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ARTICLES OF AGREEMENT
FOR DEED



Doc#: 1216655006 Fee: \$58.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/14/2012 12:30 PM Pg: 1 of 11

After recording,
MAIL TO:

John C. Haas
Attorney at Law
115 S. Emerson Street
Mt. Prospect, IL 60056
File No. 10568 C

1. BUYER, Mark S. Fuchs, 238 Annelise Lane, Volo, Illinois 60020, and Todd Martin, 412 Sherwood Drive, Streamwood, Illinois 60107, agrees to purchase, and SELLER, William A. Walzak of 484 W. Haley's Hill Court, Palatine, Illinois 60074, agrees to sell to Buyer at the purchase price of One Hundred Ninety-Seven Thousand Five Hundred and no/100 (\$197,500.00) Dollars, the property commonly known as 3315 N. Ridge Avenue, Arlington Heights, Illinois, and legally described as follows:

Unit No. 112 as delineated on the survey of the following described parcel of real estate (hereinafter referred to as "parcel"): The East 350.0 feet of the North 266.0 feet, as measured on the East and North lines thereof, of the Southwest 1/4 of the Northeast 1/4 together with the East 350.0 feet of the South 198.0 feet, as measured on the South and East lines thereof, of the Northwest 1/4 of the Northeast 1/4, all in Section 7, Township 42 North, Range 11 East of the Third Principal Meridian, which survey is attached as Exhibit A to a certain Declaration of Condominium Ownership made by the American National Bank and Trust Company of Chicago, as trustee under a certain Trust Agreement dated September 19, 1973 known as Trust Number 77971, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 23435351; together with an undivided 4.3535 percent interest in said parcel (excepting from said parcel all property and space comprising all the units thereon as defined and set forth in said Declaration of Condominium Ownership and surveys) in Cook County, Illinois.

Permanent Tax Index Number: 03-07-200-027-1012

(hereinafter referred to as "the premises"), together with all improvements and fixtures, if any, presently existing therein, including, but not limited to: All central heating, plumbing and electrical systems and equipment; the hot water heater; central cooling; existing storm windows and doors; and shelving. All of the foregoing items shall be left on the premises, are included in the sale price, and shall be transferred to Buyer by a Bill of Sale at the time of final closing.

2. THE DEED:

(a) If Buyer shall first make all the payments and perform all the covenants and agreements in this Agreement required to be made and performed by said Buyer, at the time and in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to Buyer or his nominee, by a recordable, stamped general Warranty Deed with release of homestead rights, good title to the premises subject only to the

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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 and 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 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.

(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 at 484 W. Haley's Hill Court, Palatine, Illinois 60074 or to such other person or to such other place as Seller may from time to time designate in writing, the purchase price and interest on the balance of the purchase price remaining from time to time unpaid from the initial payment due date at the rate of six (6%) percent per annum, all payable in the manner following to wit:

(a) The balance of the purchase price, to wit: \$197,500.00 to be paid in equal monthly installments of \$1,184.11 each, commencing on the 1st day of July, 2012, and on the 1st day of each month thereafter until the purchase price is paid in full ("installment payments"), without offset or demand and notwithstanding any damage to or destruction of the premises;

(b) The final payment of the purchase price and all accrued but unpaid interest and other charges as hereinafter provided, if not sooner paid, shall be due on the 1st day of June, 2017;

(c) 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, and to pay insurance premiums falling due after the date of this Agreement; and fourth, to reduce said unpaid principal balance of the purchase price;

(d) The amortization schedule for the above debt is attached hereto as "Exhibit A." The Buyer may prepay this debt in full at any time, pursuant to said schedule.

4. **CLOSINGS:** The "initial closing" shall occur on April 12, 2012, at a location to be agreed upon by the parties. "Final closing" shall occur if and when all covenants and conditions herein to be performed by Buyer have been so performed.

5. **POSSESSION:** Possession shall be granted to Buyer at the conclusion of the initial closing, provided that Buyer on such initial closing date is not in default hereunder.

6. **PRIOR MORTGAGES:**

Intentionally omitted.

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7. SURVEY:

Intentionally omitted.

8. TITLE:

(a) At least one (1) business day prior to the final closing, Seller shall furnish or cause to be furnished to Buyer at Seller's expense a commitment issued by a title insurance company licensed to do business in Illinois, to issue an owner's 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, 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) 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 Buyer, or those claiming by, through or under Buyer.

(b) If the title commitment discloses unpermitted exceptions, 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 final closing shall be delayed, if necessary, during said 30 day period to allow Seller time to have said exceptions waived. If 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, Buyer may terminate the contract between the parties, or may elect, upon notice to Seller within ten (10) days after the expiration of the thirty (30) day period, to take title as it then is, with the right to deduct from the purchase price, liens or encumbrances of a definite or ascertainable amount. If Buyer does not so elect, the contract between the parties shall become null and void, without further action of the parties, and the parties shall have no further liability to one another hereunder.

(c) Every title commitment which conforms with sub-paragraph "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. Seller has made no representation to Buyer regarding the physical condition of the premises and Buyer acknowledges that Buyer is purchasing the premises in its present "as is" condition.

9. AFFIDAVIT OF TITLE: Seller shall furnish Buyer at or prior to the final closing an Affidavit of Title, subject only to those permitted exceptions set forth in Paragraph 2. At the final closing, all parties shall execute an "ALTA" Loan and Extended Coverage Owner's Policy Statement" and such other documents as are customary or required by the issuer of the commitment for title insurance.

10. HOMEOWNER'S ASSOCIATION:

(a) In the event the premises are subject to a townhouse, condominium or other association, Seller shall, prior to the initial closing, furnish Buyer a statement from the board of managers, treasurer or managing

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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 of condominium or bylaws together with any other documents required by the declaration or bylaws thereto as a precondition to the transfer of ownership.

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

11. PRORATIONS: Seller shall pay the monthly condominium maintenance assessment payments for the months of April, May and June, 2012. Buyer shall pay all monthly condominium maintenance assessment payments commencing with the July, 2012 payment. Seller shall be responsible for the full payment of the second installment 2011 real estate tax bill and for the 2012 real estate tax bill prorated from January 1, 2012, through June 30, 2012. Although the Seller shall pay the first installment 2012 tax bill from the Seller's own funds, the Seller's actual liability for his prorated share of the 2012 bill shall be determined when the final 2012 tax bill is issued and the obligations of the parties for the payment of 2012 taxes shall be adjusted between them at that time. Buyer shall be responsible for the payment of the second installment 2012 tax bill and for all subsequent tax bills levied against the premises, which liability shall be satisfied from the funds being deposited with Seller pursuant to Paragraph 18. There shall be no proration of taxes at the final closing. Any utilities serving the premises shall be "final read" as of the date of the initial closing and Buyer shall be responsible for the full payment of all utilities serving the premises after the date of the initial closing.

12. ESCROW CLOSING:

Intentionally omitted.

13. SELLER'S REPRESENTATIONS: Seller expressly warrants to Buyer that no notice from any city, village or other governmental authority of a dwelling code violation which existed in the dwelling structure on the premises herein described before this Agreement was executed, has been received by Seller, his principal or his agent within ten (10) years of the date of execution of this Agreement.

14. BUYER TO MAINTAIN:

(a) Buyer shall keep the improvements on the premises and the grounds in as good repair and condition as they now are, ordinary wear and tear excepted. Buyer shall make all necessary repairs and renewals upon said 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, and healthy condition by Buyer, Seller may either (a) enter same, himself, or by his 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 and healthy condition, and Buyer agrees to pay to Seller, as so much additional purchase price for the premises, the expenses of Seller in making said repairs and in placing the premises in a clean, and healthy condition; or (b) notify Buyer to make such repairs and to place said premises in a clean and healthy condition within thirty (30) days of such notice (except as is otherwise provided in Paragraph 21),

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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.

(b) Buyer shall not make any alterations in or additions to the premises without Seller's advance written consent, and if such consent be given, Buyer shall comply strictly with all conditions contained in such consent. If Buyer makes such additions or alterations, Buyer shall fully comply with all building codes and ordinances of the Village of Arlington Heights and shall not proceed with any work without first procuring all necessary building permits from the Village. Any contractors hired by Buyer shall carry adequate builder's risk and workman's compensation insurance to fully protect Buyer and Seller.

(c) Buyer, at its own expense, shall promptly comply with all statutes, ordinances, rules, regulations, orders and requirements of all governmental bodies during the term of this Agreement pertaining to the occupancy of the premises by Buyer and the conduct of Buyer's business thereon.

15. **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 Seller.

16. INSURANCE:

(a) Buyer shall from and after the time specified in Paragraph 5 for possession keep insured against loss or damage by fire or other casualty, the improvements now and hereafter erected on the premises with a company, or companies, reasonably acceptable to Seller in policies conforming to Insurance Service Bureau form 6 ("H.O.6"), with coverage reasonably required by Seller 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 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 damaged or lost improvement, or (ii) in the event the insurance proceeds are not sufficient to fully reconstruct or restore such improvements, then the proceeds of insurance shall be applied to the unpaid balance of purchase price.

17. **TAXES AND CHARGES:** It shall be Buyer's obligation to pay immediately when due and payable, and prior to the date when the same shall become delinquent, all real estate taxes (commencing with the second installment 2012 bill as reflected in Paragraph 11), special assessments, water charges, sewer service charges, utilities and other taxes, fees, liens, association assessments and charges levied or assessed or charged against the premises or any part thereof or any improvements thereon, that hereafter arises after the date of initial closing. It is understood that the Buyer's obligation to pay taxes will be satisfied by the Buyer making the deposits required by Paragraph 18.

18. **FUNDS FOR TAXES AND CHARGES:** In addition to the agreed installments provided in Paragraph 3, Buyer shall deposit with Seller on the day each installment payment is due, or if none are

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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 real estate taxes which may become a lien on the premises. The Seller shall use the funds deposited by Buyer to pay the real estate taxes associated with the parcel being purchased. Failure to make the deposits required hereunder shall constitute a breach of this Agreement. At the final closing, any balance of funds being held by Seller and not used to pay the real estate taxes which are the obligation of the Buyer, shall be refunded to the Buyer or credited against the balance of the final payment due hereunder, at the option of Buyer.

Seller is hereby authorized and directed to use the funds for the payment of the aforementioned taxes. Seller shall, upon the request of Buyer, give 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 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 Buyer's covenants or agreements hereunder of which Seller has given written notice to Buyer and, second, at Buyer's option, as cash refund to Buyer 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 thirty (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 or analyzing said account, 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 the balance of any funds so held by Seller.

19. BUYER'S INTEREST:

(a) No right, title or interest, legal or equitable, in the premises described herein or in any part thereof, shall vest in Buyer until the Deed, as herein provided, shall be delivered to 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 Buyer or others shall belong to and become the property of Seller without liability or obligation on Seller's part to account to Buyer there for or for any part thereof.

20. 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 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 Buyer for repairs

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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.

21. 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 thirty (30) days of written notice to Buyer; or (2) defaults in the performance of any other covenant or agreement hereof and such default is not cured by Buyer within forty-five (45) days after written notice to Buyer then 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 installment; (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 of 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 more than twenty (30) days after the date the sum was due.
- (e) Anything contained in sub-paragraphs (a) through (d) to the contrary notwithstanding, this Agreement shall not be forfeited and determined, if within thirty (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.
- (f) Buyer agrees to indemnify and save, protect and hold harmless Seller and Seller's agents, beneficiaries and mortgagees from and against any claims, actions, costs, loss, damage, liability, expense, penalty, fines, liens and judgments which Seller may sustain or become liable for, or which may arise from or be claimed against Seller, or the premises, by any person for any injuries to or death of any person or persons, or loss of or damage to property, or damage of whatever kind or character arising in any manner out of or from the use or occupancy of the premises by Buyer, any omission, act, neglect or fault of Buyer or any failure of Buyer in any respect to comply with or perform all of the terms, covenants and conditions of this Agreement and Buyer agrees to pay all costs and expenses in connection therewith, including attorney's fees.

UNOFFICIAL COPY**22. 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 connection with 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 or 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.

23. 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 his agent personally or by certified or registered mail, return receipt required, to the parties addressed if to Seller at the address shown in Paragraph 1 or if to Buyer at the address of the premises. Notice shall be deemed made when mailed or served.

24. ABANDONMENT: Fifteen (15) 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 resell the premises outright or on terms similar to those contained in this Agreement with allowance for then existing remaining conditions. Buyer shall be conclusively deemed to have abandoned any personal property remaining on or about the premises and Buyer's interest therein shall thereby pass under this Agreement as a bill of sale to Seller without additional payment by Seller to Buyer.

25. 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 there for related to Seller's interest in the premises.

26. CALCULATION OF INTEREST: Interest for each month shall be added to the unpaid balance on 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. No interim interest shall accrue or be due and owing to Seller from the date of the initial closing until the date the first payment is due hereunder.

27. ASSIGNMENT: Buyer shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder nor shall Buyer lease or 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

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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-leases, but Seller may, at Seller's option, declare this Agreement null and void and invoke the provisions of this Agreement relating to forfeiture hereof.

28. 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 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 to Buyer unless otherwise provided in the local ordinance. At the final closing, any balance of funds being held by Seller pursuant to Paragraph 18 and not used to pay the real estate taxes which are the obligation of the Buyer, shall be refunded to the Buyer or credited against the balance of the final payment due hereunder, at the option of Buyer.

29. TITLE IN TRUST: (a) In the event that title to the premises is held in or conveyed into a trust prior to the final 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.

(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.

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

31. 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.

32. CAPTIONS AND PRONOUNS: The captions and headings of the various sections or paragraphs of this Agreement are for convenience only, and are not to be 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.

33. 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.

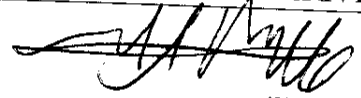
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Property of Cook County Clerk's Office

TODD MARTIN

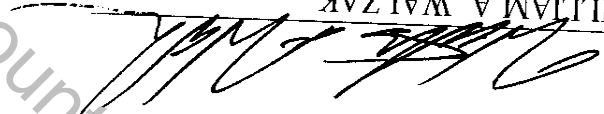


MARK S. FUCHS



BUYER:

WILLIAM A. WALZAK



SELLER:

April, 2012.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 12th day of

involved in this transaction.

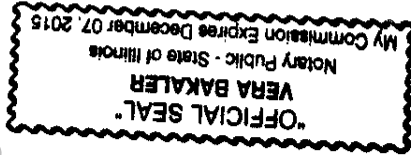
37. REAL ESTATE BROKER: Seller and Buyer represent and warrant that no real estate brokers were

36. NOT BINDING UNTIL SIGNED: A duplicate original of this Agreement duly executed by Seller or if Seller is a trustee, then by said trustee and the beneficiaries of the Trust shall be delivered to Buyer on or before the date of the initial closing; otherwise, at Buyer's option, this Agreement shall become null and void and the earnest money, if any, shall be refunded to Buyer.

35. 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 or the premises.

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

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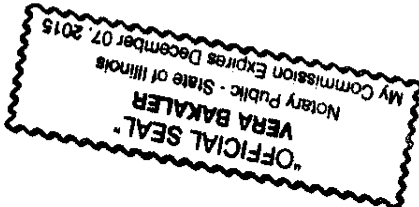


My commission expires: 12-07-2015
Notary Public
[Signature]

Given under my hand and official seal, this 14 day of April, 2012.

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mark S. Fuchs and Todd Martin, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes herein set forth.

(STATE OF ILLINOIS
COUNTY OF COOK)



My commission expires: 12-07-2015
Notary Public
[Signature]

Given under my hand and official seal, this 14 day of April, 2012.

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William A. Walzak, 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 a free and voluntary act, for the uses and purposes herein set forth.

(STATE OF ILLINOIS
) SS.
(COUNTY OF COOK)