



Doc#: 1226848018 Fee: \$104.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/24/2012 01:51 PM Pg: 1 of 13

ARTICLES OF AGREEMENT FOR DEED

1. Eric Olsauskas ("Buyer") agrees to purchase, and Alex Lyubelsky and Antonietta Lyubelsky ("Sellers") agree to sell to Buyer at the purchase price of Four Hundred Thousand Dollars (\$400,000) (the "Purchase Price") the property commonly known as 1020 W. 62nd Place, Downers Grove, Illinois 60188 and legally described as follows:

LOT 21 IN BLOCK 4 IN JELINIK'S 2ND ADDITION TO DOWNERS GROVE, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREFORE RECORDED APRIL 27, 1959, AS DOCUMENT 920641 AND CERTIFICATE OF ADDITIONAL INFORMATION FILED ON AUGUST 31, 1961, AS DOCUMENT R61-20549 AND CERTIFICATE OF CORRECTION FILED MAY 16, 1962, AS DOCUMENT R62-15037, DUPAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 09-17-307-026-000

(hereinafter referred to as, the "Property")

together with all improvements and fixtures, if any, including, but not limited to the following fixtures and personal property: a) Refrigerator; b) All Tacked Down Carpeting; c) Fireplace Screen(s)/Door(s)/Grate(s); d) Central Air Conditioning; e) Oven/Range/Stove; f) All Window Treatments & Hardware; g) Microwave; h) Existing Storms & Screens; i) Central Humidifier; j) Dishwasher; k) Smoke Detector(s); l) Security System(s); m) Sump Pump(s); n) Garbage Disposal; o) Ceiling Fan(s); p) Washer; q) Electronic Garage Door Opener(s) with all transmitter(s); r) Dryer; s) Planted Vegetation; and t) Light Fixtures, as they exist.

All of the foregoing items shall be left on the Property, are included in the sale price, and shall be transferred to the Buyer in their As-Is condition by a Bill of Sale at the time of the 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, Sellers 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 Property subject only to the following "permitted exceptions," if any: (i) General real estate taxes not yet due and payable; (ii) covenants, conditions, and restrictions of record; (iii) public and utility easements; and (iv) unconfirmed special governmental taxes or assessments.

B. The performance of all the covenants and conditions herein to be performed by Buyer shall be a condition precedent to Sellers' obligation to deliver the deed aforesaid.

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3. **INSTALLMENT PURCHASE:** Buyer hereby covenant and agree to pay to Sellers at PO Box 5505, Glendale Heights, Illinois 60139, or such other person or at such other place as Sellers 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 date of this Agreement at the rate of five and 3/10 percent (5.30%) per annum, all payable in the following manner over a 3 year period:
- A. Buyer shall pay Sellers the sum of \$10,000 which shall be retained by the Sellers and credited towards Buyer's down payment at the Closing.
 - B. Commencing on the 1st day of September, 2012, and on the 1st of each month thereafter ("Installment Payments") Buyer shall pay Sellers in thirty-six (36) equal monthly installments of principal and interest the amount of \$2,165.69.
 - C. A final balloon payment for the remaining principal and interest in the amount of \$372,747.94 shall be due on the 1st day of September, 2015.
 - D. All Installment Payments and Funds (as discussed in paragraph 18) 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 Property; third, to pay insurance premiums falling due after the date of this Agreement; and fourth, to reduce said unpaid principal balance of the Purchase Price.
 - E. Installment Payments shall be made in lawful currency of the United States of America in immediate available funds.
 - F. If any Installment Payments or funds for insurance and taxes are received by the Sellers after the fifth (5) day of the month, Buyer shall be charged a late fee of \$150.
4. **CLOSING:** The closing shall occur if and when all covenants and conditions herein to be performed by Buyer have been so performed, but no later than September 1, 2015 ("Closing"). Closing shall take place at a title company of Seller's choosing at a location mutually agreeable to the parties. At Closing, Buyer shall be entitled to delivery of the Deed, Affidavit of Title, and a Bill of Sale to the personal property to be transferred under this Agreement at any time upon payment of all amounts due hereunder in the form of wire transfer, cash, cashier's or certified check made payable to Sellers, which amount shall be without premium or penalty. At the time Buyer provide notice to Sellers that they are prepared to prepay all amounts due hereunder, Sellers 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. Sellers shall have the right to repay and discharge such prior mortgage in whole or in part from sums due hereunder from Buyer. At the time of delivery of the Deed, Buyer and Sellers shall execute and furnish such real estate transfer declarations as may be required to comply with State, County or local law. Sellers shall pay the amount of any stamp tax then imposed by State or County

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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.

5. **POSSESSION:** Buyer shall be granted possession on August 15, 2012. Except for the damage to the roof with an estimated repair cost of \$1,100, Buyer taking possession of the Property shall be conclusive proof that Buyer accepts and is satisfied with the physical condition of the Property. Seller shall provide Buyer with a credit up to \$1,100 for the roof repair. Any repairs exceeding said \$1,100 amount shall be born by Buyer.

6. **PRIOR MORTGAGES:**

A. Sellers reserve the right to keep or place a mortgage or trust deed ("Prior Mortgage") against the title to the Property with a balance including interest not to exceed a loan to value of eighty percent (80%) of the Purchase Price unpaid at any time under this Agreement, the lien of which Prior Mortgage shall, at all times notwithstanding that this Agreement is recorded, be prior to the interest that Buyer may have in the Property, and Buyer expressly agrees upon demand to execute and acknowledge together with Sellers any such mortgage or trust deed (but not the notes secured thereby). No mortgage or trust deed placed on said Property including any such prior mortgage shall in any way accelerate the time of payment provided for in this Agreement or provide for payment of any amount, either interest or principal, exceeding that provided for under this Agreement, or otherwise be in conflict with the terms and provisions of this Agreement, nor shall such mortgage or trust deed in any way restrict the right of prepayment, if any, given to Buyer under this Agreement.

B. In the event Sellers shall fail to make any payment on the indebtedness secured by a Prior Mortgage or shall suffer or permit there to be any other breach or default in the terms of any indebtedness or Prior Mortgage, Buyer shall have the right, but not the obligation, to make such payments or cure such default and to offset the amount so paid or expended including all incidental costs, expenses and reasonable attorneys' fees attendant thereto incurred by Buyer to protect Buyer's interest hereunder from the unpaid balance of the Purchase Price or from the installment payments to be made under this Agreement.

C. In the event Sellers refinance the Property, Sellers shall notify Buyer of same so that Buyer can ensure that Sellers are compliant with the restrictions of paragraph 6(A) of this Agreement.

7. **SURVEY:** Prior to the Closing, Sellers shall deliver to Buyer or his agent a copy of a Boundary Survey of the Property from when Sellers purchased the Property in 2005, along with an Affidavit of No New Improvements.

8. **TITLE:**

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A. Sellers shall provide Buyer with an Abstract of Title showing any and all liens on the Property. In the event the Abstract shows any liens or judgments which total more than eighty percent (80%) of the Purchase Price, Buyer may terminate this Agreement, and Sellers shall refund Buyer's earnest money and any other amounts paid minus the fair rental price of \$2,300 per month prorated for every day Buyer occupied the Property. Buyer shall also have the option to remain in the Property as a tenant, at the monthly rent of \$2,300 so long as Buyer enters into a lease for a minimum of one year and posts two months rent as security.

B. When Buyer is prepared to close on the purchase of the Property, Sellers, at Sellers' expense, will deliver or cause to be delivered to Buyer within customary time limitations and sufficiently in advance of Closing, as evidence of title in Sellers, a title commitment for an ALTA owner's title insurance policy in the amount of the Purchase Price with extended coverage by a title company licensed to operate in the State of Illinois, subject only to: (i) 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; (ii) the "permitted exceptions" set forth in paragraph 2; (iii) prior mortgages permitted in paragraph 6; (iv) 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 Closing; and (v) acts done or suffered by or judgments against the Buyer, or those claiming by, through or under the Buyer.

C. If the title commitment discloses unpermitted exceptions, the Sellers 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 Closing shall be delayed, if necessary, during said 30 day period to allow Sellers time to have said exceptions waived. If the Sellers fail 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 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 the Sellers shall refund to the Buyer the Earnest Money and an amount equal to \$387.27 for every month that Buyer occupied the Property from August 15, 2012, up to and including the month the Buyer elects the Contract terminated. All other sums paid by the Buyer to Sellers shall be retained by the Sellers.

D. 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.

E. If a title commitment discloses judgments against the Buyer which may become liens, the Buyer shall have thirty (30) days from the date of Sellers' notice thereof to have the said

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liens removed from the Property. If the Buyer is unable to have said lien(s) removed, Sellers shall have the option: (i) to pay the lien(s) and add said amount to the Purchase Price, so long as the Property will appraise by Buyer's lender for said increased amount; or (ii) if Buyer's lender allows, transfer the Property at closing to Buyer subject to said lien(s). In the event that any of the foregoing options are not viable and Buyer is unable to remove the lien(s) and obtain a mortgage to close on the Property, Sellers may declare this Agreement null and void and all earnest money and other amounts paid shall be forfeited by the Buyer.

9. **AFFIDAVIT OF TITLE:** Sellers shall furnish Buyer at Closing with an Affidavit of Title, subject only to those permitted exceptions set forth in paragraph 2, prior mortgages permitted in paragraph 6 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 Sellers 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 at the Closings.

10. **HOMEOWNER'S ASSOCIATION:**

SECTION INTENTIONALLY DELETED

11. **REAL ESTATE TAXES/UTILITIES:** Sellers shall be responsible for the second installment of the 2011 real estate taxes payable in the Fall of 2012, and the prorated portion of the 2012 real estate taxes (January 1, 2012 through August 14, 2012). Buyer shall be responsible for the prorated amount of real estate taxes from August 15, 2012 through December 31, 2012, payable in 2013 and for all subsequent years. No prorations for real estate taxes shall be paid by Sellers to Buyer at Closing. Effective August 15, 2012, Buyer shall be responsible for all utilities (i.e. water, gas, electricity, refuse) and shall have said utilities billed in Buyer's names.

12. **ESCROW CLOSING:** At the election of Sellers or Buyer, upon notice to the other party not less than five (5) days prior to the date of 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.

13. **SELLER'S REPRESENTATIONS:**

A. Sellers 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

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on the Property herein described before this Agreement was executed, has been received by the Sellers, his principal or his agent.

B. Sellers have full right and power to enter into and perform his obligations under this Agreement.

C. General disclosures (i.e., radon and mold) made by the Sellers are true and correct.

14. **BUYER TO MAINTAIN:** Buyer shall keep the improvements on Property 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 Property 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 Property shall not be thus kept in good repair, and in a clean, sightly, and healthy condition by Buyer, Sellers may either (i) enter same, themselves, 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 Property, and make the necessary repair and do all the work required to place said Property in good repair and in a clean, sightly, and healthy condition, and Buyer agrees to pay to Sellers, as so much additional Purchase Price for the Property, the expenses of the Sellers in making said repairs and in placing the Property in a clean, sightly, and healthy condition; or (ii) notify the Buyer to make such repairs and to place said Property 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, Sellers may avail himself of such remedies as Sellers may elect, if any, from those that are by this Agreement or at law or equity provided.

15. **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 Property, but until payment in full of the Purchase Price is made, none of such personal property, fixtures or equipment shall be removed from the Property without the prior written consent of the Sellers.

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 Property with a company, or companies, reasonably acceptable to Sellers 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 interest of any mortgagee or trustee, if any, as their interests may appear; such

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policy or policies shall be held by Sellers, and Buyer shall pay the premiums thereon when due up to a maximum amount of \$497.57. Any portion of the premium in excess of \$497.57, shall be the Seller's responsibility.

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 damaged or lost improvement, or (ii) in the event the insurance proceeds are not sufficient to fully reconstruct such improvements, then the proceeds of insurance shall be applied to the unpaid balance of Purchase Price.

17. **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 all general and special taxes, special assessments, water charges, sewer service charges and other taxes, fees, liens, homeowner associations assessments and charges now or hereafter levied or assessed or charged against the Property or any part thereof or any improvements thereon, including those heretofore due and to furnish Sellers with the original or duplicate receipts therefore. Buyer shall have the right to contest the real estate taxes at his sole cost and expense. If successful in reducing the real estate taxes, Buyer's monthly amount for real estate taxes pursuant to paragraph 18 shall be reduced by 1/12th of the reduction.

18. **FUNDS FOR TAXES AND CHARGES.** In addition to the agreed installments, if any, provided in paragraph 3, Buyer shall deposit with the Sellers on the day each installment payment is due, or if none are provided for, on the first day of each month beginning September 1, 2012, 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 Property, and the estimated annual premiums for the insurance coverages required to be kept and maintained by Sellers and Seller's lender, if any, 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 deposits required hereunder shall constitute a breach of this Agreement. The parties acknowledge that the payment amount to be deposited by Buyer for the real estate taxes beginning September 1, 2012, shall be \$564.00, and the amount for Sellers' insurance shall be \$497.57.

The funds shall be held by Sellers in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency. Sellers is hereby authorized and directed to use the funds for the payment of the aforementioned taxes, assessments, rents and premiums. Sellers 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 Sellers for the periodic payments. Said Funds shall not apply to the reduction of 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

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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' covenants or agreements hereunder of which Sellers has given written notice to Buyer and, second, at Buyer' option, as a cash refund to Buyer or a credit toward Buyer' future obligations hereunder. If the amount of the funds held by Sellers shall not be sufficient to pay all such charges as herein provided, Buyer shall pay to Sellers any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Sellers to Buyer requesting payment thereof.

Sellers 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 and at the Closing, Sellers shall promptly refund to Buyer any funds so held by Sellers.

19. BUYER' INTEREST:

A. No right, title, or interest, legal or equitable, in the Property 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 Property by the Buyer or others shall belong to and become the property of the Sellers without liability or obligation on Sellers' part to account to the Buyer therefore or for any part thereof.

20. LIENS:

A. Buyer shall not suffer 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 Sellers.

B. Each and every contract for repairs or improvements on the Property 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 Property, and no contract or agreement, oral or written, shall be executed by the Buyer for repairs or improvements upon the Property, 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 Sellers.

21. PERFORMANCE:

A. If Buyer (i) defaults by failing to pay when due any single installment or payment required to be made to Sellers under the terms of this Agreement and such default is not cured within five (5) days of written notice to Buyer; or (ii) defaults in the performance of

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any other 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 with shall be cured forthwith); Sellers may treat such a default as a breach of this Agreement and Sellers shall have any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity: (a) maintain an action for any unpaid installments; (b) declare the entire balance due and maintain an action for such amount; (c) 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. In the event that the Illinois Mortgage Foreclosure Law shall apply, the parties will proceed in accordance with that Law.

B. If default is based upon the failure to pay taxes, assessments, insurance or liens, Sellers 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 Sellers.

C. INTENTIONALLY DELETED.

D. Anything contained in subparagraphs (a) through (c) to the contrary notwithstanding, this Agreement shall not be forfeited and determined, if within 20 days after such written notice of default, Buyer tender to Sellers 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 Property or monetary claims arising from acts or obligations of Buyer under this Agreement.

22. **DEFAULT, FEES:**

A. Buyer or Sellers shall pay all reasonable attorneys' 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 Sellers is made a party to any legal proceedings as a result of the acts or omissions of the other party.

B. All rights and remedies given to Buyer 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.

C. No waiver of any breach or default of either party hereunder shall be implied from any omission by the other party to take any action on account of any similar or different breach or default; the payment or acceptance of money after it falls due after knowledge of any breach of this Agreement by Buyer or Sellers, 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 Property shall not reinstate, continue or extend this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waived.

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23. **NOTICES:** All notices shall be in writing and delivered in person or sent by certified, registered or express mail or by facsimile and properly addressed as follows:

if for Sellers addressed to it at:

Alex Lyubelsky
PO Box 5505
Glendale Heights, Illinois 60139

with a copy to:

Harry J. Fournier
Fournier Law Firm, Ltd.
2210 Midwest Road, Suite 212
Oak Brook, IL 60523
Fax: 630-573-7710

and if for Buyer, addressed to it at:

Eric Ciszuskas
3203 S. Harlem Avenue
Berwyn, Illinois 60402

Any party may from time to time change its address for the purpose of notices to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the party sought to be charged with its contents. All notices and other communications required or permitted hereunder if delivered personally, shall be effective upon delivery; if delivered by mail, shall be effective as of date of the postmark on the registered or certified mail; or by facsimile, shall be effective upon receipt.

24. **ABANDONMENT:** Fifteen days of continual 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 have vacated the Property with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the Property by Buyer. In such event, and in addition to Sellers' remedies set forth in paragraph 21, Sellers may, but need not, enter upon the Property and act as Buyer's agent to perform necessary decorating and repairs and to re-sell the Property 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 Property and Buyer's interest therein shall thereby pass under this Agreement as a bill of sale to Sellers without additional payment by Sellers to Buyer.

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

26. **ASSIGNMENT:** The Buyer shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder or any part thereof without the written consent of Sellers, in Sellers' sole and absolute discretion, except that if Buyer has identified an assignee who is ready, willing, and

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able to fully perform under the provisions of the contract and move immediately to closing, then Buyer may assign his right, title, and interest in this contract to said assignee at closing, without consent of seller. 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 Property in any such transferee, pledgee, assignee, lessee or sublessee, but Sellers may, at Seller's option, declare this Agreement null and void and invoke the provisions of this Agreement relating to forfeiture hereof.

27. **RECORDING:** If requested by either party, the parties may record a memorandum of this Agreement at Buyer's expense.

28. **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.

29. **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.

30. **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 Sellers and Buyer. Time is of the essence in this Agreement.

31. **JOINT AND SEVERAL OBLIGATIONS:** The obligations of two or more persons designated "Sellers" 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 Property.

32. **AS-IS CONDITION:** This Agreement is for the sale and purchase of the Property and personal property in its "As Is" condition. Buyer acknowledge that no representations, warranties or guarantees with respect to the condition of the Property and personal property have been made by Sellers or Sellers' Agent other than those known defects, if any, disclosed by Sellers. Sellers shall be responsible for the cost, up to \$2,500, to correct any code issues that may be raised by Downers Grove due to a revision in its code after the date of this Agreement up to the date of Closing. Any sums in excess to correct any new code issues that may arise shall be born by the Buyer.

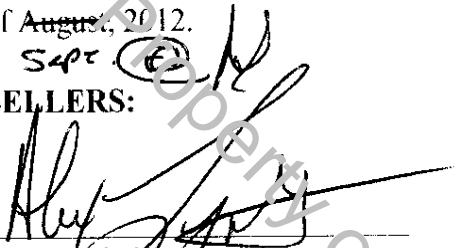
33. **REAL ESTATE BROKER:** Buyer represent that they are not a party to or in any way obligated under any contract for payment of fees and expenses to any broker or finder in connection with the origin, negotiation, execution or consummation of the Agreement, and Buyer agree to indemnify and hold Sellers harmless from any liability or obligation incurred by reason of a breach of this representation.

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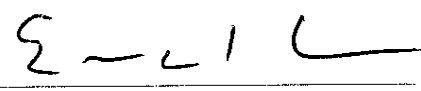
34. **SHED ON PROPERTY:** The parties acknowledge and agree that the shed located in the back of the Property shall be exclusively used by the Sellers until October 31, 2012. Sellers shall have all personal property removed from said shed on or before October 31, 2012. Buyer agrees to allow the Sellers unfettered access onto the exterior of the Property to access the shed.

35. **SEPARATE COUNSEL:** The parties acknowledge that Sellers is represented by Harry J. Fournier and the Fournier Law Firm, Ltd., and that Buyer have been advised that it is important for them to seek separate legal advice and representation in this matter.

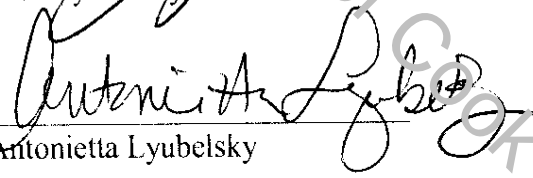
IN WITNESS OF, the parties hereto have hereunto set their hands and seals this 19 day of ~~August~~, 2012.

~~SELLERS:~~
~~SELLERS:~~


Alex Lyubelsky

BUYER:


Eric Olsauskas



Antonietta Lyubelsky

Deputy Clerk of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

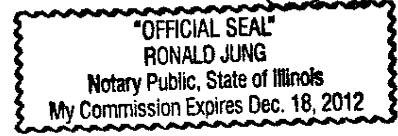
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Eric Olsauskas personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed, sealed and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

Given under my hand and official seal, this 19 day of ~~August~~ ^{SEPT.}, 2012.

Ronald Jung

Notary Public

Commission expires DEC. 19, 2012



STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

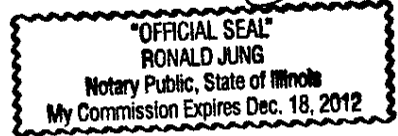
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Alex and Antonietta Lyubelsky, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed,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

Given under my hand and official seal, this 19 day of ~~August~~ ^{SEPT.}, 2012.

Ronald Jung

Notary Public

Commission expires DEC. 18, 2012



This instrument prepared by:
Harry J. Fournier
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