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0606147000

Doc#: 0606147000 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/02/2006 09:27 AM Pg: 1 of 11

Mortgage
Agreement

Property of Cook County Clerk's Office

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ARTICLES OF AGREEMENT DEED

1. Buyer Karen and Richard Shomer Address 18736 Walter Lansing, IL 60438: State of IL. Agrees to purchase, and SELLER Richard LoBianco 12756 Muskegon, Chicago, IL. agrees to sell the buyer at the purchase price of One Hundred Ninety Thousand Dollars (\$ 190,000.00) the property Commonly Known as 18736 Walter Lansing, IL 60438 and legally describe as follow:

(Hereinafter referred to as "the premises")

With approximate lot dimension of _____ per survey _____, together with all improvements and fixture, if any, including, but not limit to: All central heating, plumbing and electrical system and equipment: the hot water heater: central cooling, humidifying and filtering equipment: fixed carpeting: built-in kitchen appliance, equipment and cabinets: water softener(except rental units); existing storms 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 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 the final closing.

2. THE DEED

A. if the buyer shall first make all the payments and perform all the covenants and agreements in this agreement require 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 conveyed to Buyer (in joint tenancy) or his nominee, by a recordable, stamped general warranty

Deed with released of homestead rights, good title to the premises subject only the following "permitted exception "if any" (a) General real estate taxes not yet due and payable: (b) Special assessment confirmed after this contract date: (c) Building, building line and use of occupancy restrictions, conditions and covenants of record; (d) Zoning laws and ordinance: (e) Easements for the public utilities: (f) Drainage ditches, feeder, 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 agreement: covenants, conditions and restrictions of record: terms, provision, covenants, and conditions of the declarations of condominium, if any, and all amendments thereto: any easements established by or implied from the said declarations of condominium or amendments thereto, If any: limitation and conditions imposed by the Illinois Condominium property Act, if applicable: Installments of assessments due after the time of possession and easement establish pursuant to the declaration of condominium.

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

3. **INSTALLMENT PURCHASE:** Buyer hereby covenants and agrees to pay to the seller at 12756 Muskegon Chicago, IL 60633

_____ 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 date of initial closing at the rate of ten Percent (10 %) per annum, all payable in the manner following to wit:

(a) Buyer has to paid \$ 19,000
(Indicate check and/or note and due date) (And will pay within na days the additional sum of \$ na) as earnest money to be applied on the purchase price. The earnest money shall be held by na for mutual benefit of the parties concern:

(b) At the time of the initial closing, the additional sum of \$ 26,865.75 for Transaction Fee and Payment Escrow

(c) The balance of the purchase price, to wit \$ 171,000 to be paid in equal Interest Only Installments of \$ 1405.48 each, commencing on the 1st

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Day of April, 2006 and on the 1st day of each Month thereafter until the purchase price is paid in full ("Installment payments"): A late fee of 5% will be assessed for payments received after the 5th of the month.

- (d) The final payment of the purchase price and all accrued but unpaid interest and other charges as hereinafter provide, if not sooner paid shall be due on the 1st day of April, 2007.
- (e) All payments received hereunder shall be applied in the following order of priority: first to interest accrued and owing on the un-paid principal balance of the purchase price: second, to pay before delinquent all taxes and assessment which subsequent to the date of this agreement may become a lien on the premises: third and to pay insurance premium falling due after the date of this agreement: and fourth, to reduce said unpaid principal balance of the purchase price:
- (f) Payments of principal and interest to seller shall be received not in tenancy in common, but in joint tenancy with the right of survivorship.

RS / KS
 SD
 maybe extended upon mutual agreement of the parties.

4. CLOSINGS: The "initial closing" shall occur on or before March 1st, 2006. (Or on the date, if any, in which said date is extended by reason of subparagraph 5 (b) at _____, "final closing" shall occur if and when all covenants and condition herein to be performed.

5. POSSESSION: Possession shall be granted to Buyer at 12:01 A.M. on March 1, 2006, provided that the full down payment minus net perorations due in favor of Buyer, if any, has been, paid to seller in cash or by cashier's or certified check on the initial closing date, and the further provided that the buyer on such initial closing date is otherwise not in default hereunder.

6. PRIOR MORTGAGE:

(a) Seller reserves the right to keep or place a mortgage or trust deed ("prior mortgage") against the title to the premise with the 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 not with standing that this agreement is recorded, be prior to the interest that the buyer may have in the premises, and the 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 the said premises including any such prior mortgage shall in any way accelerate the time of payment provided for in this Agreement or provide for payments of any amount, either interest or principal, exceeding that or trust deed in any way restrict the right of prepayment, if any, given to the buyer under this agreement.

(b) Seller shall from time to time, but not less frequently than once each year and any time Buyer has reason to believe a default may exist, exhibit to Buyer receipts for payments made to the holders of any indebtedness secured by any such prior mortgage.

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

7. SURVEY: Prior to the initial closing, Seller shall deliver to the buyer or his agent a spotted survey of the premises, certified by a licensed conveyor, having all corners staked and showing all improvements existing as of this contract date and easement and building lines. (In the event the premises are a condominium, only a copy of the pages showing said premises on the recorded survey attached to the declarations of condominium shall be required.)

8. DEED:

(a) At least one (1) business day prior to the initial closing, Seller shall furnish or cause to be furnished to Buyer at Seller's expense an Owner's Duplicate Certificated of title insurance by the registrar of

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Title and a Special Tax and Liens Search or a commitment issued by a Title Insurance company licensed to do business in Illinois, to Issue a contract purchase's title insurance policy on the current form of American Land Title, Association Owner's Policy for 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: (4) 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 initial closing and

(5) Acts done or suffered by or judgment against the Buyer, or those claiming by, through or under the Buyer.

(b) If the title commitment discloses unpermitted exception, 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 take the title as it then is, with right to deduct from the purchase price, liens or encumbrances of a definite or ascertainable amount. If the Buyer 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 Buyer hereunder shall be refunded.

(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 exception therein stated.

(d) If a special tax search, lien search, a judgment search or the 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 forfeit by the buyer.

(e) Buyer's taking possession of the premises shall be conclusive evidence that the 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 deliver of possession have no further obligation with respect to 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 judgment against the Seller between the initial closing and the final closing.

9. **AFFIDAVIT OF TITLE:** Seller shall furnish Buyer at or prior to the initial closing and, again, prior to 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 matter 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 an "ALTA Loan and Extended Coverage Owner's policy Statement" and such other documents as are customary or required by the issuer of the commitment for title insurance.

10. HOMEOWNER'S ASSOCIATION :

(a) In the event the premises are subject to a townhouse, condominium or other homeowner's association, Seller shall prior to initial closing, furnish Buyer a statement from the Board of managers, treasurers or managing agent of the association certifying payment of assessment and, if applicable, proof of waiver or termination of any right of first refusal or general option contained in the declarations of assessments and, if applicable, proof of waiver or termination of any right of first refusal or general option contained in the declarations or bylaws together with any other document required by the declaration or bylaws thereof as a precondition to the transfer of ownership.

(b) The Buyer shall comply with any covenants, conditions, restrictions or declarations of record with respect to the premises as well as the bylaws, rules and regulations of any applicable association.

11. **PRORATIONS:** Insurance premiums, general taxes, association assessments and, if final meter readings cannot be obtained, water and other utilities shall be adjusted ratably as of the date of initial

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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 pro ration credit in favor of the seller.

12. ESCROW CLOSING: At the election of Seller or Buyer, upon notice to other party not less than five (5) days prior to the date of either the initial or final closing, this transaction or the conveyance contemplated hereby here by shall be made through escrow with a title company, bank or other institution or an attorney licensed to do business or to practice in the State of Illinois in accordance with the general provision of an escrow trust covering articles of agreement for deed consistent with the terms of this Agreement. Upon creation of such an escrow, anything in this Agreement to the contrary notwithstanding, installments or payments due thereafter and delivery of the Deed shall be made through escrow. The cost of the escrow including an ancillary money lender's escrow shall be paid by the party requesting it.

13. SELLER REPRESENTATION:

- (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 structure on the premises on the premises herein describe 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 appliance 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 system: 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) Seller agrees to leave the premises in broom clean condition. All refuse and personal property not to be delivered to Buyer shall be removed from the premises at Seller's expense before the date of initial closing.

14. BUYER TO MAINTAIN: Buyer shall keep the improvements on the premises and the grounds in as good repair and condition as they now are, ordinary wear and tear excepted. Buyer shall make all necessary repairs and renewals upon said premise 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 system 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, slightly, and healthy condition by Buyer, Seller may either (a) enter same, himself of, or by their agents, servants, or employees, without such entering causing or constituting a termination of this Agreement or an interference by their agents, servants, or employees, without such entering causing or constituting a termination of this Agreement or an interference with Buyer's possession of the premises, and make the necessary repairs and do all the work required to the place said premises in good repair and in a clean, slightly, and healthy condition, and Buyer agrees to pay to Seller, as much additional [purchase price for the premises, the expenses of the Seller in making said and in placing the premises in a clean, slightly, and healthy condition within (30) days of such notice (excepted 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.

15. FIXTURES AND EQUIPMENT: At time of delivery of possession of the premise to Buyer also shall receive possession of the personal property to be sold to Buyer pursuant to the terms of this Agreement as well as of the fixtures and equipment permanently attached to the improvements on the

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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.

16. 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 elected premises with a company, or companies, reasonably acceptable to Seller in policies conforming to insurance Services Bureau Homeowners form 3(H.O3" and, also, flood insurance where applicable, with coverage not less than the balance of the purchase price hereof (except that if the full insurable value of such improvements in 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 mortgage 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 damages 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 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, or restore such improvements, then the proceeds of Insurance shall be applied to the unpaid balance of purchase price

17. 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 association assessments and charges now or here after 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.

18. FUNDS FOR TAXES AND CHARGES: In addition to the agreed installments, if any, provided in paragraph 3. Buyer shall deposit with the Seller on the day each installment payments is due, or if none are provided for, on the first of each month subsequent to the date of initial closing, until the purchase price is paid in full, a sum (herein referred to as "funds" equal to one-twelfth of the yearly taxes, assessment which may become a lien on premises, and the estimated annual premium for the insurance coverage required to be kept and maintained by Buyer, all as reasonably estimated to provide sufficient sums for the full payments of such charges one month prior to their each becoming due and payable. Failure to make deposits required hereunder shall constitute a breach of this Agreement. The funds shall be held by Seller in an institution the deposit or accounts of which are insured or guaranteed by a federal or state agency. Seller is hereby authorized and directed to use the funds for the payment of the aforementioned taxes, assessments, rents, and premiums. Seller shall upon the request of the Buyer, give the Buyer an annual accounting of all such funds deposited and disbursed including evidence of paid receipts for the amounts so disbursed. The funds are hereby pledged as additional security to the Seller for the periodic payments and the unpaid balance of the purchase price.

If the amount of the funds together with the future periodic of such payable prior to the due date of the aforementioned charges shall exceed the amount reasonably estimated as being required to pay said charges one month prior to the time at which they fall due such excess shall be applied first to the cure and breach in the performance of the Buyer's covenants or agreements hereunder of which Seller has given written notice to Buyer and second, at Buyer's option, as cash refund to Buyer of a credit toward Buyer's future obligation hereunder, if the amount of the funds held by Seller shall not be sufficient to pay all such charges as herein provided, Buyer shall pay to Seller any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Seller to Buyer requesting payment thereof.

Seller may not charge for so holding and applying the funds, analyzing said account, or verifying and compiling said assessments bills, nor shall Buyer be entitled to interest or earnings on the funds, unless otherwise agreed in writing at the time of execution of this Agreement. Upon payment in full of all sums due hereunder, Seller shall promptly refund to Buyer any funds so held by Seller.

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

20. LIENS:

- (a) Buyer shall not suffer or permit any mechanic's 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 premise aforesaid, or any part thereof, shall contain an expense, full and complete waiver and released 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 on the premises, except if the same shall contain such express waiver or released of lien upon the part of the party contracting and a copy of each and every such contract shall be promptly delivered to the Seller.

21. PERFORMANCE:

- (a) If buyer (1) default 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 the Buyer: or (2) default in the performance of any other covenant or agreement hereof and such default is not cured by Buyer within (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 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 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.
- (b) As additional security in the event of default, Buyer assigns to Seller all unpaid rents which accrue thereafter, and in addition to the remedies provided above and in conjunction with any one of them, Seller may contact any rent due and owing and may seek the appointment of receiver.
- (c) If default is based upon failure to pay taxes, assessment, insurance, or liens, Seller may elect to make payments and add amount to the principal balance due, which amounts shall become immediately due and payable by Buyer to Seller.
- (d) Seller may impose and Buyer agrees to pay a late charge not exceeding 5% of any sum due hereunder which Seller elects to accept after the sum was due.
- (e) Anything contained in paragraph (a) through (b) to the contrary notwithstanding, this Agreement shall not be forfeit 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 of monetary claims arising from acts of obligations of Buyer under this Agreement.

22. DEFAULT FEES:

- (a) Buyer and Seller shall pay all reasonable attorney's fees and cost incurred by the other in enforcing the terms and provision of this Agreement, including forfeiture or specific performance, in defending any proceeding to which Buyer or 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 the law, unless specifically waived in this agreement (2) no waiver of any breach or default of either party

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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 after it falls due after knowledge of any breach of this Agreement by Buyer or Seller, or alter the termination of Buyer's right of possession hereunder, or after the services 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.

23. NOTICE: All notices require 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 way 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 in paragraph 1 or if to the Buyer at the address of the premises. Notice shall be deemed made when mailed or served.

24. ABANDONMENT: Fifteen days' physical absence by Buyer with and 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 not need nor, 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.

25. SELLE'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.

26. CALCUALATIONS OF INTEREST: Interest for each month shall be added to the unpaid balance of the first day of each month as the rate of one-twelfth of the annual interest rate and shall be calculated upon the unpaid balance due as of the last day of the preceding month based upon a 360 day year.

27. ASSIGNMENT: The buyer shall not transfer, pledge or assigns this Agreement or any interest herein or hereunder nor shall the Buyer lease nor sublet the premises, or any part thereof. Any violations or breach or attempted violation or breach of the provision 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, pledge, assignee, lessee or sub-lessees, but Seller may, at Seller's option, declare this Agreement null and void and invoke the provision of this Agreement relating to forfeiture hereof.

28. TITLE IN TRUST:

(a) In the event tat 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 appropriated under the terms of this Agreement in accordance with the provision 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 A.

(b) The beneficiary or beneficiaries of and the person with the power to direct he trustee shall cumulatively be deemed to jointly and severally have all of the rights, benefits, obligations and duties by the Seller to be enjoyed or performed hereunder and such person 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 term of the Trust Agreement do or perform themselves directly.

(c) If, at the time of 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

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This Instrument prepared by
MARY Alice Kenny LTD.
16335 S. HARLEA S. WOOD
Tinley Park, IL 60477
 STATE OF ILLINOIS)
) SS
 COUNTY OF)

I, undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
Richard T. Stomer JR and Karen L. Stomer and Richard LOBIANCO
 Personally known to me to be the same person S whose name S
 Subscribe to be the foregoing instrument appeared before me this day in person, and acknowledge that they
signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purpose
 herein set forth.

Given under my hand and official seal, this 1st day of March, 2006

Mary Alice Kenny
 Notary Public

Commission expires 09/29/06

STATE OF ILLINOIS)
) SS
 COUNTY OF)



I, _____, a Notary Public in and for said County, in the State
 aforesaid, do hereby certify that _____
 Vice President of _____

_____ and _____ Secretary of said
 corporation who are personally known to me to be the same person whose names are subscribe to the
 foregoing instrument as such _____
 Vice President and _____

Secretary, respectively, appeared before me this day in person and acknowledge that they signed and
 delivered the said instrument as their own free and voluntary act and as the free and voluntary at of said
 corporation, for the uses and purpose therein set forth: and the said

_____ Secretary then and there acknowledge that he, as
 custodian of the corporation, did ally the corporate seal of said corporation to said instrument as his own
 fee and voluntary act and as the free and voluntary act of said corporation, for the uses and purpose therein
 set forth.

Given under my hand and notaries seal this _____ day of _____, 20____.

 Notary Public

Commission expires _____

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final closing, Seller shall convey title into a trust and comply with subparagraph (a) and (b) of this paragraph 29 with Buyer paying all trust fees and recording cost resulting thereby.

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

31. RIDERS: The provision contained in any rider attached hereto and for all purpose shall be deemed to be part of this Agreement at though herein fully set forth.

32. 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 constructed as confining or limiting in any way the scope or intent of the provision 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

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

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

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

36. 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 _____, 20____; 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.

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

and _____

Seller shall pay the brokerage commission of said broker(s) in accordance with a separate agreement between Seller and said broker(s) at the time of initial closing.

IN WITNESS OF, the parties hereto have hereunto set their hands and seals this 1st day of _____

SELLER:
Richard [Signature]

BUYER:
Richard [Signature]
Karen [Signature]

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TICOR TITLE INSURANCE COMPANY

Commitment Number: 117624-RILC

SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

THE NORTH 814.07 FEET OF THE EAST 615.29 (EXCEPT THE NORTH 680.81 FEET AND THE EAST 451 FEET THEREOF) IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 33-05-100-025-0000

CKA: 18736 WALTER STREET, LANSING, IL, 60438

Mail to: Mary Alice Kenny, LTD.
Attorney at Law
16335 S. Harlem, S. 400
Tinley Park, IL 60477