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Doc#: 0927805030 Fee: \$82.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/05/2009 10:09 AM Pg: 1 of 24

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Property of Cook County Clerk's Office

ARTICLES OF AGREEMENT FOR WARRANTY DEED INSTALLMENT CONTRACT

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Prepared by: Thomas J. Canna
Canna and Canna, Ltd.
10703 West 159th Street
Orland Park, Illinois 60467

Mail to: Thomas J. Canna
Canna and Canna, Ltd.
10703 West 159th Street
Orland Park, Illinois 60467

THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT
ARE COPIES AND ARE NOT ORIGINAL SIGNATURES.

BOX 334

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ARTICLES OF AGREEMENT FOR WARRANTY DEED INSTALLMENT CONTRACT

ARTICLES OF AGREEMENT, made this 1st day of September, 2009, by and between Edward D. Gavin, Vincent J. Gavin, Margaret M. Hackett, Joseph J. Gavin, and Kathleen T. O'Brien, being all the heirs and legatees of the Estate of Margaret J. Gavin, deceased (hereinafter collectively referred to as "Seller"), and Thomas E. Kincaid and Mary E. Kincaid, husband and wife, of 8652 W. 99th St., Palos Hills, Illinois 60465 (hereinafter collectively referred to as "Purchaser"):

WITNESSETH, that if the Purchaser shall first make the payments and perform the covenants hereinafter mentioned on Purchaser's part to be made and performed, the Seller hereby covenants and agrees to convey and assure to the said Purchaser, in fee simple clear of all encumbrances whatever, including waiver of dower and homestead, except as hereinafter provided, by a good and sufficient Warranty Deed, accompanied by a complete merchantable abstract of title or merchantable guaranty policy, the residential condominium and parking space situated in the County of Cook and State of Illinois known and described as follows:

UNIT NUMBER 3A AND GARAGE UNIT NUMBER G-25 IN THE SARATOGA LAKE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN LOTS IN SARATOGA LAKES SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED OCTOBER 31, 1966 AS DOCUMENT 96832700, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PIN: 27-21-405-019-1017, 27-21-405-019-1049

Commonly known as 9750 Koch Court, Unit 3A, Orland Park, Illinois 60467.

And the Purchaser hereby covenants and agrees to pay to the Seller, at such place as Seller may from time to time designate in writing and until such designation, at the office of Joseph J. Gavin, 15328 Wilshire Drive, Orland Park, Illinois 60462, the sum of One Hundred Eighty Five Thousand and no/100 Dollars (\$185,000.00) in the manner following, to-wit:

\$ 2,500.00	Earnest Money due upon contract signing (to be held by Realty Executives Ambassador).
\$ 47,500.00	Balance of Down Payment due on contract possession date.
<u>\$135,000.00</u>	Contract Balance
\$185,000.00	Total Purchase Price

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\$ 1,000.00 Monthly payment due and payable on the first (1st) day of each month commencing October 1, 2009 (which amount includes interest for the current month).

Monthly payment includes \$724.71 principal and interest (based upon an amortization period of 30 years), and \$275.29 in reserve for real estate taxes. The reserves may be increased or decreased depending on increases in the taxes. Purchaser shall pay a late charge of \$25.00 if payment is more than seven (7) days late. Seller shall pay all incurred real estate tax from said escrow reserve and shall provide paid receipts to Purchaser within ten (10) business days of said payment. The current monthly assessments are \$167.00. Seller shall pay all monthly assessments and all insurance expenses through September 30, 2009. Purchaser shall pay the monthly assessments and all insurance expenses from and after the contract possession date of October 1, 2009.

Interest is to be charged at the rate of five percent (5%) per annum payable monthly on the whole sum remaining from time to time unpaid. It is expressly understood and agreed between the parties that the entire amount due Seller from Purchaser after sixty (60) months after the date of closing, to-wit: One Hundred Twenty Three Thousand Nine Hundred Sixty-Eight and 79/100 Dollars (\$123,968.79) shall be paid by Purchaser to Seller on the 1st day of October, 2014 or failing the same, the entire interest of Purchaser in and to the subject premises shall be forfeited. (See Amortization Schedule attached hereto as Exhibit A and made a part hereof by reference.)

It is further expressly understood and agreed between the parties hereto:

1. That the conveyance to be made by the Seller shall be expressly subject to the exceptions referenced in paragraph 25, below.
2. That the Purchaser shall not suffer or permit any mechanic's liens or other lien to attach to or be against or upon the property aforesaid, which shall or may be superior to the rights of the Seller.
3. That each and every contract for repairs and improvements on the premises aforesaid, or any part thereof, shall contain an express, full and complete waiver and release of any and all liens or claims or right of lien against the property herein agreed to be conveyed, and no contract or agreement, oral or written, shall be executed by the Purchaser for repairs or improvements upon the property aforesaid, except the same contain such express waiver or release of lien upon the part of the party contracting, and a copy of each and every such contract and of the plans and specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller. Seller reserves the right to approve or reject any repairs and/or improvements, however, Seller shall not unreasonably withhold approval.
4. That the Purchaser shall not transfer or assign this agreement or any interest therein, without the previous written consent of the Seller, and that any such assignment of or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in said premises, but shall render this contract null and void at the election of the Seller, and Seller shall retain all funds paid by Purchaser to date of termination as liquidated damages.

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6. That no right, title or interest, legal or equitable, in the premises aforesaid, or any part thereof, shall vest in the Purchaser until the delivery of the deed aforesaid by the Seller, or until the full payment of the purchase price at the times and in the manner herein provided.

7. That no extension, change, modification or amendment to or of this instrument of any kind whatsoever shall be made or claimed by Purchaser or Seller, and that no notice of any extension, change, modification or amendment, made or claimed by the Purchaser or Seller shall have any force or effect whatsoever except the same shall be endorsed in writing on this agreement and be signed by the parties hereto.

8. That the Purchaser shall keep all buildings at any time on said premises insured at Purchaser's expense against loss by fire, lightning and windstorm in an amount at least equal to the sum remaining unpaid hereunder, which insurance, together with all additional insurance, shall require all payments for loss to be applied on said indebtedness. Purchaser shall satisfy said requirement by maintaining Seller's existing insurance coverage.

9. In case of the failure of the Purchaser to make any of the payments, or any part thereof, or perform any of the covenants hereof on Purchaser's part hereby made and entered into, this contract shall, at the option of the Seller be forfeited and determined, and the Purchaser shall forfeit all down payments made on this contract, and such payments shall be retained by the said Seller in full satisfaction and as liquidated damages by Seller sustained, and in such event the Seller shall have the right to re-enter and take possession of the premises aforesaid. Seller shall give Purchaser 90 days to cure any alleged default after notice of said alleged default is given in writing to Purchaser by certified mail.

10. In the event this contract or agreement shall be declared null and void by the Seller on account of any default, breach or violation by the Purchaser in any of the provisions herein, the same shall become and be null and void and be so conclusively determined by the filing by the Seller of a written declaration of forfeiture hereof in the Recorder's Office of said County. Seller shall give Purchaser 30 days to cure any alleged default after notice of said alleged default is given in writing to Purchaser by certified mail.

11. That in the event of the termination of this agreement by lapse of time, forfeiture or otherwise, any improvements, whether finished or unfinished, on the premises aforesaid, which may be put upon or on said premises by the Purchaser shall belong to and be the property of the Seller.

12. If there be more than one person designated herein as "Seller" or as "Purchaser", said word or words (as the case may be) wherever used herein, and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as plural.

13. Seller shall timely pay the 2008 real estate taxes, and the 2009 real estate taxes to date of closing. Purchaser shall be responsible for all real estate taxes after the date of closing and shall establish and fund an escrow with Seller for such purposes, with payments commencing October 1, 2009, as set forth above.

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14. Purchaser shall have the right at any time hereafter to accelerate and pay in full the entire principal balance with simple interest only, without penalty.

15. Purchaser agrees to apply for and complete mortgage application and sign all necessary documents pertaining to the financing of said property by the end of five (5) years.

16. All furniture, fixtures, appliances and other personal property located on the property at closing, which shall include all existing window treatments, refrigerator, oven, range, dishwasher, washer and dryer, shall be deemed to be included with the sale.

17. The Seller shall exhibit to the Purchaser prior to the contract possession date and prior to payment of the Down Payment by the Purchaser, a preliminary title commitment covering the date hereof, showing title to be in Seller's name subject only to those items which Purchaser has agreed to accept in accordance with Paragraph 1 above. Title shall show Purchaser as contract purchaser up to his interest in the premises. Seller shall bring down title only once. All subsequent title charges shall be those of Purchaser.

18. Purchaser shall use said premises and keep same in good repair, at the expense of the Purchaser. Purchaser accepts said premises in their present condition and agrees to keep the entire premises in good and clean condition; to commit no waste thereof; to obey all the laws, ordinances and lawful regulations affecting said premises; to repay the Seller the cost of all repairs made necessary by the negligent or careless use of said premises by the fault of the Purchaser, his family, invitees and licensees. In the event of any breach and re-entry by the Seller, Purchaser shall deliver up premises to Seller in as good condition as same is now in or may be put in; ordinary wear and tear, ordinances and acts of God excepted. The Seller shall have the right at any reasonable time (not more than one time per month except in case of emergency) to enter upon and in said premises for the purpose of inspecting same. In the event Seller desires to make an inspection, Seller will notify Purchaser at least 24 hours in advance of the requested inspection.

19. Closing shall occur on October 1, 2009 or upon such other date as may be mutually agreed to by the parties hereto. Closing shall take place at the office of the Seller's attorney.

20. Possession shall be at the time of closing. Settlement of said Articles of Agreement shall be on date of possession.

21. Seller shall provide a survey with affidavit indicating no changes to Purchaser at closing.

22. Purchaser and Seller acknowledge that in conjunction herewith, they have executed an Escrow Agreement, a copy of which is attached hereto as Exhibit B and made a part hereof by reference.

23. It is mutually agreed by and between the parties hereto that the time of payment shall be of the essence of this contract; and that the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

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24. Seller shall furnish Purchaser at or prior to the initial closing and, again, prior to final closing with an Affidavit of Title, covering said dates, subject only to these permitted exceptions (a) General real estate taxes not yet due and payable; (b) Special assessments confirmed after this contract date; (c) Building, building line and use of occupancy restrictions, conditions and covenants of record; (d) Zoning laws and ordinances; (e) Easements for public utilities; (f) Drainage ditches, feeders, 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 agreements; covenants, conditions and restrictions of record; terms provisions, covenants, and conditions of the declaration of condominium, if any, and all amendments thereto; any easements established by or implied from the said declaration of condominium or amendments thereto, if any; limitations and conditions imposed by the Illinois Condominium Property Act, if applicable; installments of assessments due after the time of possession and easements established pursuant to the declaration of condominium, and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in the Title provision of the contract. 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.

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

(b) The Purchaser 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.

26. 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 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.

The parties shall execute a real estate tax reparation agreement agreeing to reparate real estate taxes at the final closing. Overpayments made by Purchaser hereunder for real estate taxes shall be reconciled at that time. The real estate tax reparation agreement shall be placed into the escrow referenced in paragraph 22 above.

27. At the election of Seller or Purchaser, upon notice to the 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 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 provisions 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

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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.

28. Seller expressly warrants to Purchaser 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 herein described 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.

29. (a) Purchaser 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 Purchaser or Seller is made a party to any legal proceedings as a result of the acts or omissions of the other party.

(b) 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 right or remedy allowed by law unless specifically waived in this Agreement.

(c) 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 after it falls due after knowledge of any breach of this agreement by Purchaser or Seller, or after the determination of Purchaser's right of possession hereunder, or after the service of any notice, or after commencement of any suit, or after final judgment for possession of the premises shall not reinstate, continue or extend this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waived.

30. Purchaser shall be entitled to delivery of the Deed of conveyance aforesaid Affidavit of Title 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 cashier's or certified check made payable to Seller, which amount shall be without premium or penalty. 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 any local ordinance with regard to the transfer of title to Purchaser unless otherwise provided in the local ordinance.

31. The Riders numbered 1 (Sale/Closing of Buyer's Real Estate), 9 (Condominium/Townhome/Homeowner's Association Rider), 9A (Condominium/Townhome/Homeowner's Association Disclosure), and 17 (Dual Agency Rider), and the Residential Real Property Disclosure Report, Lead Based Paint Disclosure and Radon Disclosure, unless inapplicable, are attached hereto and made a part hereof by reference, and shall be executed by Seller and Purchaser and one copy thereof delivered to Seller and one copy thereof delivered to Purchaser.

32. The Purchaser may record this Agreement or a memorandum thereof at Purchaser's expense.

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33. This Agreement may be executed or approved concurrently in one or more counterparts, including execution of a facsimile version, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals in duplicate, the day and year first above written.

PURCHASER

SELLER

Thomas E. Kincaid

Thomas E. Kincaid

Mary E. Kincaid

Mary E. Kincaid



Edward D. Gavin,

Vincent J. Gavin

Margaret M. Hackett

Joseph J. Gavin

Kathleen T. O'Brien

*Signed & sworn to
before me this 21st
day of September, 2009*

*Santi W. Maraldo
Notary*

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Vincent J. Gavin

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Joseph J. Gavin


Kathleen T. O'Brien
Kathleen T. O'Brien

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EXHIBIT A

AMORTIZATION SCHEDULE



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p. 6

Prepared By
Robert ShutayRealty Executives Ambassador
708-349-1111**Estimated Monthly Payments****Purchase Price: 185000****Percentage Down Payment: 27.027027027027028****Down Payment: \$50,000.00****Fixed Interest Rate: 5.0****Number Of Years: 30****Taxes: \$0.00****Insurance: \$0.00****Association Fees: \$0.00****Other: \$0.00****PMI: \$0.00****PMI / MIP:****Monthly Principal & Interest (PI): \$724.71****Total Estimated Payment: \$724.71****AMORTIZATION TABLE**

Month	Monthly Payment	Principal Paid	Interest Paid	Principal Left
1	\$724.71	\$162.71	\$562.50	\$134,837.79
2	\$724.71	\$162.89	\$561.82	\$134,674.91
3	\$724.71	\$163.56	\$561.15	\$134,511.34
4	\$724.71	\$164.25	\$560.46	\$134,347.10
5	\$724.71	\$164.93	\$559.78	\$134,182.17
6	\$724.71	\$165.62	\$559.09	\$134,016.55
7	\$724.71	\$166.31	\$558.40	\$133,850.24
8	\$724.71	\$167.00	\$557.71	\$133,683.24
9	\$724.71	\$167.70	\$557.01	\$133,515.55
10	\$724.71	\$168.39	\$556.31	\$133,347.15
11	\$724.71	\$169.10	\$555.61	\$133,178.06
12	\$724.71	\$169.80	\$554.91	\$133,008.26
13	\$724.71	\$170.51	\$554.20	\$132,837.75
14	\$724.71	\$171.22	\$553.49	\$132,666.53
15	\$724.71	\$171.93	\$552.78	\$132,494.60
16	\$724.71	\$172.65	\$552.06	\$132,321.95
17	\$724.71	\$173.37	\$551.34	\$132,148.58
18	\$724.71	\$174.09	\$550.62	\$131,974.49
19	\$724.71	\$174.82	\$549.89	\$131,799.68
20	\$724.71	\$175.54	\$549.17	\$131,624.13
21	\$724.71	\$176.28	\$548.43	\$131,447.86
22	\$724.71	\$177.01	\$547.70	\$131,270.85
23	\$724.71	\$177.75	\$546.96	\$131,093.10
24	\$724.71	\$178.49	\$546.22	\$130,914.61

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p.7

25	\$724.71	\$179.23	\$545.48	\$130,735.38
26	\$724.71	\$179.98	\$544.73	\$130,555.40
27	\$724.71	\$180.73	\$543.98	\$130,374.67
28	\$724.71	\$181.48	\$543.23	\$130,193.19
29	\$724.71	\$182.24	\$542.47	\$130,010.95
30	\$724.71	\$183.00	\$541.71	\$129,827.96
31	\$724.71	\$183.76	\$540.95	\$129,644.20
32	\$724.71	\$184.53	\$540.18	\$129,459.67
33	\$724.71	\$185.29	\$539.42	\$129,274.38
34	\$724.71	\$186.07	\$538.64	\$129,088.31
35	\$724.71	\$186.84	\$537.87	\$128,901.47
36	\$724.71	\$187.62	\$537.09	\$128,713.85
37	\$724.71	\$188.40	\$536.31	\$128,525.45
38	\$724.71	\$189.19	\$535.52	\$128,336.26
39	\$724.71	\$189.97	\$534.73	\$128,146.29
40	\$724.71	\$190.77	\$533.94	\$127,955.52
41	\$724.71	\$191.56	\$533.15	\$127,763.96
42	\$724.71	\$192.36	\$532.35	\$127,571.60
43	\$724.71	\$193.16	\$531.55	\$127,378.44
44	\$724.71	\$193.97	\$530.74	\$127,184.48
45	\$724.71	\$194.77	\$529.94	\$126,989.70
46	\$724.71	\$195.59	\$529.12	\$126,794.12
47	\$724.71	\$196.40	\$528.31	\$126,597.72
48	\$724.71	\$197.22	\$527.49	\$126,400.50
49	\$724.71	\$198.04	\$526.67	\$126,202.46
50	\$724.71	\$198.87	\$525.84	\$126,003.59
51	\$724.71	\$199.69	\$525.01	\$125,803.90
52	\$724.71	\$200.53	\$524.18	\$125,603.37
53	\$724.71	\$201.36	\$523.35	\$125,402.01
54	\$724.71	\$202.20	\$522.51	\$125,199.81
55	\$724.71	\$203.04	\$521.67	\$124,996.77
56	\$724.71	\$203.89	\$520.82	\$124,792.88
57	\$724.71	\$204.74	\$519.97	\$124,588.14
58	\$724.71	\$205.59	\$519.12	\$124,382.55
59	\$724.71	\$206.45	\$518.26	\$124,176.10
60	\$724.71	\$207.31	\$517.40	\$123,968.79
61	\$724.71	\$208.17	\$516.54	\$123,760.62
62	\$724.71	\$209.04	\$515.67	\$123,551.58
63	\$724.71	\$209.91	\$514.80	\$123,341.66
64	\$724.71	\$210.79	\$513.92	\$123,130.88
65	\$724.71	\$211.66	\$513.05	\$122,919.22
66	\$724.71	\$212.55	\$512.16	\$122,706.67
67	\$724.71	\$213.43	\$511.28	\$122,493.24
68	\$724.71	\$214.32	\$510.39	\$122,278.92
69	\$724.71	\$215.21	\$509.50	\$122,063.70
70	\$724.71	\$216.11	\$508.60	\$121,847.59
71	\$724.71	\$217.01	\$507.70	\$121,630.58
72	\$724.71	\$217.92	\$506.79	\$121,412.67

8/27/2009

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EXHIBIT B

ESCROW AGREEMENT

To: Thomas J. Canna
Canna and Canna, Ltd.
10703 W. 159th Street
Orland Park, IL 60467

You are hereby instructed to make delivery of the following described instruments herewith deposited in escrow upon delivery to you of satisfactory evidence of compliance with the Instructions to Escrowee hereinbelow enumerated.

DESCRIPTION OF INSTRUMENTS DEPOSITED

1. Warranty Deed (Tenancy By the Entirety) dated closing date from Seller as grantor to Purchaser as grantee;
2. Quit claim deed dated closing date from Purchaser as grantor to Seller as grantee;
3. Bill of sale;
4. Affidavit of Title;*
5. Appropriate real estate transfer declarations;
6. ALTA Statements.
7. Tax Reproration Agreement

*Affidavit of Title shall be in standard form containing an added provision as follows: "Statements made herein are intended to be projected to the date of delivery of said Warranty Deed to the grantee named herein."

INSTRUCTIONS TO ESCROWEE

1. In the event that you shall receive a written request from the Purchaser for the delivery of the aforesaid instruments, accompanied by a statement that they have complied with each and every one of the terms and conditions of the Installment Agreement for Warranty Deed, you shall promptly send a written notice to the Seller, by certified or registered mail, that the Purchaser has so requested delivery of the deposited instruments. If you do not receive an objection to the delivery of the deposited instruments from the Seller within thirty (30) days following the giving of the previously mentioned notice to the Seller, you shall immediately deliver the deposited instruments to the Purchaser. If you do receive a written objection to the delivery of the deposited instruments within the thirty (30) day period, you shall retain the deposited instruments until you receive either:

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- (a) a joint direction executed by all parties to the Installment Agreement for Warranty Deed; or
- (b) a Court order establishing the rights of the respective parties to the subject property.
2. In the event that you shall receive a written request from the Seller for the delivery of the deposited instruments accompanied by a statement that the Purchaser is in default and that the period within such default may be cured has expired, you shall promptly send a written notice to the Purchaser, by certified or registered mail, that the Seller has so requested delivery of the deposited instruments. If you do not receive an objection to the delivery of the deposited instruments from the Purchaser within thirty (3) days following the giving or the previously specified notice to the Purchaser, you shall immediately deliver the deposited instruments to the Seller. If you do receive a written objection within such thirty (30) day period, you shall retain the documents until you shall receive either:
- (a) a joint direction executed by all parties to the Installment Agreement for Warranty Deed; or
- (b) a Court order granting the right of possession of the subject premises to the Seller pursuant to the Forcible Entry and Detainer Act of the State of Illinois, or any order of Court establishing the rights of the respective parties to the subject property.
3. For the purposes of the foregoing, any thirty (30) day period for objection to the delivery of the deposited instruments shall commence upon the date that said notice is mailed by the Escrow Agent.

RELEASE

The parties hereto expressly agree, for themselves, their heirs, personal representatives, successors and assigns, that the Escrow Agent is hereby released from any and all liability, claim or obligation whatsoever as a result of delivery of the deposited documents as herein provided.

PURCHASER

Thomas E. Kincaid

Mary E. Kinkaid

SELLER

Edward D. Gavin,

Vincent J. Gavin

Margaret M. Hackett

Joseph J. Gavin

Kathleen T. O'Brien

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ACCEPTANCE

I hereby receipt for the deposited instruments as described in the foregoing escrow instructions and agree to hold the same pursuant to the terms and provisions set forth therein.

Escrowee:

By: _____
Thomas J. Canna, Escrowee

Property of Cook County Clerk's Office

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RIDER 1

SALE/CLOSING OF BUYER'S REAL ESTATE

Form Approved by the South Suburban and Southwest Bar Associations

EXCEPTING HANDWRITTEN, UNDERLINED, OR BOLD ITALIC PROVISIONS, BUYER AND SELLER REPRESENT AND WARRANT TO EACH OTHER THAT NO ALTERATIONS HAVE BEEN MADE TO THIS RIDER AS PUBLISHED BY THE BAR ASSOCIATIONS ABOVE.

This contract shall be contingent upon Buyer completing a sale of Buyer's real estate located at:

8652 W. 99TH ST. PALOS HILLS IL which:

is currently listed

OR

will be listed by _____, 20____

} with REALTY EXECUTIVES AMBASSADOR
(Listing Office or Owner)

and is is not currently under a pending sale contract (dated 8-26, 2009).

This contract is subject to the closing of such sale on or before 9-24, 2009. If the closing of the sale of Buyer's real estate does not occur and the sale proceeds are not obtained by Buyer within such period, either an extension of time shall be agreed to by the parties in writing by that date, or a written waiver of this sale contingency shall be agreed to by Buyer by that date, or this contract on that date shall be null and void and all earnest money shall be returned to Buyer.

If during the sale contingency period, Seller receives a contract to purchase from another bona fide purchaser, Buyer shall have 72 hours from the date and time of receiving written notice of such contract from Seller or Seller's agent to waive this sale contingency. If Buyer does not waive this sale contingency within that time, this contract shall be null and void and all earnest money shall be returned to Buyer. Seller shall be released of all obligations and liability to Buyer in such event.

If Buyer waives this contingency, after receipt of the notice described herein, Buyer shall:

1. Deposit an additional \$ _____ earnest money with Seller's agent (or attorney).
2. Execute a written waiver of sale contingency.

If Buyer waives this contingency, after receipt of the notice described herein, Buyer shall be deemed to be in default of this contract and subject to forfeiture of the earnest money, IF:

- A. Buyer is unable to close this transaction because Buyer's loan commitment is denied due to Buyer's ownership of other real estate; or
- B. Buyer's loan commitment is contingent upon the closing/sale of other real estate and such closing/sale is not, or cannot be, accomplished on or before the closing date specified in the contract to which this Rider 1 is made a part.
- C. Buyer fails to diligently and faithfully cooperate with Buyer's lender in supplying information, completing application documentation, and/or taking such action as is reasonably requested by Buyer's lender.

Buyer agrees to provide a home address and, if applicable, an out of town address to Buyer's Realtor® and Buyer's attorney during the contingency period for the purpose of facilitating delivery and receipt of a notice of second contract. In the event such addresses are not provided, Buyer's Realtor® and/or broker/manager are authorized to receive notice of second contract on behalf of Buyer. Once the Buyer has closed the sale of the property identified as the subject of this contingency, this Rider 1 shall be deemed satisfied.

Buyer: Thomas J. Kincaid
Mary E. Kincaid

Seller: _____

Date: 8-26-2009

Date: _____

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other agreements, representations, or understandings, oral or written, between the parties with respect to the subject matter of this Contract. No alteration, modification, or amendment to this Contract shall be valid unless in writing and signed by all parties, or as agreed under "Attorney Review".

- (e) If this transaction is a cash purchase (no mortgage is secured by Buyer) the parties shall each pay one-half of the title company escrow closing fee.
- (f) This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, legal representatives and assigns.
- (g) This Contract is subject to the provisions of Public Act 89-111, known as the Residential Real Property Disclosure Act, the terms of which are expressly incorporated herein and made a part hereof. Seller represents that the information in the disclosure statement is accurate as of the Contract Date.
- (h) The invalidity of any paragraph or subparagraph of this Contract shall not impair the validity of any other paragraph or subparagraph. If any provision of this Contract is determined to be unenforceable by a court, such provision shall be deemed severable and this Contract may be enforced with such provision severed or as modified by such court.
- (i) Prior to closing, Buyer shall have the right to enter into and make a final inspection of the premises to determine that the premises are in the condition required by the terms of the Contract. If there has been an adverse change in the condition of the premises since the Contract Date, the Seller shall restore the premises to the same condition as of the Contract Date, or as otherwise required by the terms of the Contract.
- (j) Seller shall pay for the State of Illinois and county real estate transfer tax stamps. Any municipal transfer tax shall be paid by the party designated in the ordinance of the municipality imposing the tax.
- (k) If Buyer has made reasonable good faith efforts to secure homeowners insurance for the property purchased herein and is unable to secure such insurance, Buyer shall have the option to terminate this contract.
- (l) If the improvements on the property shall be destroyed or materially damaged by fire or other casualty prior to closing, the provisions of the Uniform Vendor and Purchaser Risk Act of Illinois shall apply.
- (m) If the Buyer or Seller under this Contract is an Illinois land trust, the individual beneficiaries thereto have signed their names to this Contract to indicate they are the beneficiaries of that trust, to guarantee their performance of this Contract, and to indicate that they hold the sole power of direction with regard to said trust.
- (n) In the event the terms of any Riders attached hereto conflict with the terms of this Contract, the Rider terms shall control. In all other respects, the terms of this Contract shall remain in full force and effect. Excepting handwritten, underlined, or bold italic provisions, Buyer and Seller represent and warrant to each other that no alterations have been made to the text of this Contract or any Riders thereto, as published by the bar associations above. No other alterations of this contract form are permitted.

This Contract and Riders numbered #1 5 909A 10 17, RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT, LEAD BASED PAINT DISCLOSURE, and RADON DISCLOSURE unless inapplicable, are attached hereto and incorporated herein, shall be executed by Buyer and Seller and one copy thereof delivered to Seller and one copy delivered to Buyer. THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED. IF ANY TERMS ARE NOT UNDERSTOOD SEEK LEGAL ADVICE BEFORE SIGNING.

BUYER: Mary E. Kincaid SELLER: _____
 BUYER: Mary E. Kincaid SELLER: _____
 Date of Offer: _____ Date of Acceptance: _____
 (To be inserted only after the Buyer and Seller have agreed to all the terms and conditions of this Contract and referred to herein as the "Contract Date").

IDENTITY OF LENDER, ASSOCIATION, BROKERS AND ATTORNEYS
(Please complete when executing the Contract)

BUYER'S MORTGAGE COMPANY: _____
 Loan Officer: _____
 Telephone: _____

SELLER'S HOMEOWNER'S/CONDO/TOWNHOME ASSOCIATION (if any)
 Management Company Name: _____
 Telephone: _____

BUYER'S BROKER: REALTY EXECUTIVES AMB
 Telephone: 708-349-1111 (Company)
 Fax: 708-349-0148
 (Designated) or (Dual Agent) (Select one)
ROBERT SHUTAY
 (Agent's Name)

SELLER'S BROKER: REALTY EXECUTIVES AMB
 Telephone: 708-349-1111 (Company)
 Fax: 708-349-0148
 (Designated) or (Dual Agent) (Select one)
ROBERT SHUTAY
 (Agent's Name)

BUYER'S ATTORNEY: WILLIAM MARALDO
 Address: _____
 Telephone: 708-478-8
 Fax: 708-478-8227

SELLER'S ATTORNEY: TOM CANNA
 Address: _____
 Telephone: 708-349-2772
 Fax: 708-349-8272

RIDER 9**CONDOMINIUM/TOWNHOME/HOMEOWNER'S ASSOCIATION RIDER**

Form approved by the Southwest and South Suburban Bar Associations

EXCEPTING HANDWRITTEN, UNDERLINED, OR BOLD ITALIC PROVISIONS, BUYER AND SELLER REPRESENT AND WARRANT TO EACH OTHER THAT NO ALTERATIONS HAVE BEEN MADE TO THIS RIDER AS PUBLISHED BY THE BAR ASSOCIATIONS ABOVE.

Seller further agrees to convey the aforementioned Property, together with its undivided interests in the common elements, if any, subject to:

- (a) The terms, provisions, covenants, and conditions of the Declaration of Condominium/Townhome/Homeowner's Association (herein after referred to as "Declaration") and all amendments, if any;
- (b) Any easements established by or implied from said Declaration or amendments;
- (c) Party wall rights and agreements, if any;
- (d) Limitations and conditions imposed by the Condominium Property Act.

The contract is subject to the condition that the Seller be able to procure the release or waiver of any option of first refusal or other pre-emptive rights of purchase created by the Declaration within the same time established therein. If after making every reasonable effort, Seller cannot procure such release or waiver within the time provided and so notifies the Buyer thereof, then at the option of the Buyer, this contract shall become null and void and all earnest money shall be returned to the Buyer; provided, that if said option or pre-emptive right is not exercised within the time established by the Declaration, this contract shall remain in full force and effect for that period of time which the Declaration provides for completion of the sale should the option or pre-emptive right not be exercised. If the Declaration contains no such option or pre-emptive right, this clause shall be null and void.

Seller shall also furnish Buyer with the following documents, if applicable:

- (a) By date of closing, proof of waiver or termination of any right of first refusal, if required in any recorded Declaration;
- (b) By date of closing, an existing survey of the condominium building, if in the possession of or available to Seller, all current Declarations, Amendments, Bylaws, Rules and regulations of the Association, and a Certificate of Insurance in Buyer's name.
- (c) Completed Rider 9A from the board of managers, treasurer, or managing agent of the Condominium/Townhome/Homeowner's Association certifying full payment by Seller of all regular monthly assessments for common expenses and full payment of all special assessments (unless agreed otherwise in writing) through date of closing.

Seller represents that he has not received notice and has no knowledge of (a) pending lawsuits or judgments to which the Association is a party, (b) capital expenditures approved by the Association, or (c) any approved special assessments or increase in monthly regular assessments. Seller also represents that any and all of Seller's fees due the association for water service, garbage service, or any fees of any nature are paid or will be paid at the time of closing.

The parties further agree:

- (a) Any prepaid monthly maintenance assessments shall be prorated at the time of closing.
- (b) Reserve deposits are NOT proratable items.
- (c) Special assessments, or other items, if any, which have been accepted in writing by Buyer, shall be prorated or paid as directed by Buyer.

Rider 9A is attached hereto and made a part hereof.

SELLER:

BUYER:

Thomas A. Koncinski

Mary E. Koncinski

RIDER 9A

Condominium/Townhome/Homeowner's Association Disclosure

Form approved by the Southwest and South Suburban Bar Associations

EXCEPTING HANDWRITTEN, UNDERLINED, OR BOLD ITALIC PROVISIONS, BUYER AND SELLER REPRESENT AND WARRANT TO EACH OTHER THAT NO ALTERATIONS HAVE BEEN MADE TO THIS RIDER AS PUBLISHED BY THE BAR ASSOCIATIONS ABOVE.

Property Address: 9750 W. KOCH CT UNIT 3A ORLAND PARK, IL 60462

In compliance with Illinois law as to condominiums, (See 765 ILCS 605/22.1) and with regard to non-condominium community associations (See 765 ILCS 605/18.5(g)), Seller agrees to provide, no less than FIVE (5) business days prior to closing, the information set forth in the applicable sections hereof, as completed by the Association. Buyer (and Buyer's attorney) shall have FIVE (5) business days from the date of written receipt of the last of such items to be produced to review them. If Buyer reasonably and in good faith disapproves of any information disclosed herein, Buyer shall serve written notice upon Seller within the aforesaid FIVE (5) business days and, in such event, the contract shall be null and void and all earnest money shall be returned to the Buyer.

1. (a) That the monthly assessments of \$ 167.00 per month are paid in full through _____
20____. Past Due sums of \$ _____ are due the Association for the following period: _____

(b) That there (are) (are not) other monthly, special or other assessments or charges due the Association by the unit owner: _____

2. Capital expenditures (are) (are not) anticipated by the Unit Owner's Association within the current or succeeding TWO (2) fiscal years. Amount and purpose: _____

3. The amount of the reserve or replacement fund for current or future capital expenditures is \$ _____
This reserve or part of this reserve (is) (is not) earmarked for a specified project by the Board of Managers as follows: _____

4. A complete copy of the Association's most recent financial statement and approved budget is attached hereto.

5. There (are) (are not) pending lawsuits or judgments in which the Unit Owner's Association is a party: _____

6. The insurance carrier for the Unit Owner's Association is:
NAME: _____ COMPANY: _____
ADDRESS: _____
TELEPHONE: _____ FAX: _____

7. The Association/managing agent for the Association states that it knows of no improvements or alterations made to the unit or the limited common elements assigned thereto by the current unit owner which violates the governing Declaration, Bylaws, or Rules and Regulations.

8. Other requested information: _____

ASSOCIATION NAME: _____

MANAGING AGENT'S NAME: _____

BY: _____ (Agent of the Association) DATE: _____

SELLER: _____

BUYER: Thomas D. Reid

Mary E. Kincaid

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**RIDER #17
DUAL AGENCY RIDER TO PURCHASE CONTRACT
FORM APPROVED BY THE SOUTH/SOUTHWEST ASSOCIATION OF REALTORS**

CONFIRMATION OF CONSENT TO DUAL AGENCY

Seller(s): VINCE GAVIN

Buyer(s): THOMAS & MARY KINCAID

Property Address: 8650 W. KOCH CT UNIT 3A ORLAND PARK, IL

Sales Associate ("Licensee"): ROBERT SHUTAY

The undersigned confirm that they have previously consented to Licensee acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as Dual Agent in regard to the transaction in the contract to which this Rider is attached.

Seller: _____

Buyer: Thomas Kincaid

Seller: _____

Buyer: Mary E. Kincaid

Date: _____

Date: _____