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Doc#: 0908455011 Fee: \$58.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/25/2009 10:44 AM Pg: 1 of 12

Title
4008020

ARTICLES OF AGREEMENT FOR DEED

Property of Cook County Clerk's Office

THIS IS TO CERTIFY THAT THIS IS A TRUE AND
EXACT COPY OF THE ORIGINAL DOCUMENT

TICOR TITLE INSURANCE COMPANY

BY *Natalia Stone* 03-16-09

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ARTICLES OF AGREEMENT FOR DEED

1. BUYERS, ROGELIO ALANIZ and JOAQUIN ALANIZ of 115 Oak St., Elgin, IL. 60120 agree to purchase, and Seller, GUADALUPE ESTRADA of 1501 E. Chicago St., Elgin, IL. 60120, agree to sell to Buyers the PURCHASE Price OF THREE HUNDRED AND EIGHTEEN THOUSAND (318,000.00) Dollars, the property commonly known as 1501 E. Chicago St., Elgin, IL. 60120, legally described as follows:

Title #
4008320

LEGAL DESCRIPTION

See Exhibit "A" attached hereto

prepared by +
mail to
George INIZIO
836 Walnut Ave.
Elgin IL 60123

(hereinafter referred to as the "premises") together with all improvements and fixtures, if any including, but not limited to : All heating, plumbing and electrical systems and equipment; hot water heater(s); cooling, humidifying and filtering equipment; fixed floor coverings; kitchen appliances, equipment and cabinets; water softener (except rental units); existing windows and doors; attached shutters, shelving, all landscaping and planted vegetation; and those certain fixtures, trade fixtures equipment furnishings, tools and items of personal property, as set forth on Exhibit "B" attached hereto and incorporated herein by reference (the "personal property") and further, all of the foregoing personal property shall be left on the premises, is included in the sale price and shall be transferred to title Buyers by a Bill of Sale, with warranty of ownership, but not quality, merchantability or fitness for a particular purpose, free from claims or liens of any kind, at the time of 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 required to be made and performed by said Buyer, at the time and in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to Buyer or his written nominee by a recordable, stamped general Warranty Deed with release of homestead rights good and merchantable title to the premises subject only to the following "permitted exceptions," if any: (a) General real estate taxes not yet due and payable; (b) Special assessments confirmed after this contract date; (c) Building, line and use or occupancy restrictions, conditions and covenants of record; (d) Zoning laws and ordinances; (e) Easements for public utilities; and (f) Drainage ditches, feeders, laterals and drain tile, pipe or other conduit.

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

3. INSTALLMENT PURCHASE: Buyers hereby covenants and agrees to pay to Seller, or the survivor of them, in joint tenancy with the right of survivorship, at 6582 Raymond Rd., Killeen, Texas 75142 IL. 60120 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 of the balance of the purchase price remaining from time to time unpaid from the date of initial closing at the rate of Six Percent (6.00 %) annum, all payable in the manner following to wit:

(a) At closing Buyers shall pay 5% (\$15,900.00) of the purchase price as earnest money to be applied toward the purchase price.

(b) At closing Buyers will advance six months of principal and interest payments to wit: \$10,867.44; the next principal and interest payment will become due on August 1, 2009. *287,873.81*

(c) The balance of the purchase price to wit: ~~\$302,100.00~~; to be paid in equal monthly installments of \$ 1,811.24, principal and interest together with an escrow payment of \$442.40 for taxes and ~~\$75.00~~ for insurance totaling ~~\$2,238.64~~ commencing on the first day of August 2009, *43.75*

RB
RA

2,297.39

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and continuing the first day of each month thereafter until the purchase price is paid in full ("installment payment").

(d) 2008 Real Estate Taxes will be paid by the Sellers. 2009 Taxes will be prorated upon the closing date and are to be paid by the Buyers included in their monthly payments.

(e) Buyers are to pay Seller's home owners insurance policy premium, approximately \$900.00 annually with the prorated portion at the initial closing.

(f) Buyer shall have the right to pay the balance due on this contract at any time without notice or penalty and the final payment of the purchase price and all accrued by unpaid interest and other charges as hereinafter provided, if not sooner paid shall be due on December 1, 2011;

(g) All payments received hereunder shall be applied in the following order of priority: first, to interest accrued and owing on the unpaid principal balance of the purchase price; second, to pay before delinquent all taxes, assessments and water bills which subsequent to the date of this Agreement may become a lien on the premises; and third, to pay insurance premiums falling due after the date of this Agreement; and fourth, to reduce said unpaid principal balance of the purchase price;

4. CLOSINGS: The "initial closing" shall occur January 16, 2009 at the offices of Ticor Title, 920 Davis Road, Elgin, IL. "Final closing" shall occur if and when all covenants and conditions herein to be performed have been so performed.

5. POSSESSION: Possession shall be granted to Buyers on January 20, 2009 with credit adjustments for post possession, provided that the full down payment due in favor of Buyer if any has been paid to Seller by cashier's or certified check on the initial closing date, and further provided that Buyer on such initial closing date is otherwise not in default hereunder.

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

(b) Seller shall from time to time, but not less frequently than once each year and anytime Buyers has reason to believe a default may exist, exhibit to Buyers receipts for payments made to the holders of any indebtedness secured by any such prior mortgage, upon 30 days written notice from Buyers to Seller.

(c) In the event Seller shall fail to make any payment on the indebtedness secured by any 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 to offset the amount so paid or expended including all incidental costs, expenses and attorney's fees attendant thereto incurred by Buyers to protect Buyers' interest hereunder from the unpaid balance of the purchase price from the installment payments to be made under this Agreement.

7. TITLE: (a) At least five (5) business days prior to the initial closing, Seller shall furnish or cause to be furnished to Buyers at Buyer'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 for of American

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Land Title Association Owner's Policy (or equivalent policy) to be selected by Seller 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 judgments against the Buyers, or those claiming by) through or under the Buyers.

(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 Buyer may terminate the contract between the parties, or may elect, upon notice to the Seller within ten (10) days after the expiration of the thirty (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 Buyers do not so elect, the contract between the parties shall become null and void, without further action of the parties and all monies paid by Buyers 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 exceptions therein stated.

(d) If a Special Tax Search, Lien Search, Judgment Search or the title commitment disclose judgments against the Buyers which may become liens, the Seller may declare this Agreement null and void and all earnest money and payments shall be forfeited by the Buyer.

(e) Buyers taking possession of the premises shall be conclusive evidence that Buyers in all respects accepts and is satisfied with the physical condition of the premises, all matters shown on the survey and the condition of title to the premises as shown to him on or before the initial closing. Seller shall upon said delivery of possession have no further obligation with respect to the title or to furnish further evidence thereof, except that Seller shall remove any exception or defect not permitted under paragraph 8(a) resulting from acts done or suffered by, or judgments against the Seller.

8. AFFIDAVIT OF TITLE: Seller shall furnish Buyer at or prior to initial closing and, again, prior to final closing with an Affidavit of Title, covering said dates, subject only to those permitted exceptions if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 8. In the event title to the property is held in trust, the Affidavit of Title required to be furnished by Seller shall be signed by the Trustee and the beneficiary or beneficiaries of said Trust. All parties shall execute and "ALTA Loan Extended Coverage Owner's Policy Statement" and such other documents as are customary or required by the issuer of the commitment for title insurance.

9. SELLER'S REPRESENTATIONS: Seller expressly warrants to Buyers that no notice from any city village or governmental authority of a building or dwelling code violation which existed in the building, dwelling, or other structure on the premises herein described before this Agreement was executed, has been received by the Seller, his principal or his agent within five (5) years of the date of execution of this Agreement.

10. BUYER TO MAINTAIN: Buyer shall keep the improvements on premises and the grounds in as good repair and condition as they now are, ordinary wear and tear excepted. Buyer shall make all necessary repairs and renewals upon said premises including by way of example and not of limitation, interior and

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exterior painting and decorating; window glass; heating; ventilating and air conditioning equipment; plumbing, septic system, well water system and electrical systems and fixtures; roof masonry including chimneys and fireplaces, etc. If, however, the said premises shall not be thus kept in good repair, and in a clean, sightly, and healthy condition by Buyer, Seller may either (a) enter same, himself, or by their agents, servants, or employees without such entering causing or constituting a termination of this Agreement or an interference with Buyer's possession of 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 Buyer agrees to pay to Seller, as so much additional purchase price for the premises, the expenses, of the Seller in making said repairs and in placing the premises in a clean, sightly and healthy condition; or (b) notify the Buyers 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 21) and upon default by Buyers 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.

11. INSPECTION: Buyers shall have the right to inspect the premises within seventy-two (72) hours prior to date of initial closing. Unless written notice is given by Buyers to Seller prior to date of initial closing, it shall be concluded that all improvements, fixtures and items of personal property set out at paragraph 1 are located on the premises and in a condition satisfactory to Buyers.

12. FIXTURES AND EQUIPMENT: At the time of delivery of possession of the premises to Buyers, Buyers also shall receive possession of the personal property to be sold to Buyer pursuant to 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 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: (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 thereafter erected on the premises with a company, or companies, reasonably acceptable to Seller 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 is less than the balance of purchase price, then at such full insurable value) for the benefit of the parties hereto and the interests of any mortgagee or trustee, if any, as their interests may appear; such policy or policies shall be held by Seller, and Buyers shall pay the premiums thereon when due.

(c) In case of loss of or damage to such improvements, whether before or after possession is given hereunder, any insurance proceeds to which either or both of the parties hereto shall be entitled on account thereof, shall be used (i) in the event of insurance proceeds that are sufficient to fully reconstruct or restore such improvements to pay for the restoration or reconstruction of such damage to or loss of improvements, or (ii) in the event the insurance proceeds are not sufficient to fully reconstruct or restore such improvements, and the Buyers deposits with the Seller sufficient funds to fully reconstruct or restore such improvements, then the insurance proceeds shall be used for such purpose. (iii) 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.

(c) Buyers shall procure and maintain during the term of this Agreement at Buyers own cost and expense, a policy of insurance with a responsible company authorized to do business in the State of Illinois insuring Seller and Buyers as their interests may appear against public liability and property damage covering the use and operation of the real estate and the personal property with limits of not less than \$1,000,000.00 for each accident for bodily injury and \$100,000.00 for property damage.

(d) All insurance procured and maintained by Buyers under the foregoing provisions shall not be subject to cancellation except after ten days' prior written notice to Seller.

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14. **TAXES AND CHARGES:** It shall be Buyer's obligation to pay at Buyer'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, insurance, water charges, sewer service charges and other taxes, fees, liens, home owner association assessments, and charges now or hereafter levied or assessed or charged against the premises or any part thereof or any improvements thereon, including those heretofore due. These charges shall be added to Buyers' installment payment as shown under paragraph 3(c) and shall be the Buyers' sole obligation under this paragraph.

15. **BUYERS IMPROVEMENTS.** Buyer shall not make any improvement to the premises exceeding a cost of One Thousand (\$1,000.00) Dollars without the written consent of Seller, which consent will not be unreasonably withheld, delayed or denied.

16. **BUYERS' INTEREST:** (a) No right, title, or interest, legal or equitable, in the premises described herein, or in any part thereof, shall vest in the Buyers until the Deed as herein provided, shall be delivered to the Buyers.

(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 Buyers or others shall belong to and become the property of the Seller without liability or obligation of Seller's part to account to the Buyers therefore or for any part thereof.

17. **LIENS:** (a) Buyers shall not suffer or permit any mechanics' lien, judgment lien or other lien of any nature whatsoever to attach or be against the property which shall or may be superior to the rights of the Seller.

(b) Each and every contract for repairs or improvements on the premises aforesaid, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim of lien against the subject premises, and no contract or agreement, oral or written shall be executed by the Buyers for repairs or improvements upon the premises, except if the same shall contain such express waiver or release of lien upon the part of the party contracting, and a copy of each and every such contract shall be promptly delivered to Seller.

18. **PERFORMANCE:** (a) If Buyers (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 Buyers; or (2) defaults in the performance of any other covenant or agreement hereof and such default is not cured by Buyers within thirty (30) days after written notice to Buyers (unless the default involves a dangerous condition which shall be cured forthwith); Seller may treat such a default as a breach of this Agreement and Seller shall have any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity: (i) maintain an action for any unpaid installments; (ii) declare the entire balance due and maintain an action for such amount; (iii) forfeit the Buyers' interest under this Agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Buyers and upon Buyers' failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act subject to the rights of Buyers to reinstate as provided in that act. All expenses to be borne by the Buyers including court costs and attorney fees.

(b) As additional security in the event of default, Buyers assign to Seller all unpaid rents, and all rents which accrued 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.

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(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 Buyers to Seller.

(d.) Seller may impose and Buyers agree to pay a late charge not exceeding 5% of any sum due hereunder which Seller elects to accept after the date such sum was due.

(e) Anything contained in subparagraphs (a) through (d) to the contrary notwithstanding, this Agreement shall not be forfeited and determined, if within 20 days after such written notice of default Buyers tender to Seller the entire unpaid principal balance of the Purchase Price and accumulated interest then outstanding and cures and other defaults of a monetary nature affecting the premises or monetary claims arising from acts or obligations of Buyers under this agreement.

19. **DEFAULT FEES:** (a) Buyers or Seller shall pay all reasonable attorney's fees and costs incurred by the other in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance, in defending any proceeding to which Buyer or Seller is made a party defendant (or creditor in the event of Seller's bankruptcy or being declared insolvent) as a result of the acts or omissions of the other party.

(b) (1) All rights and remedies given to Buyers or Seller shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless specifically waived in this Agreement; (2) no waiver of any breach or default; of either party hereunder" shall be implied from any omission by the other party to take any action on account of any similar or different breach of default; the payment or acceptance of money after it falls due after knowledge of any breach of this agreement by Buyers or Seller, or after the termination of Buyer's right of possession hereunder, or after the service of any notice, or after commencement of any suit, or after final judgment for possession of the premises shall not reinstate, continue or extend this Agreement nor affect any such notice demand or suit or any right hereunder not herein expressly waived.

20. **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 part giving the same and the same may be served upon the other party or his agent personally or by certified or registered mail, return receipt requested, to the parties, addressed to the addresses after their names in paragraph 1 of this agreement. Notice shall be deemed made when mailed or served.

21. **ABANDONMENT:** Fifteen day's physical absence by Buyers with any installment being unpaid, or removal of the substantial portion of Buyer's personal property with installments being paid, and, in either case, reason to believe Buyer has vacated the premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the premises by Buyers. In such event, and in addition to Seller's remedies set forth in paragraph 18, Seller may, but need not, enter upon the premises and act as Buyer's agent to perform necessary decorations 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. Buyers shall be conclusively deemed to have abandoned any personal property remaining on or about the premises Buyers interest therein shall thereby pass under this Agreement as a bill of sale to Seller without additional payment by Seller to Buyers.

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

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

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24. **ASSIGNMENT:** The Buyers shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder any violation or breach or attempted violation or breach of the provisions of this paragraph by Buyers, or any acts inconsistent herewith, shall vest no right, title or interest herein or hereunder, or in the said premises in any such transferee, pledgee, assignee, but Seller may, at Seller's option, declare this Agreement null and void and invoke the provisions of this Agreement relating to forfeiture hereof,
25. **FINAL CLOSING:** Buyers shall be entitled to delivery of the Deed of conveyance aforesaid and a Bill of Sale to the personal property to be transferred to Buyers under this Agreement at any time upon payment of all amounts due hereunder in the form of a cashier's or certified check made payable to Seller, which amount shall be without premium or penalty. At the time Buyers provide notices to Seller that they are prepared to prepay all amounts due hereunder. Seller forthwith either shall produce and record at his expense and 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 Buyer. The repayment of the prior mortgage shall be supervised and administered by Buyer's mortgage lender, if any. Upon repayment of the prior mortgage Seller shall receive the cancelled notice and a release deed in a form satisfactory for recording and shall be delivered to Buyers. Seller shall give Buyers a credit against the balance of the purchase price for the cost of recording such release. In the event, Buyers do 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 Buyers, and to facilitate the deliver 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, Buyers 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 Buyers, and Buyers 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 Buyers unless otherwise provided in the local ordinance.
26. **TITLE IN TRUST:** Intentionally Omitted
27. **RECORDING,:** The parties shall record this Agreement or a memorandum thereof at Buyer's expense.
28. **RIDERS:** The provisions contained in any rider or exhibit attached hereto are and for all purposes shall be deemed to be part of this Agreement as though herein fully set forth.
29. **CAPTIONS AND PRONOUNS:** The captions and heading 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 permit the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.
30. **PROVISIONS SEVERABLE:** The unenforceability or validity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.
31. **BINDING ON HEIRS, TIME OF ESSENCE:** This Agreement shall inure to the benefit of and be binding upon heirs, executors, administrators, successors and assigns of the Seller and Buyers. Time is of the essence of this Agreement.
32. **JOINT AND SEVERAL OBLIGATIONS:** The obligations of two or more persons designated "Seller" or "Buyer" in this Agreement shall be joint and several, and in such case each hereby authorizes the other or others of the same designation as his or her attorney-in-fact to do or perform any act of agreement with respect to the Agreement or the premises.

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33. 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 Buyers or his attorney on or before December 8, 2008; otherwise at the Buyer's option this Agreement shall become null and void and the earnest money, if any, shall be refunded to the Buyers.

34. REAL ESTATE BROKER: Seller and Buyers represent and Warrant that no real estate brokers were involved in this transaction.

IN WITNESS OF, the parties have hereunto set their hands and seals this 16 day of Janur 2009

SELLERS:

H. Rodalejo Estrodo

BUYERS:

J.C. [Signature]

x Rogu. [Signature]

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STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that ROCELLO ALANIZ & JOAQUIN ALANIZ personally known to me to be the same persons whose names are subscribed to the foregoing Articles of Agreement for Deed, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 16 day of January 2009

[Signature]
Notary Public

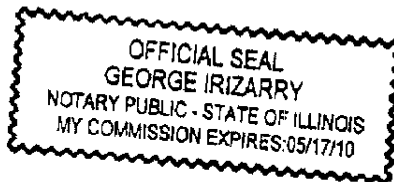


STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Cristalopez Estrada personally known to me to be the same persons whose names are subscribed to the foregoing Articles of Agreement for Deed, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 16 day of January 2009

[Signature]
Notary Public



UNOFFICIAL COPY**TICOR TITLE INSURANCE COMPANY**

ORDER NUMBER: 2000 004008320 SC
 STREET ADDRESS: 1501 E. CHICAGO ST.
 CITY: ELGIN COUNTY: COOK COUNTY
 TAX NUMBER: 06-20-102-005-0000

LEGAL DESCRIPTION:

PARCEL 1:

PART OF LOT "A" IN SECTION 20 ACCORDING TO THE PLAT FILED WITH THE COMMISSIONERS REPORT IN PARTITION IN CASE NUMBER 19700 CIRCUIT COURT OF COOK COUNTY, ILLINOIS, BEING IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF STATE ROUTE 19 AS DEDICATED BY DOCUMENT 11200329 WITH THE EASTERLY LINE OF SAID LOT "A" THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE A DISTANCE OF 94.8 FEET TO A POINT OF CURVE IN SAID SOUTHERLY LINE, THENCE CONTINUING NORTHWESTERLY ALONG SAID SOUTHERLY LINE BEING ALONG A CURVE TO THE LEFT A DISTANCE OF 5.2 FEET, THENCE SOUTHWESTERLY PARALLEL WITH EASTERLY LINE OF SAID LOT "A", A DISTANCE OF 217.78 FEET, THENCE SOUTHEASTERLY A DISTANCE OF 100 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT "A" THAT IS 217.8 FEET SOUTHEASTERLY FROM THE PLACE OF BEGINNING, THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE OF LOT "A" A DISTANCE OF 217.8 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF LOT "A" IN SECTION 20, ACCORDING TO THE PLAT THEREOF FILED WITH THE COMMISSIONERS REPORT IN PARTITION IN CASE NUMBER 19700, CIRCUIT COURT OF COOK COUNTY, ILLINOIS BEING IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF STATE ROUTE 19 AS DEDICATED BY DOCUMENT 11200329 WITH THE EASTERLY LINE OF SAID LOT "A"; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE OF STATE ROUTE 19, A DISTANCE OF 94.8 FEET TO A POINT OF CURVE IN SAID SOUTHERLY LINE; THENCE CONTINUING NORTHWESTERLY ALONG SAID SOUTHERLY LINE, BEING ALONG A CURVE TO THE LEFT, A DISTANCE OF 5.2 FEET FOR THE PLACE OF BEGINNING; THENCE SOUTHWESTERLY PARALLEL WITH THE EASTERLY LINE OF SAID LOT "A" A DISTANCE OF 217.78 FEET; THENCE SOUTHEASTERLY A DISTANCE OF 100 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT "A" THAT IS 217.8 FEET SOUTHWESTERLY OF (MEASURED ALONG SAID EASTERLY LINE), THE SOUTHERLY LINE OF STATE ROUTE 19; THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT "A" A DISTANCE OF 49.88 FEET; THENCE NORTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 14 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 133 FEET; THENCE NORTHEASTERLY PARALLEL WITH THE EASTERLY LINE OF SAID LOT "A", A DISTANCE OF 271.8 FEET TO THE SOUTHERLY LINE OF STATE ROUTE 19; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE, A DISTANCE OF 33 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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Exhibit B

County Clerk's Office

County _____ Unit # (if applicable) _____ Permanent Index Number(s) of Real Estate _____

3. FIXTURES AND PERSONAL PROPERTY: All of the fixtures and personal property stated herein are owned by Seller and to Seller's knowledge are in condition on the Date of Acceptance, unless otherwise stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical and plumbing systems together following items of personal property by Bill of Sale: [Check or enumerate applicable items]

- Refrigerator
- Oven/Range/Stove
- Microwave
- Dishwasher
- Garbage Disposal
- Trash Compactor
- Washer
- Dryer
- Satellite dish and system
- All Tacked Down Carpeting
- All Window Treatments & Hardware
- Built-in or Attached Shelving
- Smoke Detector(s)
- Ceiling Fan(s)
- TV Antenna System
- Window Air Conditioner(s)
- All Planted Vegetation
- Private fence system
- Fireplace Screen(s)/Door(s)/Grate(s)
- Fireplaces Gas Logs
- Existing Stomms & Screens
- Security System
- In Alarm System
- Central Vac & Equipment
- Electronic Garage Door Opener(s) with Transmitter(s)
- Home Warranty
- Central Air Conditioning
- Electronic or Media Air Filter
- Central Humidifier
- Sump Pump(s)
- Water Softener (owned)
- Outdoor Shed
- ~~Water Softener~~
- Light fixtures, as they exist

Property Cook