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Karen A.Yarbrough  
Cook County Recorder of Deeds  
Date: 04/07/2014 01:40 PM Pg: 1 of 6

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ARTICLES OF AGREEMENT

FOR DEED

PROPERTY ADDRESS: 3504 Harvey  
Berwyn, IL 60402

Prepared by & Mail to: ROBERT J. LOVERO  
ATTORNEY AT LAW  
6536 W. CERMAK ROAD  
BERWYN, IL 60402

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## ARTICLES OF AGREEMENT

Articles of Agreement made this 29th day of March, 2014, between THE CHICAGO TITLE LAND TRUST NO. 930446 DATED 1/25/1993, hereinafter referred to as "Seller", and MIGUEL ANGEL LOPEZ, hereinafter referred to as "Purchaser".

### W I T N E S S E T H:

1. If Purchaser shall first make all the payments and perform all the covenants and agreements in this Agreement required to be made and performed by said Purchaser, at the time and in the manner hereinafter set forth, Seller will convey to Purchaser a good and merchantable title thereto by a stamped Trustee's Deed, subject as hereinafter set forth, the following described real estate to wit:

LEGAL: LOT 30 IN HIGHLAND ESTATES, A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 13, 1989 AS DOCUMENT NUMBER 89593226 IN COOK COUNTY, ILLINOIS.

P.I.N. 16-32-302-031-0000

Commonly known as: 3504 HARVEY, BERWYN, IL 60402

A. Building, building line and use or occupancy restrictions, conditions and covenants or record provided same are not violated and do not prevent Purchaser's use of the property as a residence;

B. Zoning and building laws or ordinances provided same are not violated and do not prevent Purchaser's use of the property as a residence;

C. All unpaid general real estate taxes for the year 2013 and subsequent years;

D. Party wall rights and agreements, if any;

E. Roads, highways, public and utility easements;

F. Acts done or suffered by Purchaser or anyone claiming by, through or from Purchaser.

G. Purchasers shall be responsible for all Berwyn compliance repairs and said compliance report shall be obtained for the final closing on or about March 30, 2019.

2. Purchaser covenants and agrees to pay the Seller the sum of TWO HUNDRED SIXTY FIVE THOUSAND DOLLARS AND NO CENTS (\$265,000.00) which shall be payable as follows:

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A. Purchaser will tender \$30,000.00 at the initial closing. The balance of TWO HUNDRED THIRTY FIVE THOUSAND & 00/100's (\$235,000.00) shall be payable in monthly installments of FOUR THOUSAND FOUR HUNDRED SEVEN & 87/100's (\$4,407.87) beginning on the 1<sup>ST</sup> of April, 2014, and on the 1st of each and every month thereafter.

B. Purchaser shall also pay monthly 1/12<sup>th</sup> of the hazard insurance currently on the property to be held in escrow by Seller, which sum shall be \$77.58 per month.

C. The Purchaser shall have the option, at any time during the term of this Agreement, to make a lump sum payment or partial additional payments to be applied toward the principal balance only without being penalized.

3. The initial closing and date of delivery of possession of the premises to Purchaser shall be March 29, 2014. Seller shall deliver a commitment for title insurance to purchaser at the final closing, at Seller's expense.

4. Purchaser shall pay Seller at the initial closing for pre-paid hazard insurance premium for the remaining days of the month of closing. Purchaser shall not receive any credit for taxes until the final closing. Purchaser shall pay to Seller 1/12<sup>th</sup> of the anticipated yearly tax bill each month. Seller shall be responsible for making the real estate tax payment. At the final closing Purchaser shall be credited for the 2014 year tax bill, payable in 2015, for the months of January through March 29, 2014.

5. It is further understood and agreed that when the Purchaser has paid the entire principal of TWO HUNDRED THIRTY FIVE THOUSAND DOLLARS AND NO CENTS (\$235,000.00), Purchasers shall receive a Trustee's Deed conveying the said real estate to him, or his designated nominee or assignee, subject to obligations hereinabove specified.

6. Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to, or be against or upon the property aforesaid, which may or might be superior to the rights of Seller. If any such lien shall be filed against the property for work contracted for by Purchaser, Purchaser shall have 45 days from Purchaser's actual notice of such lien filing to remove, contest or bond over such lien.

7. Purchaser shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder, nor lease the property or equipment which is the subject of this Agreement, without first obtaining the prior written consent of Seller, which consent shall not be unreasonably withheld. Any violation or attempted violation or breach of this provision by Purchaser, or any acts inconsistent herewith, shall vest no right, title or interest herein or hereunder, or in the said premises or equipment, but Seller may, at his pledgee, assignee, lessee or sublessee, but Seller may, at his exclusive option, declare this Agreement relating to forfeiture hereof.

8. No right, title or interest, legal or equitable, in the premises and equipment described herein, or in any part thereof, shall vest in Purchaser until he is or shall be entitled to the delivery of the Trustee's Deed as herein provided. Purchaser shall have right of ownership even though title is not vested.

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9. No extension, change, modification or amendment of any kind or nature whatsoever, to or of this Agreement, shall be made or claimed by either party hereto and not notice of any extension, change, modification, or amendment, made or claimed by either party hereto shall have any force or effect whatsoever unless the same shall be reduced to writing and be signed by the parties hereto.

10. In case of failure of Purchaser to make any of the payments, or any part hereof, or perform any of the covenants hereof on Purchaser's part hereby made and entered into at the time or times provided herein for such payments or for the performance of any of the covenants hereof, and the same is not cured as hereinafter provided, this contract shall, at the option of Seller, be forfeited and determined, and Purchaser shall forfeit all payments made hereunder and such payments shall be retained by Seller, in full satisfaction and as liquidated damages by Seller sustained, and in such event, Seller shall have the right to re-enter and take possession of the premises described herein. Seller shall notify, in writing, Purchaser of any default and Purchaser shall have 60 days from the delivery of said written notice to cure said default.

11. In the event of the termination of this Agreement, by lapse of time, forfeiture or otherwise, all permanent improvements, whether finished or unfinished, on the premises aforesaid which may be put upon said premises and/or equipment by Purchaser shall belong to and be the property of Seller without liability or obligation on Seller's part to account to Purchaser therefore or for any part thereof.

12. Purchaser shall pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in any action or proceeding to which Seller may be made party by reason of being party to this Agreement, if the action or proceeding is caused by the Purchaser, then Purchaser will pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in enforcing any of the covenants and provisions of this Agreement, and incurred in any action brought by Seller against Purchaser on account of the provisions, or any of them, in this Agreement contained, and all such costs, expenses and attorney's fees may be included in and from a part of any judgment entered in any proceeding brought by Seller against Purchaser or under this Agreement.

Seller shall pay to Purchaser all costs and expenses, including attorney's fees, incurred by Purchaser in any action or proceeding to which the Purchaser may be made party by reason of being party to this Agreement if the action or proceeding is caused by the Seller, and Seller will pay to Purchaser all costs and expenses, including attorney's fees, incurred by Purchaser in enforcing any of the covenants and provisions of this Agreement, and incurred in any action brought by Purchaser against Seller on account of the provisions, or any of them, in this Agreement contained, and all such costs, expenses and attorney's fees may be included in and from a part of any judgement entered in any proceeding brought by Purchaser against Seller or under this Agreement.

13. The remedy of forfeiture herein given to Seller shall not be exclusive of any other remedy, but Seller shall, in case of default or breach, or for any other reason herein contained, have every other remedy given by this Agreement and by law or equity, and shall have the right to maintain and procure any such remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.

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14. Purchaser has examined the improvements now existing on said premises prior to and as a condition precedent to his acceptance and the execution of this Agreement, and Purchaser is satisfied with the existing physical condition thereof, and his taking possession thereof shall be conclusive evidence of his receipt thereof in such condition, and agrees and admits that no representation as to condition or repair thereof, and no agreement or promise to decorate, alter, repair or improve said premises either before or after the execution of this Agreement has been made by Seller which is not specifically set forth in this Agreement or any exhibits or riders hereto.

15. From and after Purchaser's possession, purchaser covenants and agrees to keep the premises and appurtenances thereto in good repair and in a clean, sightly and healthy condition, all according to the statutes and ordinances in such cases made and provided, now or hereafter enacted and the directions of public officers thereunto duly authorized, all at his own expense. If, however, the said premises shall not be kept in good repair, so as to violate the statutes and ordinances in such case made and provided, now or hereafter enacted, then Seller shall notify Purchaser to make such repairs and to place said premises in a clean, sightly and healthy condition as soon thereafter as is practical, but in no event later than ninety (90) days after such notice by Seller or within thirty (30) days after service upon Purchaser and or Seller by the Building Code or other municipal ordinances, whichever is earlier. Upon default by Purchaser in complying with said notice, Seller may either (a) enter the premises himself, or by his agent, without such entering causing or constituting a termination of this Agreement or an interference with the possession of the premises by Purchaser, and make the necessary repairs and do all the work required to place said premises in good repair and in a clean, sightly and healthy condition, and Purchaser agrees to pay Seller as so much additional purchase price for said premises, the expenses of Seller in making the said repairs and in placing the said premises in a clean, sightly and healthy condition, or (b) at Seller's option, declare this Agreement forfeited and determined as in this Agreement provided.

16. If there be more than one person designated herein, the verbs and pronouns associated therewith, although expressed in singular, shall be read and construed as plural. Whenever the masculine gender is used herein, it shall also be read and construed as feminine as the case may be.

17. It is further mutually agreed by and between the parties hereto that the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

18. All notices and demands herein required shall be in writing. The mailing of a notice by certified mail, personal delivery, overnight mail by nationally recognized reputable courier, or facsimile with proof of transmission to Seller in care of **1820 TOWER HILL DRIVE, WOODRIDGE, IL 60517** and to Purchaser in care of **3504 HARVEY AVENUE, BERWYN, IL 60402**. Either party may designate in writing a new mailing address to which all notices shall be sent.


19. This Agreement may be amended or modified at any time upon the written consent of all parties written.

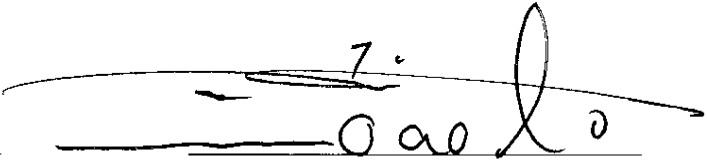
20. It is hereby agreed by and between the parties that their respective attorneys may approve and make modifications mutually acceptable to all parties. Approval will not be unreasonable withheld, but if, within five

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(5) business days after the date of acceptance of the contract (being the date on which all parties to the transaction have, by written acceptance, agreed to all the terms of the contract), it becomes evident that agreement cannot be reached by the parties hereto, and written notice thereof is given to either party by the other within the time specified, then these Articles shall become null and void and the earnest money, if any, shall be refunded to the buyer, in the absence of written notice within the time specified herein, this provision shall be deemed waived by all parties hereto, and this contract shall then remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first above written.

  
\_\_\_\_\_  
CAROL BALDASSANO, Beneficiary  
Of the Chicago Title Trust  
No. 930446 dated 1/25/1993  
Seller

  
\_\_\_\_\_  
MIGUEL ANGEL LOPEZ  
Purchaser

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