

# UNOFFICIAL COPY

## ARTICLES OF AGREEMENT FOR DEED

1. **JOE MITCHELL, Cook County, State of Illinois** agrees to purchase, and **SELLER, ROSE M. FELICE TRUST, Cook County, State of Illinois** agrees to sell to Buyer at the PURCHASE PRICE of 345,000.00 the PROPERTY commonly known as **12411 SOUTH 91<sup>ST</sup> AVENUE, PALOS PARK, ILLINOIS 60464** and legally described as follows:

See attached.



Permanent Index Number: 23-27-412-029-0000

Doc#: 1135316043 Fee: \$94.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/19/2011 01:22 PM Pg: 1 of 11

(hereinafter referred to as "the Premises")

with approximate lot dimensions of 144x222x  
100 x 300 together with all improvements and fixtures, if any, including, but not limited to:

If any, all central heating, plumbing and electrical systems and equipment; the hot water heater; central cooling, humidifying and filtering equipment; fixed carpeting; built-in kitchen appliances, equipment and cabinets; existing storm and screen windows and doors; all planted vegetation; and all stoves, refrigerators and dishwashers presently on the Premises and owned by Seller.

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.

### 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 its corporate nominee, by a recordable, stamped special warranty deed, 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) Zoning laws and ordinances; and (d) Easements for public utilities; and those matters set forth as "Permitted Exceptions" in Exhibit A attached hereto.

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:** Buyer hereby covenants and agrees to pay to Seller to such other person or at such other place as Seller may from time to time designate in writing, the Purchase Price unpaid from the date of initial closing, all payable in the manner following to wit:

(a) Buyer has already paid **\$3000.00 as earnest money** to be applied on the Purchase Price. The earnest money shall be held by **PRUDENTIAL L.T. BLOUNT REALTORS** as escrowee for the mutual benefit of the parties concerned;

(b) At the time of the initial closing, the additional sum of **\$3000.00**;

(c) Buyer hereby agrees to pay **\$2000.00 each month for use & occupancy of the property, commencing on or about NOVEMBER 1, 2011, and on THE 1<sup>ST</sup> OF EVERY MONTH thereafter**;

(d) The balance of the Purchase Price of **\$339,000.00** and other charges as hereinafter provided, if not sooner paid shall be due on **NOVEMBER 15, 2013**;

Buyer's initials

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Seller's initials

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4. **CLOSINGS:** The "initial closing" shall occur on or about **NOVEMBER 15, 2011**, (or on the date, if any, to which said date is extended by reason of subparagraph 8(b) at **GREATER ILLINOIS TITLE OR A SATELLITE OFFICE AGREED UPON BY THE PARTIES**. "Final closing" shall occur if and when all covenants and conditions herein to be performed by Buyer have been performed.

5. **POSSESSION:** Possession shall be granted to Buyer BY 5:00 PM on OR BEFORE **NOVEMBER 15, 2011 AS THE PARTIES MUTUALLY AGREE**, 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 is otherwise not in default hereunder.

6. **intentionally deleted as inapplicable.**

7. **SURVEY:** Prior to the initial closing, Seller shall deliver to Buyer or his agent an existing survey of the premises, certified by a licensed surveyor, showing all improvements existing as of this contract date and all easements and building lines.

8. **TITLE:**

(a) At least five (5) business days prior to the initial closing, Seller shall furnish or cause to be furnished to Buyer at Seller's expense a commitment issued by **Greater Illinois Title Company** licensed to do business in Illinois, ordered by **SELLER'S ATTORNEY**, to issue a title insurance policy on the current form of American Land Title Association Owner'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, other than those which may be removed by presentation of a current survey and ALTA statement relative to mechanic's liens and survey objections; (2) the "permitted exceptions" set forth in paragraph 2; (3) 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 (4) 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 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 Buyer does not so elect, the contract between the parties shall become null and void, without further action of the parties, and all monies paid by Buyer hereunder shall be refunded.

(c) Every title commitment which conforms with subparagraph "a" shall be conclusive evidence of good title therein shown, as to all matters insured by the policy, subject only to special exceptions therein stated.

(d) Buyer's taking possession of the premises shall be conclusive evidence that Buyer in all respects accepts and is satisfied with the physical condition of the premises, all matters shown on the survey and the condition of title to the premises as shown to him on or before the initial closing. Seller shall upon said 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 between the initial closing and the final closing.

Buyer's initials



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Seller's initials



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**9. AFFIDAVIT OF TITLE:** Seller shall furnish Buyer at or prior to the initial closing and, again, prior to final closing with an Affidavit of Title, covering said dates, subject only to those permitted exceptions set forth in paragraph 2, and unpermitted 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 an "ALTA Loan Statement" and such other documents as are customary or required by the issuer of the commitment for title insurance.

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

The parties agree to Real estate tax prorations of 100% of the last ascertainable bill at the time of the final closing, which shall be applied as a credit of the Purchase Price due to be paid by Buyer at the final Closing.

**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, the final closing and the conveyance contemplated hereby shall be made through escrow with **Greater Illinois Title company**, 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, 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. "AS-IS" PURCHASE.** Buyer is acquiring the Property "as-is" with all faults and defects, and Buyer acknowledges and agrees that Seller has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to

- (a) the nature, quality or condition of the Property, including, without limitation, the water, soil and geology, or the presence or absence of any pollutant, hazardous waste, gas or substance or solid waste on or about the Property;
- (b) the income to be derived from the Property;
- (c) the suitability of the Property for any and all activities and uses which Buyer may intend to conduct thereon;
- (d) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any governmental authority or body having jurisdiction including, without limitation, all applicable zoning laws;
- (e) the habitability, merchantability or fitness for a particular purpose of the Property or the implied warranty of habitability;
- (f) any other matter related to or concerning the Property, except as expressly set forth in this Agreement; and Buyer shall not seek recourse against Seller on account of any loss, cost or expense suffered or incurred by Buyer with regard to any of the matters described in Clauses (a) through (f) above.

Buyer acknowledges that Buyer, having been given the opportunity to inspect the Property is relying solely on its own investigation of the Property and not on any information provided or to be provided by or on behalf of Seller. Buyer further acknowledges that no independent investigation or verification has been or will be made by Seller with respect to any information supplied by or on behalf of Seller concerning the Property, and Seller has made no representation as to the accuracy or completeness of the representation and the information, it being intended by the parties that Buyer shall verify the accuracy and completeness of the information itself. Buyer acknowledges that the disclaimers, agreements and other statements set forth in this Paragraph 12 are an integral portion of this Agreement and that Seller would not agree to sell the Property to Buyer for the purchase price without the disclaimers, agreements and other statements set forth in this Paragraph 12.

**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

Buyer's initials



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Seller's initials \_\_\_\_\_ as attorney in fact  
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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 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 himself 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 premise 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 unless replaced with new and comparable equipment, fixtures or personal property.


**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 the premises with a company, or companies, reasonably acceptable to Seller, with coverage not less than the replacement value of the Premises 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 Buyer shall pay the premiums thereon when due.

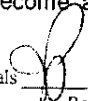
(b) In case of loss of or damage to such improvements, whether before or after possession is given hereunder, any insurance proceeds to which either or both of the parties hereto shall be entitled on account thereof, shall, subject to the rights and election of any mortgagee or trust deed holder, be 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 damaged or lost improvement, or (ii) in the event the insurance proceeds are not sufficient to fully reconstruct or restore such improvements, then the proceeds of insurance shall, at Seller's election or if required by the mortgagee, be applied to the unpaid balance of the mortgage. In any event Buyer shall, irrespective of the balance then due and owing under this Agreement, pay the difference, if any, between the amount necessary to repair or reconstruct the Premises and the net insurance proceeds, if so required by the mortgagee or trust deed holder.

**16. TAXES AND CHARGES:** It shall be the Buyer's obligation to pay immediately when due and payable and prior to the date when the same shall become delinquent from the initial closing date forward only: ~~all general and special taxes~~, water charges, sewer service charges and other taxes, fees, liens, 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 WILL BE RESPONSIBLE FOR ANY CHARGES WHICH CAME DUE AND PAYABLE PRIOR TO THE INITIAL CLOSING DATE WHETHER SELLER KNEW OF THEM OR SHOULD HAVE KNOWN OF THEM DUE TO OWNERSHIP, USE, LIEN OR OTHER TITLE RECORDS.

**17. FUNDS FOR TAXES AND CHARGES:** In addition to the agreed installments, if any, provided in paragraph 3, Buyer shall deposit with GREATER ILLINOIS TITLE COMPANY ("Depository") 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

Buyer's initials 

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premises, and the estimated annual premiums for the insurance coverages required to be kept and maintained by 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 Depository shall maintain the funds in a separate interest bearing account for the benefit of both parties, which funds and the interest earned thereon shall be applied solely to the payment of real estate taxes and special assessments on the Premises until the final closing, at which time the balance, if any in the account, shall be paid to or pursuant to the direction of Buyer.

The funds shall be held by Seller in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency. Seller is hereby authorized and directed to use the funds for the payment of the aforementioned taxes, assessments, rents and premiums. Seller shall, upon the request of the Buyer, give the Buyer an annual accounting of all such funds deposited and disbursed including evidence of paid receipts for the amounts so disbursed. The funds are hereby pledged as additional security to the Seller for the periodic payments and the unpaid balance of the Purchase Price.

If the amount of the funds together with the future periodic deposits of such funds payable prior to the due date of the aforementioned charges shall exceed the amount reasonably estimated as being required to pay said charges one month prior to the time at which they fall due such excess shall be applied first to 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 such charges as herein provided, Buyer shall pay to Seller any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Seller to Buyer requesting payment thereof.

**18. BUYER'S INTEREST:**

*EXCEPT AS CONFERRED UPON BUYER BY OPERATION OF THIS AGREEMENT*

(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, and all personal property, 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 therefore 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 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.

**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 (1) days of written notice to Buyer; or (2) defaults in the performance of any other covenant or agreement

Buyer's initials: 

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Seller's initials:  as attorney in fact  
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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 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 the 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 30 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 Buyer or Seller is made a party to any legal proceedings as a result of the acts or omissions of the other party.

(b) (1) All rights and remedies given to Buyer or Seller shall be distinct, separate and cumulative and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by 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 Buyer 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.

**22. NOTICES:** All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given or delivered when delivered personally, or when sent by registered or certified mail or prepaid overnight courier or by confirmed legible facsimile with conforming copy sent by regular mail, addressed as follows:


If to Buyer: JOE MITCHELL

With a Copy to: DAVID VLCEK  
9944 SOUTH ROBERTS RD  
SUITE 104  
PALOS HILLS, ILLINOIS 60465

Buyer's initials



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If to Seller: ROSE M. FELICE TRUST  
c/o JOANN POLKE  
16833 PINEVIEW DRIVE  
HOMER GLEN, ILLINOIS 60491

With a Copy to: Zoe G. Biel  
1478 West Webster Avenue  
Chicago, Illinois 60614  
773.936.4048 telephone  
773.337.6969 facsimile  
zoe@kliseandbiel.com

**23. ABANDONMENT:** Thirty 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 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 therefore related to Seller's interest in the premises.

**25. INTENTIONALLY OMITTED.**

**26. ASSIGNMENT:** Neither Buyer nor Seller shall not transfer, pledge or assign this Agreement, or any interest herein. 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-lessees, 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 or wire transfer of immediately available funds 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 shall either 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 the title insurer. Upon repayment of the prior mortgage Seller shall receive the canceled note and a release deed in form satisfactory for recording which, shall be delivered to the title insurer and, after recording, to Buyer. Seller shall give Buyer a credit against the balance of the Purchase Price for the cost of recording such release. 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

Buyer's initials



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Seller's initials \_\_\_\_\_ as attorney in fact  
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other requirements as then may be established by any local ordinance with regard to the transfer of title to Buyer unless otherwise provided in the local ordinance.

28. **RECORDING:** The parties shall record a memorandum of this Agreement at Buyer's expense.

29. **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.

30. **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.

31. **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.

32. **BINDING ON 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 in this Agreement.

33. **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 or agreement with respect to this Agreement on the premises.

34. **NOT BINDING UNTIL SIGNED:** A duplicate original of this Agreement duly executed by the Seller shall be delivered to the Buyer or its attorney on or before **NOVEMBER 15, 2011**; 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.

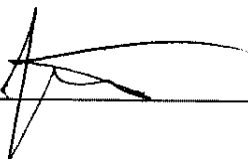
35. **REAL ESTATE BROKER:** Seller and Buyer represent and warrant that no real estate brokers were involved in this transaction other than **PRUDENTIAL L.T. BLOUNT REALTORS**. Seller shall pay the brokerage commission of said broker in accordance with a separate agreement between Seller and said broker(s) at the time of initial closing.

IN WITNESS OF, the parties hereto have hereunto set their hands and seals this 4 day of ~~OCTOBER~~ ~~NOVEMBER~~ 2011.

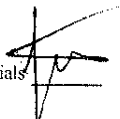
**SELLER: ROSE M. FELICE TRUST  
BY JOANN POLKE, ITS ATTORNEY IN FACT**


**BUYER: JOE MITCHELL**

By:  \_\_\_\_\_

By:  \_\_\_\_\_

This instrument prepared by and after recording return to:  
Zoe G. Biel, KLISE & BIEL LTD.  
1478 West Webster Avenue  
Chicago, Illinois 60614

Buyer's initials 

Seller's initials  as attorney in fact  
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## EXHIBIT "A"

### PERMITTED EXCEPTIONS

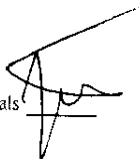
1. General Real Estate Taxes for the year(s) 2010 and 2011.

2.

3.

Property of Cook County Clerk's Office

Buyer's initials



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Seller's initials



as attorney in fact  
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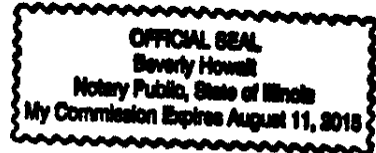
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State of Illinois, County of Cook

I, Beverly Howalt, a Notary Public and for the state and county aforesaid, do hereby state that JOANN POLKE, TRUSTEE OF THE ROSE M. FELICE TRUST, pursuant to the declaration of such Trust, personally appeared before me this 4 day of November, 2011, and executed the foregoing as his/her free and voluntary act, for the uses and purposes stated therein.

Beverly Howalt  
Notary Public

(Notary seal)

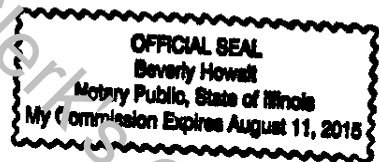


State of Illinois, County of Cook

I, Beverly Howalt, a Notary Public and for the state and county aforesaid, do hereby state that JOE MITCHELL, personally appeared before me this 4th day of November, 2011, and executed the foregoing as his/her free and voluntary act, for the uses and purposes stated herein.

Beverly Howalt  
Notary Public

(Notary seal)



# UNOFFICIAL COPY

## LEGAL DESCRIPTION

LOT 2 IN HEIM'S RESUBDIVISION OF LOTS 1 TO 6 IN BLOCK 3 IN DICKINSON'S RESUBDIVISION  
RECORDED JANUARY 19, 1973 AS DOCUMENT NUMBER 22192499 IN SECTION 27, TOWNSHIP 37  
NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN = 23-27-412-029,

Property of Cook County Clerk's Office