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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/20/2015 09:49 AM Pg: 1 of 10

Property of Cook County Clerk's Office

ARTICLES OF AGREEMENT FOR WARRANTY DEED

Property Address: 10963 Ashton Lane
Orland Park, IL 60467

Prepared by: Akram Zanayed
8550 S. Harlem Ave.
Bridgeview, IL 60455
Phone: 708/237-9000
Fax: 708/237-1577

UNOFFICIAL COPY**ARTICLES OF AGREEMENT FOR WARRANTY DEED**

1. Purchaser, MAHA TAHA ASLWAEER (hereinafter referred to as Purchaser) of Bridgeview, Illinois agrees to purchase, and SELLER, Mahmoud S. Abusaad (hereinafter referred to as SELLER), of Chicago, Illinois agrees to sell to Purchaser at the Purchase price of Six Hundred Thousand (\$600,000.00) and No/100 Dollars the property located at and commonly known as 10963 Ashton Lane, Orland Park, Illinois 60467, and legally described as follows:

To Be Inserted By Seller At A Later Date.

2. THE DEED:

A. If the Purchaser shall first make all the payments and perform all the covenants and agreements in this Agreement required to be made and performed by the Purchaser, at the time and in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to Purchaser or his nominee, by a recordable, stamped general Warranty Deed with release of homestead rights, good title to the premises subject only to the following "permitted exceptions," if any: covenants, conditions and restrictions of records; private, public and utility easements; Roads and highways; Party wall rights and agreements; general taxes for the year 2016 and subsequent years. Purchaser shall be responsible for taxes after the date of closing.

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

3. INSTALLMENT PURCHASE:

Purchaser hereby covenants and agrees to pay Seller the purchase price of Six Hundred Thousand (\$600,000) and No/100 Dollars, or to such other person or at such place as Seller may designate in writing. The purchase price shall be paid as follows:

A. Purchaser shall pay to Seller Twenty-Five Thousand (\$25,000.00) and No/100 Dollars on or before August 30, 2015.

B. Commencing September 1, 2015 and each month thereafter through and including August 31, 2019, Purchaser agrees to pay Seller Three Thousand Eighty-Six (\$3,086.72) and 72/100 Dollars on the First (1st) day of each of the aforesaid months. Said payments represents the monthly payment of principal and interest based on a 30 year amortization at an interest rate of five (5) percent. A balloon payment is due on or before August 31, 2019. If payments are not made by the Fifth (5th) day of any aforesaid month, then Purchaser will pay Seller a late fee of Ten (10) percent of the monthly payment(s) for each month that it is delinquent until it is paid in full.

C. In addition to the monthly payment of principal interest due on the 1st of every

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month commencing September 1, 2015, Purchaser shall also pay Seller the sum of One Thousand (\$1,000.00) and No/100 Dollars for the payment of real estate taxes.

D. That Purchaser will pay Seller the principal balance due on or before August 31, 2019.

4. CLOSING:

The "initial closing" shall occur on or before August 30, 2015 or on the date, if any, to which said date is extended by agreement between the parties at a mutually agreed upon location. "Final closing" shall occur if and when all covenants and conditions herein to be performed by Purchaser have been so performed.

5. **POSSESSION:** Possession shall be granted to Purchaser at closing. Parties acknowledge that the Seller will charge the Purchaser for the prorated amount due for the month of August, 2015. All utilities, assessments and taxes will be the sole responsibility of the Purchaser effective the date she takes possession.

6. MORTGAGES:

Purchaser is not allowed to encumber the property in any manner.

7. SURVEY:

None to be provided by Seller.

8. TITLE:

Upon Purchaser's written request - at Purchaser's expense - Seller will deliver to Purchaser a Title Report and Policy.

9. PRORATIONS:

None. Final prorations will be done at the Final Closing.

10. SELLER'S REPRESENTATIONS:

Purchaser acknowledges that Seller makes no representations whatsoever and that Purchaser is expressly purchasing the personal property and structures/improvements "AS IS".

11. HOLD HARMLESS AND INDEMNIFICATION BY PURCHASER:

The Purchaser hereby agrees to save, defend, indemnify and hold harmless the Seller against any and all claims, actions or causes of action arising out of Purchaser's use and/or control of the Premises, as of the date of Closing.

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12. PURCHASER TO MAINTAIN:

Purchaser shall keep the improvements on premises and the grounds in as good repair and condition as they are now, ordinary wear and tear excepted. Purchaser shall make all necessary repairs and renewals upon said premises including by way of example and not of limitation. Ventilating and air conditioning equipment; plumbing and electrical systems and fixtures; roof; masonry including chimneys. If, however, the said premises shall not be thus kept in good repair, and in a clean, sightly, and healthy condition by Purchaser, Seller may either (a) enter same, himself, or by their agents, servants, or employees, without such entering, causing or constituting a termination of this Agreement or an interference with Purchaser's possession of the premises, and make the necessary repairs and do all the work required to place condition, and Purchaser agrees to pay the Seller, as so much additional purchase price for the premises, the expenses of the Seller in making said repairs and in placing the premises in a clean, sightly, and healthy condition within thirty (30) days of such notice (except as is otherwise provided herein), and, upon default by Purchaser 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.

13. REPAIRS OF IMPROVEMENTS:

Any contract for repairs and improvements on the premises, shall contain an express, full and complete waiver and release of any and all liens or claims or right of lien against the premises or either party's interest therein, and no contract or agreement, oral or written, shall be made by the Purchaser for repairs or improvements upon the premises, unless it shall contain such express waiver or release of lien upon the part of the party contracting and a signed copy of every such contract and specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller. The foregoing requirements shall not apply to painting, decorating and miscellaneous repairs costing less than Five Hundred (\$500.00) Dollars or which are paid for by Purchaser in cash. Purchaser shall not make any structural changes or alterations without the prior written consent of the Seller.

14. FIXTURES AND EQUIPMENT:

At the time of delivery of possession of the premises to Purchaser, Purchaser also shall receive possession of all equipment and fixtures on the premises which is the property of the Seller to be sold to Purchaser pursuant to the terms of the Agreement, but until payment in full of the purchase price is made, none of such property, shall be removed from the premises without the prior written consent of the Seller.

15. INSURANCE:

Purchaser 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

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erected on premises with a company, or companies, reasonably acceptable to Seller in policies conforming to Insurance Service Bureau Multi-peril Policy, with Coverage not less than the value of the premises for the benefit of the parties hereto [naming Seller as additional insured] and the interest of any mortgagee or trustee, if any, as their interests may appear. Purchaser policy must also contain a minimum of \$600,000.00 coverage for Liability Insurance. Purchaser shall furnish Seller with evidence of such insurance premiums when due and upon request. If Purchaser default in any payment of insurance premium Seller may either declare a default under this Agreement and/or purchase insurance at a reasonable rate and charge the cost of the premium to the principal balance due Seller under this Agreement.

16. TAXES AND CHARGES:

Seller to pay real estate taxes up to and including the day of the Initial Closing.

17. Purchaser may not record this Agreement. If Purchaser records this agreement, then at the option of Seller, the entire balance shall be due immediately.

18. PURCHASER'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 Purchaser until the Deed, as herein provided, shall be delivered to the Purchaser.

(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 the Purchaser or others shall belong to and become the property of the Seller without liability or obligation on Seller's part to account to the Purchaser therefore or for any part thereof.

19. LIENS:

Purchaser shall not permit a mechanic's judgement or other lien to attach to the premises. If such a lien does attach, Purchaser shall satisfy said lien within 30 days of notice of said lien or be in default of this Agreement.

20. PERFORMANCE:

(a) If Purchaser (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 Purchaser; or (2) defaults in the performance of any other covenant or agreement hereof and such default is not cured by Purchaser within thirty (30)

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days after written notice to Purchaser (unless the default involves a dangerous condition which shall be cured forthwith); Seller may treat such a default as a breach of this Agreement and Seller shall have any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity: (i) maintain an action for any unpaid installments; (ii) declare the entire balance due and maintain an action for such amount; and upon Purchaser failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of the Purchaser to reinstate as provided in that Act.

(b) As additional security in the event of default, Purchaser 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 to the principal balance due, which amounts shall become immediately due and payable by Purchaser to Seller.

(d) Anything contained in subparagraphs (a) through (c) to the contrary notwithstanding, this Agreement shall not be forfeited and determined, if within 30 days after such written notice of default, Purchaser 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 omissions of Purchaser under this Agreement.

21. DEFAULT FEES:

(a) Prevailing party shall be entitled to all reasonable attorney's fees and costs incurred in enforcing the terms and provisions of this Agreement. Also Seller shall be entitled to the foregoing: including forfeiture or specific performance, in defending any proceeding to which Seller is made a party defendant as a result of the acts or omissions of the Purchaser.

(b) (1) All rights and remedies given to 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 by Purchaser shall be implied from any omission by the Seller 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 Seller, or after the termination of Purchaser'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.

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22. 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 requested, to parties at the addresses listed below their respective signatures in this document. Notice shall be deemed made when mailed or served.

23. ABANDONMENT:

Thirty day physical absence by Purchaser with any installment being unpaid, or removal of the substantial portion of Purchaser's personal property without installments being paid, and, in either case, reason to believe Purchaser has vacated the premises with no intent again to take possession thereof shall be deemed to be abandonment of the premises by Purchaser. In such event, and in addition to Seller remedies set forth in paragraph, Seller may, but need not, enter upon the premises and act as Purchaser's agent to perform necessary decoration and repairs and to re-sell the premises outright or on terms similar to those contained in this Agreement with allowance for then existing market conditions. Purchaser shall be deemed to have abandoned any personal property remaining on or about the premises and Purchaser's interest therein shall thereby pass under this Agreement as a bill of sale to Seller without additional payment by Seller to Purchaser.

24. SELLER'S ACCESS:

Seller may make or cause to be made reasonable entries upon and inspection of the premises, provided that Seller shall give Purchaser 24 hours notice prior to any such inspection specifying reasonable cause therefore related to Seller's interest in the premises.

25. PREPAYMENT:

All prepayments of principal shall be applied toward the reduction of the balance due under this Installment Agreement, prepayments may be made in full or in part at any time without penalty.

26. ASSIGNMENT:

The Purchaser shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder nor shall the Purchaser lease nor sublet the premises, or any part thereof to any person, partnership, corporation or other entity. Any violation or breach or attempted violation or breach of the provisions of this paragraph by Purchaser, or any acts inconsistent herewith, shall vest no right, title or interest herein or hereunder, or in the said premises in any such transferee, pledge, 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 forfeiture hereof.

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27. FINAL CLOSING:

Purchaser shall be entitled to delivery of the Deed of conveyance aforesaid and a Bill of Sale to the personal property to be transferred to Purchaser 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. At the time of delivery of the Deed, Purchaser 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 Purchaser, and Purchaser shall pay any local stamp tax established by any local ordinance with regard to the transfer of the title to Purchaser unless otherwise provided in the local ordinance.

28. MODIFICATION:

No waiver, modification, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change, is sought.

29. PURCHASER-SELLER RELATIONSHIP:

Nothing herein contained shall be construed so as to cause Purchaser and Seller to be partners or joint venturers or to create any type of fiduciary relationship between Seller and Purchaser, it being the express intention of the parties to have the sole relationship of Seller and Purchaser.

30. GOVERNING LAW:

The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in that State.

31. CAPTIONS AND PRONOUNS:

The captions and headings of 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 said section and/or paragraph; the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

32. PROVISIONS SEVERABLE:

If any clause, phrase, provision or portion of this Agreement or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable then remainder of this Agreement nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion to other persons or circumstances.

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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 Purchaser. Time is of the essence of this Agreement.

34. JOINT AND SEVERAL OBLIGATIONS:

The obligations of two or more persons designated "Seller or Purchaser" in this Agreement shall be joint and several, and in such case each hereby authorized 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. Seller shall not maintain mortgage/loan on the property for an amount equal or greater than 90% of the payoff amount that purchaser owes to seller.

IN WITNESS OF, the parties hereto have hereunder set their hands and seals this day of August 28, 2015.

SELLER:

Mahmoud S. Abusaad
Mahmoud S. Abusaad

Mahmoud S. Abusaad
7940 S. Christiana
Chicago, Illinois 60652

PURCHASER:

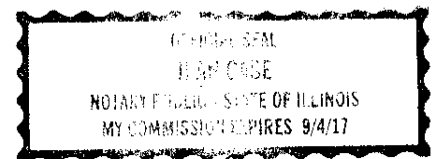
Maha Taha Alswaer

Maha Taha Alswaer
10765 Ashton Lane
Orland Park, Illinois 60467
IL. Driver's Lic. # A426-5587-8656

This Instrument Prepared By:
Bahtiar Hoxha
Attorney for Seller Mahmoud S. Abusaad
33 North LaSalle St., Suite 2900
Chicago, Illinois 60602
(312) 641-0750



Jean Loisel



Jean Loisel

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LOT 19 IN PERSIMMON RIDGE, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTH 220.00 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4, ALL IN SECTION 5, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax Number: 27-05-207 001-0000



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