACRES OF THE WEST HALF OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 15-15-331-047-0000

Property Address:
2120 S. 17th Avenue, Broadview, Illinois

This instrument prepared by:

Stuart T. Edelstein
180 N. LaSalle Street
Suite 1601
Chicago, IL 60601



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ARTICLES OF AGREEMENT FOR A WARRANTY DEED

1. Purchaser, **TIESHA CARTEER**, of Cook County, State of Illinois, agrees To purchase and Sellers, **GREGG WALKER & HACHMON FORECLOSURE INC.** an Illinois corporation, of cook County, State of Illinois, agrees to sell to Purchaser at the purchase price of ninety two thousand and five hundred, (\$92,500.00) Dollars the property commonly known as 2120 17th Ave, Broadview, Illinois, leally described on Exhibit "A" attached hereto (hereinafter referred to as the premise") with approximate dimensions as per survey, together with all improvements, fixtures, and personal property, if any, currently located on the Premises.

2. **THE DEED:**

A. If the Purchaser shall first make all the payments and perform all the covenants and agreements in this Agreement required to be made and performed by said Purchaser, at the time and in the manner hereinafter set forth, Seller shall cause to be conveyed to Purchaser, or her nominee which may be an Illinois land Trustee, by a recordable stamped Warranty deed good and merchantable title to the premises subject only to the following "permitted exceptions", if any (1) General real estate taxes for the not yet due and payable and subsequent years; (2) Building, building line and use or occupancy restrictions, conditions and covenants of recorded; (3) Zoning laws and ordinance; (4) Easements for public utilities;

3. **INSTALLMENT PURCHASE:**

Purchaser hereby covenants and agrees to pay to Seller at 5412 North Clark, Suite 218 Chicago, Illinois or to 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 from time to time unpaid from the date of initial closing at he rate of ten (10%) percent per annum in the manner following, to wit:

- A. At the initial closing, Purchaser shall pay the sum of fifteen Thousand Dollars (\$15,000.00) and Seller will give the Purchaser possession of the entire building.
(All tenants will be remove)

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- B. The balance of the purchase price to wit: Seventy-seven Thousand Five Hundred Dollars (\$77,5000.00) shall be Paid as follows: seven hundred fifty dollars. (\$750.00) on the 1st day of November, 2002 and (\$750.00) Dollars on the 1st day of each month thereafter.
- C. 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 Last day of November 2003.
- D. All payments shall be applied first to interest on the balance due from time to time and then to principal.
- E. All payments not made by the 10th day of the month shall bear a penalty of 5% of the amount of the payment.

4. CLOSING: THE "Initial Closing" shall be effective as of November 2002 "Final Closing shall occur when all covenants and conditions herein to be performed by Purchaser have been so performed.

5. POSSESSION: Possession shall be granted to Purchaser at initial closing provided that the full down payment, plus or minus prorations, if any, has been paid to Seller's beneficiary in cash or by cashier's or certified check on the initial closing dated, and further provided that neither Purchaser nor Seller on such initial closing date is otherwise not in default hereunder.

A. In the event Seller shall fail to make any payment on the indebtedness secured by a prior mortgage or shall suffer or permit there to be any other breach of default in the terms of any indebtedness or prior mortgage, Purchaser shall have the right, but not the obligation, to make such payments or cure such default and to offset the amount so paid or expended including all incidental costs, expenses and attorney's fees attendant thereto incurred by Purchaser to protect Purchaser's interests hereunder from the unpaid balance of the purchase price or from the installment payments to be made under this agreement.

6. TITLE:

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A. At least seven (7) business days prior to the final closing, Seller shall furnish or cause to be furnished to Purchaser 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 Greater Illinois Title Company or equivalent policy in the amount of the purchase price covering the date hereof, subject only to :

- (1) the "permitted exceptions" set forth in paragraph 2;
- (2) prior mortgages permitted in paragraph 6;
- (3) 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 final closing;
- (4) acts done or suffered by or judgments against the Purchaser, or those claiming by through or under the Purchaser.

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. If the Seller fails to have unpermitted exceptions waived, or in the alternative, to obtain a commitment for title insurance specified above as to such exceptions, within the specified time, the Purchaser may terminate the contract between the parties, or may elect, upon notice to SELLER within (10) days after the expiration of the (30) day period, to take the title as it then is, with the right to deduct from the purchase price, liens or encumbrances of a definite or ascertainable amount. If the PURCHASER does not so elect, the contract between the parties shall become null and void, without further action of the parties, and all monies paid by PURCHASER hereunder shall be refunded.

C. Every title commitment which conforms with subparagraph A shall be conclusive evidence of a good title therein shown, as to all matters insured by the policy, subject only to special exceptions therein stated.

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7. AFFIDAVIT OF TITLE: SELLER shall furnish PURCHASER at or prior to the initial and final closing an Affidavit of Title, covering said dates, subject only to those permitted exceptions set forth in paragraph 2, and un-permitted exceptions, if any as to which the title insurer commits to extend insurance in the manner specified in paragraph 7. All parties shall execute an "ALTA Loan and Extended Coverage Owner's Policy Statement" and such other documents as are customary or required by the insurer of the commitment for title insurance.
8. PRORATIONS: There will be no prorations of any items. PURCHASER will be responsible for all unpaid taxes.
9. CONDITION OF PREMISES: PURCHASER is satisfied with physical condition of the Premises.
10. PURCHASER TO MAINTAIN: PURCHASER shall make all necessary repairs and renewals upon said premises including by way of example and not of limitation, interior painting and decorating; window glass; heating ventilating and air conditioning equipment; plumbing and electric systems and fixtures; roof; masonry including chimneys and fireplaces maintain the water bill, gas bill and property taxes, etc. if, however, the said premises shall not be thus keep in good repair, and in a clean, sightly, and healthy conditions with in thirty (30) days of such notice and, upon default by Purchaser in complying with said notice, Seller may either (a) enter same, itself, or by its agents, servants, or employees, without such entering causing or constituting a termination of this Agreement or and interference with PURCHASER'S possession of the premises, and make the 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 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) avail itself of such other remedies as SELLER may elect, if any.
11. 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 PURCHASEER pursuant of the terms of this Agreement as well as the fixtures and equipment permanently attached to the improvements on the premises, but until payment in full of the

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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 except for repairs or renovation which consent shall not be withheld unreasonably.

12. INSURANCE: In case of loss of or damage to the 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 (a) 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 (b) in the event the insurance proceeds are not sufficient to fully reconstruct or restore such improvements, then the proceeds of insurance shall be applied to the unpaid balance of the purchase price.

13. TAXES, INSURANCE AND CHARGES: Subject to the provisions of paragraph 9, from the date of initial closing it shall be PURCHASER'S expense, 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 and liens and to furnish SELLER with the original or duplicate receipts therefor. PURCHASER, from the initial closing, shall also maintain and pay for all required insurance naming SELLER as additional insured.

14. PURCHASER'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 Purchaser until the Deed, 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, all improvements, whether finished or 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 judgment or other lien to attach to the premises.

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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 (15) days of written notice to PURCHASER; or (2) defaults in the performance of any other covenant or agreement hereof and such default is not cured by PURCHASER within thirty (30) days after written notice to PURCHASER; 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:

(a) maintain a personal action for any unpaid installments; (b) declare the entire balance due and maintain an action for such amount; (c) forfeit the PURCHASER'S interest under this Agreement and retain all sums paid 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.

B. As additional security in the event of default, PURCHASER 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 a 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 by PURCHASER to SELLER.

18. DEFAULT, FEES:

A. PURCHASER shall pay all reasonable attorney's fees and costs incurred by the SELLER in enforcing the terms and provisions of this Agreement or any amendment hereto, including forfeiture, in defending any proceeding to which SELLER is made a party defendant (or creditor in the event of PURCHASER'S bankruptcy or being declared insolvent) as a result of the acts or omissions of the PURCHASER.

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- B. (1) All rights and remedies given to PURCHASER or SELLER shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other 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 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 due after knowledge of any breach of this Agreement by PURCHASER or SELLER or after the termination of the Buyer's right of possession hereunder, or after the service of any notice, or after commencement of any suit, or after final judgment of repossession 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 constructed 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 by certified mail, return receipt requested, to the parties addressed, if to SELLER at the address shown in paragraph 3, or if the PURCHASER at the address of the premises. Notice shall be deemed made when mailed. Either party may change the address to which notice is to be sent by notice as herein provided.
20. SELLER'S ACCESS: SELLER may make or cause to be made reasonable entries upon and inspection of the premises, provided that SELLER gives purchaser reasonable notice prior to any such inspection specifying reasonable cause there for related to SELLER'S interest in the premises.
21. ASSIGNMENT: The PURCHASER may transfer, pledge or assign this Agreement, or any interest herein or hereunder with the written consent of SELLER, which shall not be unreasonably withheld. 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 said premises in any such transferee, pledge, assignee, lessee or sub-lessee, but SELLER may, at SELLER'S option, declare this Agreement

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null and void and declare PURCHASER to be in default hereunder and SELLER may invoke any remedies of paragraph 21 hereof.

22. FINAL 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 upon payment of all amounts due hereunder in the form of cash or cashier's or certified check made payable to SELLER, which amount shall be without premium or penalty. At the time PURCHASER 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 PURCHASER provide such repayment clears said Mortgage as a lien of this Unit. The repayment of the prior mortgage shall be provided and administered by PURCHASER'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 shall be delivered to PURCHASER. SELLER shall give PURCHASER a credit against the balance of the purchase price for the cost of recording such release. In the event PURCHASER 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 PURCHASER, 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 offices of the holder of the note secured by the prior mortgage. At the time of delivery of the Deed, PURCHASER 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 PURCHASER, and PURCHASER shall pay any such stamp tax and meet other requirements as then may be established by and local ordinance with regard to the transfer of title to PURCHASE unless otherwise provided in the local ordinance.

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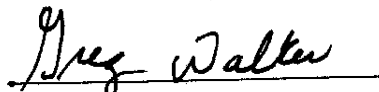
23. RECORDING: The parties may record this Agreement or a memorandum thereof at PURCHASER'S expense.
24. CAPTIONS AND PRONUONS: The captions and headings of the various sections or paragraphs of this Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hero. Whenever the context requires or permits, the singular and the masculine, feminine and neuter shall be freely interchangeable.
25. PROVISIONS SEVERABLE: The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.
26. BINDING ON HEIRS, TIME O ESSECNE: Except as provided in paragraph above, 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.
27. 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 or her attorney -in -fact to do or perform and act or agreement with respect to this Agreement or the premises.
28. PAYMENT OF COSTS: Notwithstanding anything contained to the contrary in this Agreement, Purchaser will pay all SELLER'S costs and expenses.
29. REDUCTION OF TAXES: PURCHASER shall retain at his earliest convenience and at her sole expense, an attorney to reduce real estate taxes.

In witness whereof, the parties hereto have hereunto set their hands and

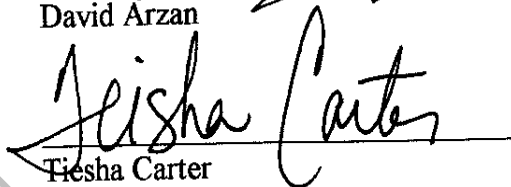
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David Arzan



Gregg Walker



Tiesha Carter

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