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AFTER RECORDING RETURN TO:

THOMAS ECK
c/o Joseph Kosteck, Esq.
9944 South Roberts Road
Suite #108
Plaos Hills, Illinois 60456



Doc#: 0533447076 Fee: \$36.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/30/2005 09:23 AM Pg: 1 of 7

ARTICLES OF AGREEMENT FOR DEED

Re: 58 Vacant Lots, 149th & 150th, Between Troy & Scaramento, Markham, Illinois
PINS: See Attached Exhibit

This instrument was prepared by DAVID L. ANDERS
HUTCHISON, ANDERS & HICKEY
16860 S. Oak Park Ave.
Tinley Park, IL 60477

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ARTICLES OF AGREEMENT FOR DEED

ARTICLES OF AGREEMENT is made 11-21, 2005, between **TERRY SULLIVAN**, Seller, and **TOM ECK**, Purchaser.

WITNESSESS that in consideration of the monies paid and hereinafter agreed to be paid by Purchaser to Seller, and in consideration of the other mutual covenants and agreements herein made and set forth, the parties hereto agree as follows:

1. Seller covenants and agrees to convey to Purchaser, on the date that the purchase price and all other payments and considerations herein provided by Purchaser to be made, have been paid, made or tendered in full to Seller, or as otherwise set forth herein, fee simple title to the real estate legally described on **Exhibit "A"** attached hereto and made a part hereof, by good and sufficient Warranty or Trustee's Deed, subject only to:

- a. General real estate taxes for the year 2005 and all subsequent years;
- b. Building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances;
- c. Roads, highways, streets and alleys, if any;
- d. Easements of record;
- e. Rights of all persons claiming by, through or under the Purchasers;
- f. Any and all leases and tenancies, written or otherwise.

2. Purchaser covenants and agrees to pay Seller the purchase price of **FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00)**, payable in the following manner:

a. **TWO HUNDRED THOUSAND DOLLARS (\$200,000.00)** upon the signing of this Articles of Agreement for Deed (initial closing), at which time Purchaser shall obtain possession of the subject parcel and all improvements. Said **TWO HUNDRED THOUSAND DOLLARS (\$200,000.00)** shall be applied to the purchase price at the final closing.

b. **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)** on or before December 31, 2005.

c. **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)** upon completion of improvements (ie: water, sewer, curbs, first layer of asphalt) to the property.

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3. The initial closing shall take place on November 18, 2005, and the final closing shall take place upon agreement of the parties, but no later than 30 days after the completion of the improvements as stated in Paragraph 2c. Purchaser shall be given a credit at the final closing for real estate taxes which accrue prior thereto.

4. The parties acknowledge and agree that development of the property being sold herein is being done in connection with the development of the property being retained by the Seller as one subdivision. Purchaser and Seller agree to cooperate with each other in all aspects of development of the property. The parties further acknowledge and agree that the cost of engineering, the preparation and recording of the plat of subdivision, as well as all of the improvements to the property being sold and the property retained by the Seller shall be divided pursuant to each party's pro rata share of the property.

5. Upon completion of these Article of Agreement, both Seller and Purchaser shall have a vested interest in any recapture agreement executed with the proper municipality. Said interest shall be proportionate to each party's interest in the subdivision at the time of the completion of these Articles of Agreement.

6. Purchaser may not contract to sell and convey any of the parcel without completion of these Articles of Agreement, prior written consent of Seller and/or the payment in full of the original purchase price.

7. Seller agrees that in the event that he receives a bona fide offer to purchase any or all of his said remaining vacant lots during the term of this Articles of Agreement, Purchaser shall have the right of first refusal to match said offer and purchase the lots. Said right of first refusal shall be exercised by Purchaser entering into a contract with Seller within fourteen (14) days of notice to Purchase of the terms and bona fide offer. This right of first refusal shall expire upon the final closing of this Articles of Agreement. In the event that Purchaser is unable or unwilling to exercise his right of first refusal to purchase Seller's lots, Purchaser may declare this Articles of Agreement null and void and receive a refund of any and all payments made hereunder. Purchaser must so declare this Articles of Agreement null and void within fourteen (14) days of the expiration of his right of first refusal as set forth above.

8. Seller shall be responsible for providing satisfactory evidence of title and pay for all State and County real estate transfer taxes, as well as its own legal fees.

9. Neither Purchaser nor Seller shall suffer or permit any Mechanic's Liens or other liens to attach to or be against any property not yet conveyed to Purchaser hereunder. In the event either party shall cause any lien, judgment or encumbrance to attach, the other party shall have the option of paying or satisfying same and deducting or adding as is appropriate any amount so paid from the existing principal balance.

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10. Seller shall cooperate in signing any applications and/or other documents necessary to effectuate any development of, improvements upon, or changes in the status of the parcel, or to comply with governmental or other building code matters provided all such applications or signatures are done in conformity with the other terms of this Agreement.

11. The parties shall protect each other's interest in the property and shall pay all costs and expenses of the other, including attorneys' fees incurred by the other party in any action or proceeding to which it may be made a defendant by reason of being a party to this Agreement and through no fault of its own.

12. In the event that either party is forced to take action, legal or otherwise, to enforce any of the terms or provisions of this Agreement, the successful party will be responsible for paying all the costs and expenses, including attorneys' fees incurred by the successful party, and all such costs, expenses and attorneys' fees may be included in and form a part of any judgment entered in any proceeding brought by either party against the other to enforce this Agreement.

13. In the event of the termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements, finished or unfinished, which may be put upon that part of the premises not yet conveyed to Purchaser shall belong to and be the property of Seller, and Seller shall take over possession of the subject parcel and improvements, free and clear of any claims by the Purchaser.

14. No extension, change, or modification or amendment to or of this Agreement of any kind whatsoever shall be made or claimed by Seller or Purchaser, and no notice of any extension, change, modification or amendment made or claimed by either party shall have any force or effect whatsoever unless it shall be endorsed in writing and signed by the parties hereto.

15. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by certified or registered mail to Seller at Hutchison, Anders & Hickey, c/o David L. Anders, 16860 South Oak Park Avenue, Tinley Park, Illinois 60477, and to Purchaser c/o Joseph Kosteck, Kosteck & Allen, 9944 South Roberts Road, Suite #108, Palos Hills, Illinois 60465, shall be sufficient service thereof. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.

16. These Articles of Agreement may be recorded with the Cook County Recorder of Deeds.

17. These Articles of Agreement and the covenants and agreements herein contained, shall extend to and be obligatory upon the heirs, executors and assigns of the respective parties.

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18. In the event of a breach of these Articles of Agreement by either party, each party is entitled only to actual damages.

FIRST MIDWEST BANK, NOT PERSONALLY,
BUT AS TRUSTEE U/T/A DATED 3/2/04,
TRUST 7229

By: Kathleen Q. Dickason
Trust Officer

TOM ECK
TOM ECK

SEE TRUSTEE'S RIDER ATTACHED HERETO
AND MADE A PARTY HEREOF

Hutchison, Anders & Hickey
16860 S. Oak Park Ave.
Tinley Park, IL 60477
(708) 532-7100

Cook County Clerk's Office

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EXHIBIT "A"

LOTS 1 THROUGH 12, INCLUSIVE, AND LOTS 19 THROUGH 40, INCLUSIVE, IN BLOCK 3, IN CROISSANT PARK MARKHAM FOURTH ADDITION, A SUBDIVISION OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 13, LYING NORTH OF THE INDIAN BOUNDARY LINE, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

28-12-311-001	28-12-311-002	28-12-311-003
28-12-311-004	28-12-311-005	28-12-311-006
28-12-311-007	28-12-311-008	28-12-311-009
28-12-311-010	28-12-311-011	28-12-311-012
28-12-311-019	28-12-311-020	28-12-311-021
28-12-311-022	28-12-311-023	28-12-311-024
28-12-311-025	28-12-311-026	28-12-311-027
28-12-311-028	28-12-311-029	28-12-311-030
28-12-311-031	28-12-311-032	28-12-311-033
28-12-311-034	28-12-311-035	28-12-311-036
28-12-311-037	28-12-311-038	28-12-311-039
28-12-311-040		

LOTS 1 THROUGH 16, INCLUSIVE, IN BLOCK 5 IN CROISSANT PARK MARKHAM FOURTH ADDITION, A SUBDIVISION OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 13, LYING NORTH OF THE INDIAN BOUNDARY LINE, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

28-12-312-001	28-12-312-002	28-12-312-003
28-12-312-004	28-12-312-005	28-12-312-006
28-12-312-007	28-12-312-008	28-12-312-009
28-12-312-010	28-12-312-011	28-12-312-012
28-12-312-013	28-12-312-014	28-12-312-015
28-12-312-016		

LOTS 21 THROUGH 28, INCLUSIVE, IN BLOCK 7 IN CROISSANT PARK MARKHAM FOURTH ADDITION, BEING A SUBDIVISION OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

28-12-313-033	28-12-313-034	28-12-313-035
28-12-313-036	28-12-313-037	28-12-313-038
28-12-313-039	28-12-313-040	

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RIDER ATTACHED AND MADE A PART OF

ARTICLES OF AGREEMENT FOR DEED

DATED NOVEMBER 21, 2005

This instrument is executed by FIRST MIDWEST BANK, not personally but solely as Trustee under trust No.7229, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by FIRST MIDWEST BANK, are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against FIRST MIDWEST BANK, by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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