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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/29/2016 11:28 AM Pg: 1 of 9

01146-3993711

Installment Agreement for Warranty Deed.

STEWART TITLE
800 E. DIEHL ROAD
SUITE 180
NAPERVILLE, IL 60563

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INSTALLMENT AGREEMENT FOR WARRANTY DEED

01146-39937

SELLER: BARBARA BAMONTI, or title holder

ADDRESS: 85 Independence Drive, Chicago Heights, IL 60411

BUYER: DARRYL McARTHUR

ADDRESS: 605 Joel Drive, Tyler, Texas

Buyer hereby agrees to purchase and Seller agrees to sell the following described real estate, commonly known as: 85 Independence Drive, Chicago Height, IL on the terms and conditions herein set forth.

LEGAL DESCRIPTION OF PROPERTY:

SEE ATTACHES

85 Independence Dr. Chgo Hts, IL
60411

The property is improved and will include all appurtenances attached to and forming a part of the premises, for which Seller shall deliver a Bill of Sale at time of delivery of deed; existing heating, plumbing, electrical lighting fixtures, storm windows, storm doors and screens, if any; fencing, if any; attached air conditioners, if any; attached outside antenna, if any; water softener, if any; all planted vegetation; ceiling fans, if any; automatic garage door system and all related remote hand-held units, if any; and specifically including any items of personal property now on the premises for which the buyer requests a bill of sale.

PRICE AND TERMS: \$10,000.00 Earnest Money with \$25,000.00 on or before initial closing and the balance of \$35,000.00 due on or before January 16, 2017.

PURCHASE PRICE.....	\$ 70,000.00
AMOUNT DUE AT INITIAL CLOSING (minus \$10,000.00 earnest money paid)...	\$ 35,000.00
BALANCE DUE AT FINAL CLOSING.....	\$ 35,000.00

INITIAL CLOSING: The initial closing shall take place on January 15, 2016, or such time as parties agree, at the law office of CIFELLI, SCREMENTI & DORE, LTD., 423 Ashland Avenue, Chicago Heights, Illinois.

POSSESSION: Possession of the property shall be delivered to Buyer as soon as possible after the initial closing. Seller will apply for required inspection by city but buyer will post any security deposit required to gain occupancy.

FINAL CLOSING: Upon final payment of the balance of \$35,000.00 due and owing, a final closing shall take place, at which time the Warranty Deed and Title Policy shall be delivered to the Buyer herein. The final closing shall take place on or before, January 17, 2017, or such time

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as parties agree, at the law office of CIFELLI, SCREMENTI & DORE, LTD., 423 Ashland Avenue, Chicago Heights, Illinois.

TITLE EVIDENCE: Seller, at her expense, shall furnish, not less than five days prior to the initial closing date, a title commitment for an owners title insurance policy issued by an Illinois licensed title insurance company in the amount of the purchase price covering the date hereof subject only to (a) the general exceptions contained in the title policy; (b) the title exceptions set forth below; and (c) the title exceptions pertaining to liens or encumbrances which have been assumed by the Buyer under the terms hereof or which the Seller has agreed to remove at closing from the proceeds hereunder. Any delay in delivery of the title commitment which is caused by the Buyer, his agent, or his lending agency shall extend the time for delivery thereof by the Seller by such period of delay. If the title commitment discloses exceptions not provided for herein, the Seller shall have until closing to remove said exceptions or to acquire title insurance covering said unpermitted exceptions. If Seller fails to remove said exceptions or obtain additional insurance within the time stated herein, Buyer may elect to terminate this Contract and all monies paid by the Buyer shall be refunded to her.

DEED (CONVEYANCE, LIENS, ENCUMBRANCES): Seller shall convey or cause to be conveyed to Buyer title to the premises by a recordable general warranty deed with release of homestead rights, or trustee's deed if applicable, in joint tenancy, if more than one Buyer, or to Buyer's nominee, subject only to the following permitted exceptions, provided none of which shall materially restrict the reasonable use of the premises as a residence: (a) general real estate taxes not due and payable at the time of closing; (b) building lines and building laws and ordinances, use or occupancy restrictions, conditions and covenants of record; (c) zoning laws and ordinances which conform to the present usage of the premises; (d) public and utility easements which service the premises; (e) public roads and highways, if any; (f) party wall rights and agreements; if any; and (g) limitations and conditions imposed by the Illinois Condominium Property Act and condominium declaration, if applicable. Likewise, the buyers shall deliver a Quit Claim to the Trust to be held by escrowee named hereafter.

PRORATIONS: The Seller agrees to be responsible to pay the first and second installment of real estate taxes for the tax year 2015. The Purchaser agrees to be responsible for the tax bills for the years 2016 and 2017, all of which installments shall be due and owing prior to the Final Closing scheduled for January 17, 2017. Buyer further agrees to furnish proof to Seller that each installment that Purchaser is responsible to pay prior to final closing has been timely paid. Buyer shall tender a copy of the paid installment receipt within five (5) days after each installment becomes due.

The following items, if applicable, shall be prorated as of the date of initial closing; (a) insurance premiums; (b) general real estate taxes, including special service areas, if any, (c) rents and security deposits; (d) interest on mortgage indebtedness assumed; (e) water taxes; (f) homeowners and/or condominium/townhome association dues and assessments; (g) prepaid service contracts. Prorations of general taxes shall be on the basis of the last ascertainable bill. If said bill is based on a partial assessment on an unimproved basis for improved property, a written agreement (with escrow) for final proration when the complete assessment information is available from the County Assessor shall be signed at closing by the parties hereto.

DAMAGE BY CASUALTY OR ALTERATION BEFORE CLOSINGS: If the improvements on the property shall be destroyed or materially damaged by fire or other casualty prior to initial

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closing, the provisions of the Uniform Vendor and Purchaser Risk Act of Illinois shall apply. Buyer agrees to pay all insurances due upon initial closing and to provide seller with proof thereof at the initial closing.

ATTORNEY MODIFICATION: The terms of this Contract, except the purchase price, closing date, and possession date, are subject to good faith modification (which may include additional terms) by the attorneys for the parties within five (5) business days from the Contract Date (excluding Saturday, Sunday, and legal holidays). Notice of modification shall be in writing, served upon the other party or his agent, and shall state the specific terms to be modified and the proposed revisions. 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 CONTINUE IN FULL FORCE AND EFFECT. THE PARTIES ACKNOWLEDGE THAT MODIFICATION PURSUANT TO THIS PROVISIONS SHALL CONSTITUTE A COUNTEROFFER.

PROPERTY INSPECTION CONTINGENCIES: Buyer declines to have a professional inspection performed, and this Contract shall not be contingent upon such an inspection. However, Buyer may conduct an environmental site assessment within 20 business days. This site assessment will not affect agreement that this sale is for a commercial building as is and shown.

TRANSFER TAX STAMPS: Seller shall pay for the State of Illinois and county real estate transfer tax stamps. Any municipal transfer tax shall be paid by the party designated in the ordinance of the municipality imposing the tax.

PERFORMANCE/DEFAULT: The Warranty Deed shall be held by CIFELLI, SCREMENTI & DORE, LTD. (Escrowee) for the benefit of the parties hereto, and delivered to buyers at final closing.

If Buyer defaults, all payments shall be forfeited to Seller, provided, however, that such forfeiture shall not be the exclusive remedy of Seller, and Seller shall retain said forfeited payments without prejudice to any other remedy Seller has at law or in equity. If Seller defaults, such default shall not release Seller from his obligations under this Contract or in any way limit or restrict the right of Buyer to pursue other legal or equitable remedies.

MEDIATION: All disputes or claims between the Seller and Buyer which arise subsequent to closing of this transaction may be submitted for settlement and resolution to mediation under the Mediation Rules of the American Arbitration Association. The party submitting the action to mediation shall pay the costs of mediation, however, any party who obtains legal representation shall pay their own attorney's fees. The mediation conference shall be scheduled at the offices of the American Arbitration Association in Chicago, Illinois.

GENERAL CONDITIONS AND STIPULATIONS:

(a) Both Seller and Buyer agree to execute all documents and provide all information necessary to enable any lender to issue a commitment for mortgage or trust deed and to close this sale.

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(b) Seller represents that he has not received any notice from any governmental body of any ordinance, zoning or building code violation, condemnation proceeding, pending rezoning or special assessment proceeding affecting the property.

(c) All notices herein required shall be in writing and served upon the parties at the addresses shown on this Contract or upon the attorney for such party. In the event the name and address of the Seller or the attorney for the Seller is unknown, written notice may be served upon the listing broker as agent for such Seller. Facsimile transmission of any offer, acceptance, notice or rider herein provided to the parties, their broker or attorney, shall constitute sufficient notice of acceptance. Original documents shall be forwarded in all instances within three (3) business days of such notice. Notice to any one party of a multiple person party shall be sufficient service to all.

(d) This Contract and any Riders attached hereto shall constitute the entire agreement and understanding between the Seller and Buyer, and there are no agreements, representations or understandings, oral or written, between the parties with respect to the subject matter of this Contract. No alteration, modification, or amendment to this Contract shall be valid unless in writing and signed by all parties.

(e) This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, legal representatives and permitted assigns.

(f) Where in this Contract masculine pronouns are used or words indicating the singular number appear, such words shall be considered as if feminine or neuter pronouns or words indicating the plural number were used where the context indicates the propriety of such use.

(g) The invalidity of any paragraph or subparagraph of this Contract shall not impair the validity of any other paragraph or subparagraph. If any provision of this Contract is determined to be unenforceable by a court, such provision shall be deemed severable and this Contract may be enforced with such provision severed or as modified by such court.

(h) Prior to initial closing, Buyer shall have the right to enter into and make a final inspection of the premises to determine that the premises are in the condition required by the terms of the Contract. If there has been an adverse change in the condition of the premises since the Contract Date, the Seller shall restore the premises to the same condition as it was on the Contract Date, or as called for by the terms of the Contract.

This Contract (any addendum and equipment list) attached hereto and incorporated herein, shall be executed and one copy thereof delivered to Seller and one copy delivered to Buyer. Same will only be recorded only at buyer's insistence and expense.

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THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE BEFORE SIGNING.

BUYER (S): Daryl McArthur

SELLER (S): Barbara Bamonti

BUYER (S): D

SELLER (S): Mulofsky

Date of Offer: 01-28-2016

Date of Acceptance: 1/28/16

(This date shall be inserted only after the parties hereto have agreed to all the terms and conditions of this Contract and is also referred to herein as the Contract Date).

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IDENTITY OF ATTORNEYS

Buyer's Attorney:

Seller's Attorney:

Cifelli, Scrementi & Dore, Ltd.

Address: _____

Address: 423 Ashland Avenue

Chicago Heights, Illinois 60411

Telephone/Fax:

Telephone/Fax:

(708) 754-6200 - (708) 754-6077

Prep. by Email to: ↑

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COMMITMENT FOR TITLE INSURANCE SCHEDULE A

Exhibit A - Legal Description

LOT 11 (EXCEPT THE WEST 22 FEET THEREOF), AND ALL OF LOTS 12, 13, 14, 15 AND 16 IN BLOCK 10 IN R. WALLACE'S ADDITION TO BLOOM IN THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

32-20-433-018

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STATE OF IL
I, the undersigned
COUNTY OF Cook

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY
CERTIFY THAT Darryl McArthur
PERSONALLY APPEARED BEFORE ME AND IS (ARE) KNOWN OR PROVED TO ME TO BE THE PERSON(S)
WHO BEING INFORMED OF THE CONTENTS OF THE FOREGOING INSTRUMENT, HAVE EXECUTED SAME
AND ACKNOWLEDGED SAID INSTRUMENT TO BE his FREE AND VOLUNTARY ACT AND DEED
AND THAT he EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND USES THEREIN SET
FORTH.

WITNESS MY HAND AND OFFICIAL SEAL THIS 28th DAY OF Jan 20 16
MY COMMISSION EXPIRES: 12-4-16

[Handwritten Signature]



NOTARY PUBLIC

Clerk's Office

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STATE OF IL
I the undersigned
COUNTY OF COOK

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT Barbara Bamonti PERSONALLY APPEARED BEFORE ME AND IS (ARE) KNOWN OR PROVED TO ME TO BE THE PERSON(S) WHO BEING INFORMED OF THE CONTENTS OF THE FOREGOING INSTRUMENT, HAVE EXECUTED SAME AND ACKNOWLEDGED SAID INSTRUMENT TO BE her FREE AND VOLUNTARY ACT AND DEED AND THAT she EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND USES THEREIN SET FORTH.

WITNESS MY HAND AND OFFICIAL SEAL THIS 28th DAY OF Jan 2016
MY COMMISSION EXPIRES: 12/4/16

Martha Martz
NOTARY PUBLIC



Cook County Clerk's Office