

Record and Mail To:  
Louis V Pavone  
LOSS & PAVONE  
1920 S. Highland Ave., Suite 203  
Lombard, IL 60148



Doc#: 1005048105 Fee: \$64.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/19/2010 10:51 AM Pg: 1 of 15

The above space for recorder's use only

This form has been approved by the Real Estate Law Committee of the DuPage County Bar Association for use by Lawyers only

## ARTICLES OF AGREEMENT FOR DEED

BUYERS: **STEPHEN C. SCHOLTEN**, who's address is 940 Lonsdale Road, Elk Grove Village, IL 60007 and **SCOTT R. SCHOLTEN** who's address is 120 Trem Tell Lane, Granville, OH 43023 and **SUSAN S. FAHY**, who's address is 449 Potomic Lane, Elk Grove Village, IL 60007, all agree to purchase, and SELLER: **NORTH STAR TRUST COMPANY, as Trustee U/T/A dated April 20, 2004 and known as Trust No. 3341** of 500 W. Madison, Chicago, IL 60661, County of Cook; State of Illinois and **RICHARD SCHOLTEN** of 126 Essex Road, Elk Grove Village, IL 60007 County of Cook; State of Illinois (**the 100% beneficiary under the aforementioned Trust**) agree to sell to Buyers at the PURCHASE PRICE of Three Hundred Fifty Thousand Dollars (\$350,000.00) the PROPERTY commonly known as **126 Essex Road, Elk Grove Village, IL 60007** and legally described as follows:

Lot No. 3510 in Elk Grove Village Section 12, being a Subdivision in Sections 32 and 33, Township 41 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded in the Office of the Recorder of Deeds on March 8, 1965 as Document 19-400-461, in Cook County, Illinois.

Permanent Index Number: 08-33-316-012

(hereinafter referred to as "the premises:), together with all improvements and fixtures, if any, including, but not limited to: All central heating, plumbing and electrical systems and equipment; the hot water heater; central cooling humidifying and filtering equipment; fixed carpentry; built-in kitchen appliances; equipment and cabinets; water softener (except rental units); existing storm 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 final closing.

# UNOFFICIAL COPY

**1. INSTALLMENT PRICE:** Buyer hereby covenant and agree to pay to Seller at or to such other person or at such other place as Seller may from time to time designate in writing, the purchase price of **\$350,000.00** all payable in the manner following to wit:

- a. At the time of the initial closing, no money down plus or minus prorations, if any, as is hereinafter provided;
- b. Buyer shall assume the Seller's existing mortgage obligation described as follows:

**EQUITY SOURCE AGREEMENT, DISCLOSURE & MORTGAGE**

Borrowers: Richard M. Scholten and Joyce H. Scholten

Property Address: 126 Essex Road, Elk Grove Village, IL 60007

Citibank Credit Limit: **\$160,000.00**

Unpaid Balance to Date: **\$100,358.84**

Agreement Dated: 4/20/07

- c. Leaving a Balance due and owing of **\$249,641.16**; to be paid with interest at the rate of 4.75%, in one hundred eighty (180) equal monthly payments of **\$1,452.77** commencing on the 1<sup>st</sup> day of August, 2009, and continuing in a like manner on the first day of each and every subsequent month for a period of one hundred seventy nine (179) months at which time the entire principal balance becomes due and payable in full.
- d. 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 and assessments which subsequent to the date of this Agreement may become a lien on the premises; third, to pay insurance premiums falling due after the date of the Agreement, and fourth, to reduce said unpaid principal balance of the purchase price.
- e. Payments of principal and interest to seller shall be received by Seller; but upon the death of the Seller, transferable on death to Susan S. Faly, Stephen C. Scholten and Scott R. Scholten, in equal shares, per stirpes.

**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 their nominee, by a recordable, stamped general warranty deed with release of homestead rights, good 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, building line and use or 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.
- 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.

# UNOFFICIAL COPY

**3. CLOSINGS:** The "initial closing" shall occur on August 13, 2009, (or on the date, if any, to which said date is extended by reason of subparagraph 7 (b) at The Law Offices of LOSS & PAVONE located at 1920 S. Highland Avenue, #203, Lombard, IL 60148. "Final closing" shall occur if and when all covenants and conditions herein to be performed by Buyer have been so performed.

**4. POSSESSION:** Possession shall be granted to Buyer at 12:01 A.M. on August 13, 2009, provided that the full down payment minus net prorations 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 further provided that Buyer on such initial closing date are otherwise not in default hereunder.

**5. PRIOR MORTGAGES:**

a. Seller currently has an equity source mortgage for an equity line of **\$160,000.00** ("prior mortgage") against the title to the premises with a current balance including interest of **\$100,358.84** unpaid at the time of execution of 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 agree 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. Seller agrees that beginning with the date of this agreement he will not exercise any other draws on his equity line with equity source mortgage.

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

c. Buyer shall have the obligation, to make all payments due on the Equity Source Agreement and mortgage in a timely fashion beginning with the date of this Agreement..

**6. SURVEY:** Prior to the initial closing, Seller shall deliver to Buyer or his agent a spotted survey of the premises, certified by a licensed surveyor, having all corners staked and showing all improvements existing as of this contract date and all easements and building lines. (In the event the premises is a condominium, only a copy of the pages showing said premises on the recorded survey attached to the Declaration of Condominium shall be required.)

**7. TITLE:**

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 Certificate of Title issued by the Registrar of Titles and a special Tax and Lien Search or a commitment issued by a title insurance company licensed to do business in Illinois, to issue a contract purchaser's title insurance policy on the current form of American Land Title Association Owners's Policy (or 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 5; (4) other title

# UNOFFICIAL COPY

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 Buyer, or those claiming by, through or under the Buyer.

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 Sellers 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 or a definite or ascertainable amount. If the Buyer 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 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 exceptions therein stated.

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

e. Buyer's taking possession of the premises shall be conclusive evidence that Buyer in all respects accept 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 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 7 (a) resulting from acts done or suffered by, or judgments against the Seller between the initial closing and the final closing.

**8. 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 5 and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 7. 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.

## **9. HOMEOWNERS ASSOCIATION:**

a) In the event the premises are subject to a townhouse, condominium, or other homeowners association, Seller shall, prior to the initial closing furnish Buyer a statement from the Board of Managers, treasurer or managing agent of the association certifying payment of the 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 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

# UNOFFICIAL COPY

applicable association.

**10. 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 closing. Real estate taxes for the year of possessions 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 payments shall be a proation credit in favor of the Seller.

**11. ESCROW CLOSING:** At the election of Seller or Buyer, 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 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.

**12. SELLER'S REPRESENTATIONS:**

a. Sellers expressly warrant 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 herein described before this Agreement was executed, has been received by the Seller, his principal or agent within ten (10) years of the date of execution of this Agreement.

b. Seller represents that all equipment and appliances 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 systems; kitchen equipment remaining with the premises and any miscellaneous mechanical personal property to be transferred to the Buyer. Upon the Buyers' 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.

**13. 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 exterior painting and decorating; window glass; heating, ventilating and air conditioning equipment; plumbing 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 the

# UNOFFICIAL COPY

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 Buyer 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 Buyer in complying with said notice, then, Seller may avail themselves of such remedies as Seller may elect, if any, from those that are by this Agreement or at law or equity provided.

**14. FIXTURES AND EQUIPMENT:** At the time of delivery of possession of the premises to Buyer, 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 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.

**15. 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 erected on premises with a company, or companies, reasonably acceptable to Seller in policies conforming to Insurance Service Bureau Homeowners Form 3 ("H.O.3") 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.

b. 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 the insurance proceeds are sufficient to fully reconstruct or restore such improvements, to pay for the restoration or reconstruction of such damage 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 the purchase price.

**16. TAXES AND CHARGES:** It shall be 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 hereafter 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 Seller shall pay real estate taxes from monthly installments to preserve Senior exemption and freeze.

**17. FUNDS FOR TAXES AND CHARGES:** In addition to the agreed installments, if any, provided in paragraph 1, Buyer shall deposit with the Seller on the day each installment payment is due or if none are provided for, on the first day 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, assessments which may become a lien on the premises, and the estimated annual premiums for the insurance coverages required to be kept and maintained by

# UNOFFICIAL COPY

Buyer, all as reasonably estimated to provide sufficient sums for the full payment of such charges one month prior to their each becoming due and payable. Failure to make the deposits required hereunder shall constitute a breach of this Agreement. The funds shall be held by Seller in an institution the deposits or accounts of which are insured 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 deposits of such funds payable prior to the 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 cure any 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 a cash refund to Buyer or a credit toward Buyer's future obligations hereunder. If the amount of the funds held by Seller shall not be sufficient to pay all 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 and 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.

## 18. 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 the Seller without liability or obligation on Seller's part to account to the Buyer therefor or for any part thereof.

## 19. LIENS:

a. Buyer shall not suffer or permit any mechanics' 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 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 Buyer for repairs or improvements upon the premises, except in 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 shall be promptly delivered to Seller.

## 20. PERFORMANCE:

a. If Buyer (1) defaults by failing to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement and such default is not cured within ten (10) days of written notice to Buyer; or (2) defaults in the performance of any other

# UNOFFICIAL COPY

covenant or agreement hereof and such default is not cured by Buyer within thirty (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 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 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, and all rents which accrue thereafter, and in addition to the remedies provided above and in conjunction with any one of them, Seller may collect any rent due and owing and may seek the appointment of a receiver.

c. If default is based upon the failure to pay taxes, assessments, insurance, or liens, Seller may elect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by 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 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, 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 or monetary claims arising from acts or obligations of Buyer under this Agreement.

## 21. DEFAULT, FEES:

a. Buyer 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 Buyers or Seller are 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 Sellers 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 or default; the payment or acceptance of money after it falls due after knowledge of any breach of this agreement by Buyers or Sellers, or after the termination of Buyers 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.

**22. 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 party giving the same, and the same may be served upon the other party or their agent personally or by certified or registered mail, return receipt requested, to the parties addressed if to Seller at the address shown in paragraph 3 or if to the Buyer at the address of the premises. Notice shall be deemed made when mailed or served.

**23. ABANDONMENT:** Fifteen days' physical absence by Buyer 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



# UNOFFICIAL COPY

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 need not, 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.

**24. SELLER'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 therefor related to Seller's interest in the premises.

**25. 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 last day of the preceding month based upon a 360 day year. Interest for the period from the date of initial closing until the date the first installment is due shall be payable on or before the date of initial closing.

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

**27. FINAL CLOSING:** Buyer 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 Buyer under this Agreement at any time upon payment of all amounts due hereunder in the form of cash or cashier's or certified check made payable to Seller, which amount shall be without premium or penalty. At the time Buyer provides notice to Seller that he is prepared to prepay all amounts due hereunder, Seller forthwith either shall produce and record at his expense a release deed for the prior mortgage, or obtain a currently dated loan repayment letter reflecting the amount necessary to discharge and release the prior mortgage. Seller shall have the right to repay and discharge such prior mortgage in whole or in part from sums due hereunder from 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 note and a release deed in form satisfactory for recording which, shall be delivered to Buyer. Seller shall give Buyer a credit against the balance of the purchase price for the cost of recording such release. In the event Buyer does not have a mortgage lender, then the delivery of the cancelled note to Seller shall be simultaneous with the delivery of the Deed from Seller to Buyer, and to facilitate the delivery of documents and the payment of the prior mortgage and the balance of the amount due hereunder, the parties agree to complete such exchange at the offices of the holder of the note secured by the prior mortgage. At the time of delivery of the Deed, Buyer 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 Buyer, and Buyer 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 of Buyer unless otherwise provided in the local ordinance.

# UNOFFICIAL COPY

## 28. TITLE IN TRUST:

a. In the event that 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 appropriate under the terms of this Agreement in accordance with the provisions 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 or persons with the power to direct the 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 terms 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 final closing, Seller shall convey title into a trust and comply with subparagraphs (a) and (b) of this paragraph 29 with Buyer paying all trust fees and recording cost resulting thereby.

**29. RECORDING:** The parties shall record this Agreement or a memorandum thereof at Buyer's expense.

**30. RIDERS:** The provision contained in any rider attached hereto are and for all purposes shall be deemed to be part of this Agreement as though herein fully set forth.

**31. 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 construed as confining or limiting in any way the scope or intent of the provisions 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.

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

**33. BINDING OF HEIRS, TIME OF ESSENCE:** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Seller and Buyer. Time is of the essence of this Agreement.

**34. JOINT AND SEVERAL OBLIGATIONS:** The obligations of two or more persons designated "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 or agreement with respect to this Agreement or the premises.

**35. NOT BINDING UNTIL SIGNED:** A duplicate original of this Agreement duly executed by the Seller, 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 September 30 2009; 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.



# UNOFFICIAL COPY

**BUYER:**

*Susan S. Fahy*  
SUSAN S. FAHY

STATE OF ILLINOIS        )  
  )SS  
COUNTY OF DUPAGE        )

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, DO  
HEREBY CERTIFY that **SUSAN S. FAHY** is personally known to me to be the same person  
whose name is subscribed to the foregoing instrument appeared before me this day in person, and  
acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary  
act, for the uses and purposes therein set forth

Given under my hand and official seal, this 13th day of August, 2009.

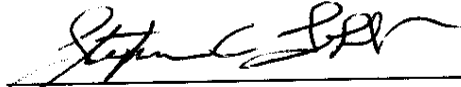
*Arlene Winder*  
Notary Public

Commission expires 6/22/11



# UNOFFICIAL COPY

**BUYER:**

  
\_\_\_\_\_  
**STEPHEN C. SCHOLTEN**

STATE OF ILLINOIS        )  
  )SS  
COUNTY OF DUPAGE     )

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, DO  
HEREBY CERTIFY that **STEPHEN C. SCHOLTEN** is personally known to me to be the same  
person whose name is subscribed to the foregoing instrument appeared before me this day in  
person, and acknowledged that he signed, sealed and delivered the said instrument as his free and  
voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 13th day of August, 2009.

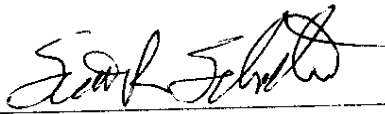
  
\_\_\_\_\_  
Notary Public

Commission expires 6/22/11



# UNOFFICIAL COPY

**BUYER:**

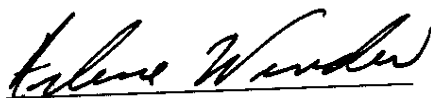


**SCOTT R. SCHOLTEN**

STATE OF ILLINOIS        )  
  )SS  
COUNTY OF DUPAGE     )

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, DO  
HEREBY CERTIFY that **SCOTT R. SCHOLTEN** is personally known to me to be the same  
person whose name is subscribed to the foregoing instrument appeared before me this day in  
person, and acknowledged that he signed, sealed and delivered the said instrument as his free and  
voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 13th day of August, 2009.



Notary Public

Commission expires 4/22/11



# UNOFFICIAL COPY

## EXHIBIT "A"

**One Hundred (100%) Percent undivided beneficial interest in Richard M. Scholten at 126 Essex Road, Elk Grove Village, IL 60007. Upon the death of Richard M. Scholten to be transferable to the following individuals:**

**STEPHEN C. SCHOLTEN, Thirty-Three and One-Third (33 1/3%) Percent undivided interest, per stirpes.  
940 Lonsdale Road  
Elk Grove Village, IL 60007**

**SCOTT R. SCHOLTEN Thirty-Three and One-Third (33 1/3%) Percent undivided interest, per stirpes.  
120 Trem Tell Lane  
Granville, OH 43023**

**SUSAN S. FAHY Thirty-Three and One-Third (33 1/3%) Percent undivided interest, per stirpes.  
449 Potomic Lane  
Elk Grove Village, IL 60007**