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Doc#: 1328222021 Fee: \$62.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/09/2013 09:58 AM Pg: 1 of 13

AFTER RECORDING, THIS INSTRUMENT SHOULD BE RETURNED TO:

Adam Kandah
Akram Zanayed & Associates
8550 S. Harlem, Suite G
Bridgeview, IL 60455

*CTI-Delegated to BL
LOT 7/80*

ARTICLES OF AGREEMENT FOR DEED

1. **Morice Botrice**, ("Buyer") agrees to purchase, and **Daniel S. Donian, as Special Trustee of the Verna D. Bezazian Trust, dated July 30, 1976, and Special Trustee of the Armand S. Donian Trust, dated July 29, 2013** ("Seller"), agrees to sell to Buyer the property commonly known as 3144 - 3146 West Devon, Chicago, Illinois and legally described as follows:

Lot Fifty-Five (55) (except for the East Four (4) feet thereof) and all of Lot Fifty-Six (56), both in Reinberg's North Channel Subdivision in the Southwest Quarter (1/4) of the Fractional Southwest Quarter (1/4) of Section 36, Town 41 North, Range 13, East of the Third Principal Meridian, lying South of the Indian Boundary Line.

Permanent Real Estate Index Nos.: 10-36-320-029-0000 & 10-36-320-030-0000

(hereinafter referred to as the "Premises"), with approximate lot dimensions per survey, together with all improvements and fixtures, if any, including, but not limited to: All central heating, plumbing and electrical systems and equipment; the hot water heater; central cooling, humidifying and filtering equipment; fixed carpeting; built-in kitchen appliances, equipment and cabinets; existing storm and screen windows and doors; attached shutters, snowing, (STRIKE ITEMS NOT APPLICABLE) and the following items of personal property: NONE.

All of the foregoing items shall be left on the Premises, are included in the Purchase 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 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 warranty deed with release of homestead rights, good title to the Premises, subject only to the following "permitted exceptions", if any: (1) General real estate taxes not yet due and payable; (2) Special assessments confirmed after this contract date; (3) Building, building line and use or occupancy restrictions, conditions

PLN, JRM

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and covenants of record; (4) Zoning laws and ordinances; (5) Easements for public utilities; (6) Drainage ditches, feeders, laterals and drain tile, pipe or other conduit; (7) Existing leases and tenancies; (8) and acts done or suffered through Buyer.

(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. PURCHASE PRICE / INSTALLMENT PURCHASE: The purchase price for the Premises is Three Hundred Twenty-Five and 00/100 Dollars (\$325,000.00) (the "Purchase Price"). Buyer hereby covenants and agrees to pay to Seller, or to such other person or at such other place as Seller may from time to time designate in writing, the Purchase Price in the manner following.

(a) At the Initial Closing, Sixty-Five Thousand Dollars (\$65,000) (the "Initial Payment").

(b) Two Hundred Sixty-Thousand and 00/100 Dollars (\$260,000), less Seller's 2013 Taxes pursuant to paragraph 1 (the "Financed Payment"), to be paid by: (i) Thirty-five (35) equal successive principal and interest installments commencing on the 30th day after the Initial Closing, and on the same day of each month thereafter ("Installment Payments"), and (ii) a final balloon payment of the outstanding balance thirty-six months after the Initial Closing (the "Maturity Date"). The Financed Payment shall bear interest a rate of five (5.0%) percent per annum. At the Initial Closing, the parties shall determine the amount of the Financed Payment and add as Rider A to this Agreement an amortization schedule showing the Financed Payment with Installment Payments amortized over fifteen (15) years, with an interest rate of five (5%) percent and a balloon payment 36 months after the Initial Closing.

(c) All payments received hereunder shall be applied first, to interest accrued and owing on the unpaid principal balance of the Purchase Price; second, to pay before delinquent all taxes and assessments which subsequent to the date of this Agreement may become a lien on the Premises; third, to pay insurance premiums falling due after the date of this Agreement; and fourth, to reduce said unpaid principal balance of the Purchase Price;

(d) Buyer may at any time prepay in full the above amounts without premium or penalty. Interest on any unpaid principal balance after the Maturity Date (by default or otherwise) until paid shall accrue at a rate per annum equal to twelve percent (12%).

4. CLOSINGS: The initial closing shall occur on October 1, 2013 (or on the date, if any, to which said date is extended by reason of subparagraph 8.(b) or paragraph 36 at Chicago Title Insurance Company (the "Initial Closing"). Final closing shall occur if and when all covenants and conditions herein to be performed by Buyer have been so performed (the "Final Closing").

5. POSSESSION: Buyer is in possession of the Premises and shall pay gross rent in the amount of \$3,600 per month until the Initial Closing.

~~INITIAL~~
INITIAL
[Signature]

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6. SELLER MORTGAGES: (a) Seller reserves the right to keep or place mortgages or trust deeds (collectively, the "Prior Mortgage(s)") against the title to the Premises with a balance including interest not to exceed the balance of the Purchase Price unpaid at any time under this Agreement, the lien of which Prior Mortgage(s) shall, at all times notwithstanding that this Agreement is recorded, be prior to the interest that Buyer may have in the Premises, and Buyer expressly agrees upon demand to execute and acknowledge together with Seller any such mortgage or trust deed (but not the notes secured thereby). No mortgage or trust deed placed on the Premises shall in any way accelerate the time of payment provided for in this Agreement or provide for payment of any amount, either interest or principal, exceeding that provided for under this Agreement, or otherwise be in conflict with the terms and provisions of this Agreement, nor shall such mortgage or trust deed in any way restrict the right of prepayment, if any, given to Buyer under this Agreement.

(b) Seller shall from time to time, but not less frequently than monthly and any time Buyer has reason to believe a default may exist, exhibit to Buyer receipts for payments made to the holders of any indebtedness secured by any such Prior Mortgage(s).

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

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

8. TITLE: (a) At least one (1) business day prior to the Initial Closing, Seller shall furnish or cause to be furnished to Buyer at Seller's expense a commitment issued by a title insurance company licensed to do business in Illinois, to issue a contract purchaser's title insurance policy on the current form of American Land Title Association 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; (2) the "permitted exceptions" set forth in paragraph 2.; (3) the Prior Mortgage(s) permitted in paragraph 6.; (4) 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 (5) acts done or suffered by or judgments against the Buyer, or those claiming by, through or under the Buyer.

(b) If the title commitment discloses unpermitted exceptions, the Seller shall have thirty (30) days from the date of delivery thereof to have the said exceptions waived, or to have the title insurer commit to insure against loss or damage that may be caused by such exception 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,

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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 and 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 subparagraphs 8. (a) shall be conclusive evidence of good title therein shown, as to all matters insured by the policy, subject only to special exceptions therein stated.

(d) If the title commitment discloses judgments against the Buyer which may become liens, the Seller may declare this Agreement null and void.

(e) Seller makes no representations with respect to the condition of the Premises or any improvements located thereon. Buyer is purchasing the Premises as is, where is, without any representations or warranties from Seller. Buyer's payment of the Initial Payment 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 Initial Closing 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 subparagraph 8. (a) resulting from acts done or suffered by, or judgments against the Seller.

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., 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. 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. **MODIFICATION OF LEGAL DESCRIPTION:** The parties acknowledge that the Premises, located at 3144-3146 Devon, Chicago, Illinois, have been occupied by Buyer for over 10 years, they are familiar with the Premises and that there may be an additional Property Identification Number or legal description associated with the Premises. This Agreement shall be amended to include any such additional PIN or description as may be determined by a survey or title commitment.

11. **2013 REAL ESTATE TAXES:** Real estate taxes for the year 2013 shall be *pro rated* at 105% of 2012 taxes ("Seller's 2013 Taxes"). Seller's 2013 Taxes shall be paid by Buyer and the Purchase Price shall be reduced by the amount of Seller's 2013 Taxes to determine the Financed Payment pursuant to paragraph 3(b).

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12. **ESCROW CLOSING:** At the election of Seller and Buyer, upon notice to the other party not less than five (5) days prior to the date of either the Initial Closing or the Final Closing, this transaction or the conveyance contemplated hereby shall be made through escrow with Chicago Title Insurance 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, 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. **NO SELLER'S REPRESENTATION REGARDING PERSONAL PROPERTY:** Seller makes no representation that any equipment and appliances to be conveyed, including but not limited to the following, are in operating condition: all mechanical equipment; heating and cooling equipment; water heaters and softeners; septic, plumbing, and electrical systems; kitchen equipment remaining with the Premises and any miscellaneous mechanical personal property to be transferred to the Buyer.

14. **BUYER TO MAINTAIN:** From and after the Initial Closing, Buyer shall keep the entire Premises including the roof, parking lot, landscaping, and structural components of the Premises, in as good repair and condition and make all necessary replacements. Buyer shall keep the Premises clean and safe. Buyer shall make all necessary repairs, maintenance and capital improvements upon the Premises as may be necessary from time to time. At Buyer's expense, Buyer shall maintain regular service contracts on the landscaping and all systems and equipment at the Premises in accordance with manufacturer's recommendations and industry best practices. If, however, the 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, itself, or by its 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 the 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 reasonable expenses of the Seller in making said repairs and in placing the Premises in a clean, sightly and healthy condition plus an administrative fee equal to ten percent (10%) of the amount so expended; or (b) notify the Buyer to make such repairs and to place the 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 itself of such remedies as Seller may elect, if any, from those that are by this Agreement or at law or equity provided.

15. **FIXTURES AND EQUIPMENT:** Until payment in full of the Purchase Price is made, no 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 Initial Closing keep insured against loss or damage by fire or other casualty, the improvements now and hereafter erected on Premises with a company, or companies, reasonably acceptable to Seller in policies conforming to Insurance Service Bureau and, also, flood insurance where applicable, with

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coverage not less than the balance of the Purchase Price hereof (except that if the full insurable value of such improvements is less than the balance of Purchase Price, then at such full insurable value) for the benefit of the parties hereto and the interests of any mortgagee or trustee, if any, as their interests may appear. Buyer shall also maintain general commercial liability insurance with coverage of at least \$2 million for each occurrence. Seller shall be named as an additional insured under all such policies, and provided with a certificate of insurance.

(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 (1) 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 (2) 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:** Subject to paragraph 11, it shall be Buyer's obligation to pay at Buyer's expense 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 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 therefor.

18. **FUNDS FOR TAXES, INSURANCE AND CHARGES:** In addition to the agreed installments, if any, provided in paragraph 3., Seller may require Buyer to deposit with the Seller on the day each installment payment is due, or if none are provided for, on the first day of each month subsequent to the date of Initial Closing, until the Purchase Price is paid in full, a sum (herein referred to as "funds") equal to one-twelfth of the yearly taxes, assessments which may become a lien on the Premises, and the estimated annual premiums for the insurance coverages required to be kept and maintained by 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. Notwithstanding the above, Seller shall not require said monthly payment of escrow funds for the payment of the aforementioned taxes, assessments, rents and premiums as long as Buyer timely makes payments for said bills when due or is otherwise not in default hereunder. Failure to make the deposits required hereunder shall constitute a breach of this Agreement.

The funds shall be held by Seller in an institution the deposits or accounts of which are insured 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.

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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 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, analyzing said account, or verifying and compiling said assessments and bills, nor shall Buyer be entitled to interest or earnings on the funds, unless otherwise agreed in writing at the time of execution of this Agreement. Upon payment in full of all sums due hereunder, Seller shall promptly refund to Buyer any funds so held by Seller.

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 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 the Premises by the Buyer or others shall belong to and become the property of the Seller without liability or obligation on Seller's part to account to the Buyer therefor or for any part thereof.

20. **LIENS:** Buyer shall not permit a mechanic's judgment or other lien to attach to the Premises.

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 ten (10) 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 thirty (30) days after written notice to Buyer (unless the default involves a dangerous condition which shall be cured forthwith), then 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

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and in conjunction with any one of them, Seller may collect any rent due and owing and may seek the appointment of a receiver.

(c) If default is based upon the failure to pay taxes, assessments, insurance, or liens, Seller may elect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by Buyer to Seller.

(d) Seller may impose and Buyer agrees to pay a late charge not exceeding 5% of any sum due hereunder which Seller elects to accept after the date such sum was due.

(e) Anything contained in subparagraphs (a) through (d) of this paragraph 21 to the contrary notwithstanding, this Agreement shall not be forfeited and determined, if within forty five (45) 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.

22. **DEFAULT, FEES:** (a) The prevailing party shall receive all reasonable attorneys' fees and costs from the defaulting party incurred by the prevailing party in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance, and in defending any proceeding to which Buyer or Seller is made a party defendant (or creditor in the event of Seller's bankruptcy or being declared insolvent) as a result of the acts or omissions of the defaulting 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 or in equity, 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; (3) 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 to the parties addressed to Seller at PO Box 662, Lake Geneva, Wisconsin 53147 or to Buyer at the address of the Premises. Notice shall be deemed made when mailed or served. A mandatory copy of any notice shall be sent to:

IF TO SELLER:

Scott M. Levin, Esq.
Howard & Howard Attorneys PLLC
200 S. Michigan Avenue, Suite 1100

IF TO BUYER:

Akram Zanayed & Associates
Attorneys at Law
8550 S. Harlem, Suite

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Chicago, Illinois 60604-2461
Phone: 312/456-3418
Fax: 312/939-5617
Slevin@howardandhoward.com

Bridgeview, IL 60455
Phone: 708-237-9000
Fax: 708-237-1577
zanayedlaw@yahoo.com

24. **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 21, 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 market 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 therefore related to Seller's interest in the Premises.

26. **ASSIGNMENT:** The Buyer shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder nor shall the Buyer lease nor sublet the Premises, or any part thereof. Any violation or breach or attempted violation or breach of the provisions of this paragraph by Buyer, or any acts inconsistent herewith, shall vest no right, title or interest herein or hereunder, or in the Premises in any such transferee, pledgee, assignee, lessee or sub-lessee, but Seller may, at Seller's option, declare this Agreement null and void and invoke the provisions of this Agreement relating to the forfeiture hereof. Buyer may lease or sublet the Premises or any part thereof upon Seller's prior written consent, which shall not be unreasonably withheld; provided, however, that all tenant deposits received by Buyer therefore shall be immediately deposited into the Tenant Deposit Account to be established hereunder.

27. **FINAL CLOSING:** Buyer shall be entitled to delivery of the deed of conveyance aforesaid and a bill of sale to the personal property to be transferred to Buyer under this Agreement at any time upon payment of all amounts due hereunder in the form of cash or cashier's or certified check made payable to Seller, which amount shall be without premium or penalty. At the time Buyer provides notice to Seller that it is prepared to prepay all amounts due hereunder, Seller forthwith either shall produce and record at his expense a release deed for the Prior Mortgage(s), or obtain a currently dated loan repayment letter reflecting the amount necessary to discharge and release the Prior Mortgage(s). Seller shall have the right to repay and discharge such Prior Mortgage(s) in whole or in part from sums due hereunder from Buyer. The repayment of the Prior Mortgage(s) shall be supervised and administered by Buyer's mortgage lender, if any, or the title company. Upon repayment of the Prior Mortgage(s), Seller shall receive the cancelled note and a release deed in form satisfactory for recording shall be delivered to Buyer. Seller shall give Buyer a credit against the balance of the

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amount due hereunder. The parties agree to complete such exchange at the offices of the holder of the note secured by the Prior Mortgage(s) or at the title company. 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.

28. **CONDITION OF PROPERTY:** (a) Buyer acknowledges and understands that Seller has little or no direct knowledge concerning the condition of the Premises. As a material part of the consideration to be received by Seller under this Agreement, as negotiated and agreed to by Buyer and Seller, Buyer acknowledges and agrees to accept the Premises in "as-is," "where-is" condition at the time of Final Closing, including, without limitation, zoning, land use or building code requirements or compliance with any law, rules, ordinances or regulations of any governmental authority, any hidden defects, environmental conditions affecting the Premises or the existence of mold, whether known or unknown, whether such defects or conditions were discoverable through inspection or not. Buyer agrees to accept the Premises subject to any zoning or building code violations and to be responsible for compliance with all building and zoning laws prior to the Final Closing.

(b) Buyer assumes full responsibility for any personal property remaining on the Premises at the time of Closing. Seller makes no warranties as to whether the personal property, systems and fixtures located at the Premises are free and clear of liens, security agreements, encumbrances, claims, demands, and charges of any kind whatsoever or is owned by Seller. The personal property, systems, and fixtures located at, and incorporated within, the Premises are sold in "as-is" condition without any warranties, express or implied, as to the condition of such personal property and fixtures, including the implied warranty of merchantability or as to Seller's title. The bill of sale from Seller will quit claim any interest of seller in said personal property upon closing, but Seller makes no representations or warranties with respect to the title being conveyed in the personal property.

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

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

31. **CAPTIONS AND PRONOUNS:** The captions and headings of the various sections or paragraphs of this Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

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

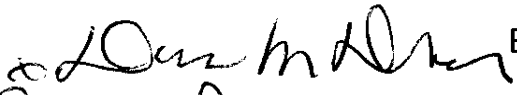

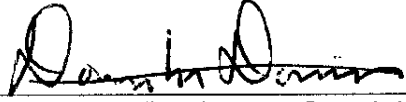

33. BINDING ON HEIRS, TIME OF ESSENCE: This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Seller and Buyer. Time is of the essence of this Agreement.

34. JOINT AND SEVERAL OBLIGATIONS: The obligations of two or more persons designated "Seller" and "Buyer" in this Agreement shall be joint and several, and in such case each hereby authorizes the other or others of the same designation as his or her attorney-in-fact to do or perform any act or agreement with respect to this Agreement or the Premises.

35. REAL ESTATE BROKER: Seller and Buyer represent and warrant that no real estate brokers were involved in this transaction.

36. COURT APPROVAL: This Agreement is contingent upon Seller obtaining approval from the Circuit Court of Cook County, Probate Division, which approval is required to sell the Premises.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date set forth below.

SELLER:		BUYER:	
By:			
	Daniel L. Donian, as Special Trustee of the Verna D. Bezazian Trust, dated July 30, 1976, and Special Trustee of the Armand S. Donian Trust, dated July 29, 2013		Morice Botrice
	October 1st September <u>30</u> , 2013		OCT September <u>8</u> , 2013

Prepared By:
Scott M. Levin
Howard & Howard Attorneys PLLC
200 South Michigan Avenue, Suite 1100
Chicago, IL 60604-2461

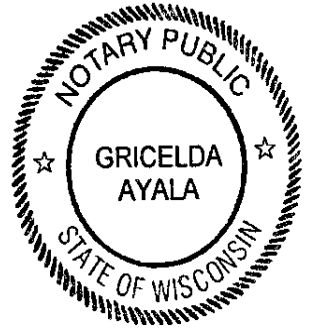
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STATE OF WI)
) SS.
COUNTY OF Walworth

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Daniel L. Donian**, personally known to me and the same person whose name is subscribed to the foregoing Articles of Agreement for Deed appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 1 day of ~~September~~ October, 2013.

Gricelda Ayala
Notary Public



Commission expires 09/28/14

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Morice Botrice**, personally known to me and the same person whose name is subscribed to the foregoing Articles of Agreement for Deed appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 8th day of ~~September~~ October, 2013.

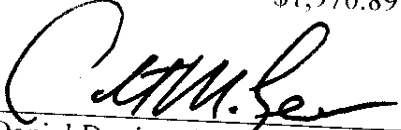
Beth LaSalle
Notary Public

Commission expires _____



UNOFFICIAL COPY**Rider A
Amortization of Payment**Amortization table for **\$249,228.76** borrowed on **Oct 08, 2013**

Month / Year	Payment	Principal Paid	Interest Paid	Total Interest	Balance
Nov. 2013	\$1,970.89	\$932.43	\$1,038.45	\$1,038.45	\$248,296.33
Dec. 2013	\$1,970.89	\$936.32	\$1,034.57	\$2,073.02	\$247,360.01
Jan. 2014	\$1,970.89	\$940.22	\$1,030.67	\$3,103.69	\$246,419.79
Feb. 2014	\$1,970.89	\$944.14	\$1,026.75	\$4,130.44	\$245,475.66
Mar. 2014	\$1,970.89	\$948.07	\$1,022.82	\$5,153.25	\$244,527.59
April 2014	\$1,970.89	\$952.02	\$1,018.86	\$6,172.12	\$243,575.57
May 2014	\$1,970.89	\$955.99	\$1,014.90	\$7,187.02	\$242,619.58
June 2014	\$1,970.89	\$959.97	\$1,010.91	\$8,197.93	\$241,659.61
July 2014	\$1,970.89	\$963.97	\$1,006.92	\$9,204.85	\$240,695.64
Aug. 2014	\$1,970.89	\$967.99	\$1,002.90	\$10,207.74	\$239,727.65
Sept. 2014	\$1,970.89	\$972.02	\$998.87	\$11,206.61	\$238,755.63
Oct. 2014	\$1,970.89	\$976.07	\$994.82	\$12,201.42	\$237,779.56
Nov. 2014	\$1,970.89	\$980.14	\$990.75	\$13,192.17	\$236,799.43
Dec. 2014	\$1,970.89	\$984.22	\$986.66	\$14,178.84	\$235,815.20
Jan. 2015	\$1,970.89	\$988.32	\$982.56	\$15,161.40	\$234,826.88
Feb. 2015	\$1,970.89	\$992.44	\$978.45	\$16,139.85	\$233,834.44
Mar. 2015	\$1,970.89	\$996.57	\$974.31	\$17,114.16	\$232,837.87
April 2015	\$1,970.89	\$1,000.73	\$970.16	\$18,084.31	\$231,837.14
May 2015	\$1,970.89	\$1,004.90	\$965.99	\$19,050.30	\$230,832.24
June 2015	\$1,970.89	\$1,009.08	\$961.80	\$20,012.10	\$229,823.16
July 2015	\$1,970.89	\$1,013.29	\$957.60	\$20,969.70	\$228,809.87
Aug. 2015	\$1,970.89	\$1,017.51	\$953.37	\$21,923.07	\$227,792.36
Sept. 2015	\$1,970.89	\$1,021.75	\$949.13	\$22,872.21	\$226,770.61
Oct. 2015	\$1,970.89	\$1,026.01	\$944.88	\$23,817.09	\$225,744.60
Nov. 2015	\$1,970.89	\$1,030.28	\$940.60	\$24,757.69	\$224,714.32
Dec. 2015	\$1,970.89	\$1,034.58	\$936.31	\$25,694.00	\$223,679.74
Jan. 2016	\$1,970.89	\$1,038.89	\$932.00	\$26,626.00	\$222,640.86
Feb. 2016	\$1,970.89	\$1,043.21	\$927.67	\$27,553.67	\$221,597.64
Mar. 2016	\$1,970.89	\$1,047.56	\$923.32	\$28,476.99	\$220,550.08
April 2016	\$1,970.89	\$1,051.93	\$918.96	\$29,395.95	\$219,498.15
May 2016	\$1,970.89	\$1,056.31	\$914.58	\$30,310.52	\$218,441.85
June 2016	\$1,970.89	\$1,060.71	\$910.17	\$31,220.70	\$217,381.13
July 2016	\$1,970.89	\$1,065.13	\$905.75	\$32,126.45	\$216,316.00
Aug. 2016	\$1,970.89	\$1,069.57	\$901.32	\$33,027.77	\$215,246.44
Sept. 2016	\$1,970.89	\$1,074.03	\$896.86	\$33,924.63	\$214,172.41
Oct. 2016	\$1,970.89	\$1,078.50	\$892.39	\$34,817.02	\$213,093.91


 Daniel Donian, Special Trustee
Attorney-in-fact


 Morice Botrice