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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/14/2016 04:28 PM Pg: 1 of 13

SHORT FORM FOR ARTICLES OF AGREEMENT

THIS SHORT FORM OF ARTICLES OF AGREEMENT is dated **October 12, 2016** and is by and between **NOE GOMEZ** ("Seller") and **ESTHER SALVADOR** ("Purchaser").

Purchaser and Seller are parties to a certain Articles of Agreement for Deed dated October 12, 2016 (The "Articles") pursuant to which Seller agrees to sell to Purchaser the real estate commonly known as **5435 S. Spaulding Avenue, Chicago, Illinois 60632** (the "Real Estate"), and legally described below. The terms and conditions of the Articles are incorporated herein by reference. Following are pertinent provisions of the Articles:

- I. **Possession of the Real Estate.** As of the date of the initial closing (October , 2016), Purchaser is granted possession of the Real Estate subject to the terms of the Articles.
- II. **Final Closing.** The final closing of sale is to occur on or before twelve (12) months from the date of the initial closing at which time Seller is to convey title to the property to Purchasers subject to the terms of the Articles.
- III. **Right to Extend Final Closing.** Under certain circumstances Purchaser has the right to extend the date of the final closing for a period of up to one month as described in the Articles.
- IV. **Miscellaneous.** The Articles shall be interpreted in accordance with the law of the State of Illinois.

IN WITNESS WHEREOF, Sellers and Purchaser have executed this Short Form of Contract at Chicago, Illinois on or as of the date first above written.

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Purchaser:

Seller:

Esther Salvador
Esther Salvador

Noe Gomez
Noe Gomez

10-12-16
Dated

10-12-16
Dated

LOT 29 IN BLOCK 7 IN GARFIELD MANOR, A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
Permanent Index Number: 19-11-423-012-0000

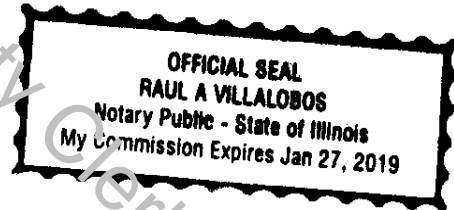
Property Commonly Known As: 5435 South Spaulding Avenue, Chicago, Illinois 60632

SUBSCRIBED AND SWORN

to before me

This 12 day of October, 2016

[Signature]
NOTARY PUBLIC



This document prepared by:

Villalobos & Associates
1620 W. 18th Street
Chicago, Illinois 60608

When recorded mail to:

Villalobos & Associates
1620 W. 18th Street
Chicago, Illinois 60608

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ARTICLES OF AGREEMENT

THIS AGREEMENT (the "Agreement") is made this 12 day of October, 2016 by and between **Noe Gomez** ("Seller") and **Esther Salvador** ("Buyer") (collectively, the "Parties").

1. THE PROPERTY

Seller agrees to sell to Buyer, for the price of one hundred ten thousand dollars (\$110,000) (the "Purchase Price"), the property commonly known as 5435 South Spaulding, Chicago, IL 60632 (the "Property"), and legally described as follows:

LOT 29 IN BLOCK 7 IN GARFIELD MANOR, A SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Index Number: 19-11-423-012-0000

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, Seller shall convey or cause to be conveyed to Buyer or his nominee, by a recordable, stamped general warranty deed (the "Deed") with release of homestead rights, good title to the Property, 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 of occupancy restrictions, conditions 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;
- 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.

3. INSTALLMENT PURCHASE

Buyer hereby covenants and agrees to pay Seller in person or by such other method as Seller may designate the Purchase Price payable as follows:

- a. Thirty thousand, and 00/100 dollars (\$30,000.00) plus or minus prorations or adjustments ("Initial Deposit") at the Initial closing;
- b. Eighty thousand and 00/100 dollars (\$80,000) (the "Balance"), in equal monthly installments ("Installment") of six-hundred, sixty six and 67/100 dollars (\$666.67) for 120 months beginning on the first day of the month following the Initial Closing with the final Installment due 119 months after the first Installment. The unpaid Balance shall become due and payable upon the sale, transfer or assignment of this Agreement or the Property by the Buyer.

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4. CLOSINGS

The Initial closing shall occur 10-12-16, 2016, or on any other date upon agreement of the Parties, at the office of Villalobos & Associates. The Final Closing shall occur if and when Buyer has performed all obligations and conditions under this Agreement.

5. POSSESSION

Seller agrees to deliver possession of the Property on the date of the Initial Closing ("Date of Possession"). Buyer shall be responsible for all utilities including gas, electric, water and sewer from and after the Date of Possession.

6. ABANDONMENT

Fifteen 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 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 Seller's remedies set forth in paragraph 11, Seller 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 Seller without additional payment by Seller to Buyer.

7. TITLE

The conveyance to be made by the Seller shall be subject to the following:

- a. General Taxes for the year in which the Agreement is executed and subsequent years;
- b. All taxes, special assessments and special taxes levied after the date of the Articles of Agreement for Deed;
- c. The rights of all persons claiming by, through and under the Buyer;
- d. Easements of record, if any;
- e. Building, building line and use or occupancy or liquor restrictions, conditions and covenants of record, and building and zoning laws and ordinances; and
- f. All acts of Buyer and her assigns and successors in title.

8. ESCROW

Prior to the date set for the Initial Closing, the Buyer and the Seller shall establish an escrow with Raul Villalobos & Associates, for the purpose of depositing into said escrow all the documents and other agreed upon items as may be required to deliver title to the Buyer after completion of the terms and conditions of this Agreement. The Buyer and the Seller may designate a party to sign said escrow on their behalf and to make such deposits as agreed. The following items shall be deposited into the escrow:

- a. Bill of Sale
- b. Affidavit of Title;
- c. State of Illinois Transfer Declaration;

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- d. Cook County Transfer Declaration;
- e. City of Chicago Transfer Declaration;
- f. A Contract Purchasers Title Policy Commitment from the Title Company;
- g. ALTA Statement;
- h. Closing Statement; and
- i. Any other items upon agreement of the Parties.

In the event a party to this Agreement declares a forfeiture, the terms and conditions of the Escrow shall apply and said Escrow Agreement is incorporated herein by reference. The parties herein shall each pay one half of the cost of the escrow.

After delivery of possession and delivery of the documents into the escrow by Seller and after all required payments, plus or minus prorations, required by the Buyer, Seller shall cause a Contract Purchaser's Title Policy pursuant to the aforementioned commitment to be issued in the names of the Seller and Buyer as their respective interests appear and shall deliver an original of same to Buyer. All later title changes and policies shall be the responsibility of the Buyer.

9. REPRESENTATIONS AND WARRANTIES

- a. Seller represents and warrants to Buyer:
 - i. There is no condemnation proceeding with regard to all or any part of the Property and, to the best of Seller's knowledge, there is no such proceeding contemplated by any governmental authority.
 - ii. To the best of Seller's knowledge, there is no violation of any restriction, condition or agreement contained affecting the Property. All necessary easements for ingress and egress to the Property have been granted and are of record.
 - iii. The Property have not, to the best of Seller's knowledge, ever been utilized to release, discharge, generate or store any toxic, hazardous, pesticide or radioactive substances or material, as such terms are defined by the United States Environmental Protection Agency or the Illinois Environmental Protection Act or the regulations issued pursuant to such Act. To the best of Seller's knowledge and belief, there are no hazardous wastes, underground tanks, or any other environmentally hazardous condition located on or underneath the Property, and no asbestos has been used in the construction of any of the improvements located on the Property, nor in any renovation or rehabilitation thereof or additions thereto. The Property do not, to the best of Seller's knowledge, contain asbestos or fiberglass insulation and do not violate any local, state or United State Governmental Protection Agency regulation, statute or ordinance. The property is not located in a flood plain.
 - iv. All of the equipment, machinery, fixtures, appliances and mechanical units located on said real estate, including but not limited to, heating, sewer, electrical, water and other utility and mechanical systems, are property of the Seller, free and clear of any liens, judgements or encumbrances and may be freely transferred via Bill of Sale.

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- v. There are no existing contracts relating to said real estate, which cannot be canceled by Buyer at any time after the closing, without cost of any kind to Buyer.
 - vi. Neither Seller nor any agent of Seller has received any notice from, or on behalf of, the existing insurance carriers with respect to the Property indicating that insurance rates will be substantially increased, that there will be no renewal of the existing policies or that alterations in the improvements on the Property are required.
 - vii. There are no executed contracts, options or other agreements regarding the sale of the Property currently in existence, nor shall Seller enter into any such contracts or agreements, after the date thereof.
 - viii. There are no service or maintenance contracts, management agreements currently in effect which will not terminate as of the closing.
 - ix. Seller has the power to enter into this Agreement and is duly authorized to execute and deliver this Agreement and to perform all duties and obligations imposed upon it hereunder.
 - x. No violations as described in this Section of the Agreement exist. In the event that any such violations arise after the date hereof, Seller shall promptly so notify Buyer.
 - xi. Seller is not in default and is current with all payments due to their mortgage lender(s) and that the existing principal amount due under the current mortgage is less than the amount due by Buyer to Seller per 1 [b], above.
 - xii. Seller understands that all representations herein contained are material and are being relied upon by Buyer and shall be deemed remade at closing. In the event that a breach of any of the representations herein made occurs prior to closing, the Buyer shall have the right, in his sole discretion, to declare this Agreement null and void, in which event the earnest money shall be returned to Buyer and neither party shall have any further liability to the other. All covenants, representations, and warranties made in this Agreement shall be deemed to be remade at closing. The benefits and burdens thereof shall accrue to all successors and assigns regardless of priority.
- b. The Seller agrees that he shall not refinance the Property without the prior written consent of the Buyer, which consent may be withheld for good cause.

10. REAL ESTATE TAXES AND CHARGES

At the Initial Closing, Seller shall provide a credit for unpaid real estate taxes for the period prior to the Initial Closing equal to the 100% of the last ascertainable tax bill until the date of the Initial Closing.

After the Initial Closing, Buyer shall be solely responsible for paying the real estate taxes, water and sewer fees, garbage fees, and any other charges and any late fees, interest, or penalties thereafter ("Property Taxes and Charges"). Buyer shall pay Property Taxes and Charges immediately in full directly to the entity issuing a bill for same when due so as not to cause late fees, penalties, or other liens

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or encumbrances to be placed or levied against the Property. Buyer shall provide proof of payment of Property Taxes and Charges two times per year no later than 30 days after the issuance of each Cook County tax bill. Upon failure of Buyer to pay Property Taxes and Charges, Seller may pay any amounts due or overdue including any fees, fines, penalties, or other encumbrances and liens and Buyer shall pay Seller such amounts within 30 days of payment by Seller plus ten percent (10%) per annum thereon from the time of payment by Seller, which shall be added to the unpaid balance; and until fully repaid by Buyer, this Agreement shall be in Default. Buyer shall also pay Seller for any associated costs, expenses, or inconvenience suffered by Seller as a result Buyer's failure to pay Property Taxes and Charges.

11. RECORDING

This Agreement or a Memorandum thereof, may be recorded immediately in the office of the Recorder of Deeds for Cook County, Illinois, at Buyer's sole expense.

12. AS-IS CONDITION

Buyer agrees that the property is being purchased in **AS-IS CONDITION**, at the date of this Agreement, and that he shall, at his own cost and expense, maintain said property in as good order and repair as it is on the date of this Agreement, reasonable wear and tear excepted. If Buyer fails to make any repairs, or commits or permits waste, the Seller, after thirty (30) days written Notice to Buyer may elect to make such repairs and the cost thereof shall be payable to the Seller, with interest at fifteen percent (15%) per annum until paid. If Seller has reasonable grounds to believe that necessary repairs have not been made or that waste has been or is being committed, Seller reserves the right to inspect the property upon reasonable written notice to Buyer.

13. INDEMNIFICATION

Buyer shall defend, indemnify and hold harmless the Seller and the subject Property, including Seller's interest in said Property, free and clear from liability against any and all mechanics liens or other expenses or damages resulting from any repairs, renovations or other work or improvement on the real estate by the Buyer, including the costs of defense and reasonable attorney's fees and court costs.

14. WAIVER OF LIENS

Every contract for repairs and improvements on the Property, or any part thereof, shall contain and express, full and complete waiver and release of any and all lien or claim or right of lien against the Property and no contract or agreement, oral or written, shall be made by Buyer for repairs or improvements upon the Property, 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 of the plans and specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller.

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15. ASSIGNMENT

Buyer shall not transfer or assign this Agreement or his interests herein or permit any transfer by judicial or execution sale without first having obtained Sellers written consent thereof, which will not be unreasonably withheld in the event a subsequent purchaser or assignee exhibits the financial ability to assume the financial obligations hereunder. Any such assignment, sale or transfer without such previous consent, shall not vest in the transferee, vendee or assignee any right, title or interest herein or hereunder or in said Property but shall render this Agreement null and void at the election of the Seller and the entire indebtedness secured thereby shall become due and payable immediately. This Article shall not apply in the event of the death of the Buyer.

16. MODIFICATION

No extension, change, modification or amendment to or of this agreement of any kind shall be made or claimed by the Buyer, and no notice of any extension, change, modification, or amendment, made or claimed by Buyer, shall have any force or effect whatsoever unless it shall be endorsed in writing by all parties to this Agreement.

17. FORFEITURE

In the event this Agreement shall be declared null and void by Seller as a result of a default, breach or violation by the Buyer in any of the provisions hereunder, this Agreement shall be null and void and be so conclusively determined by the filing by the Seller of a written declaration of forfeiture hereof in the Recorder's office of said County and with a copy of the Buyer or to such parties as may be designated hereunder.

18. NOTICES

All notices required hereunder must be sent either certified or registered mail, return receipt requested as follows:

To the Seller:

Raul A. Villalobos
1620 W. 18th

To the Buyer:

Chgo IL 60608
Esten Salvador
5435 So Spaulding chgo ILL 60632

19. DEFAULT

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If Buyer fails to make any payment hereunder when due and fails to cure such default within five (5) days after receiving written notice thereof from Seller, or if Buyer fails to cure any other default within thirty (30) days after the receipt of written notice thereof from Seller, either of which shall constitute an Event of Default, then:

- a. Seller may, subject to any cure provisions provided to Buyer in this Agreement, terminate this Agreement and all rights and interest of Buyer by virtue hereof by serving on Buyer and Escrowee, an affidavit ("Affidavit") executed by Seller setting forth the Event(s) of Default, the date that the initial written notice of default described above was served upon Buyer and the date of termination. In that event, Seller shall have the right to re-enter and take possession of the Property and to dispossess and expel Buyer and all persons in possession therefrom by any lawful means, subject to the provisions of the Forcible Entry and Detainer Article of the Code of Civil Procedure and the rights of Buyer as provided in the Article.
- b. Notwithstanding the foregoing, if Buyer is unable to cure a non-monetary default within said thirty (30) day period, it shall not be an Event of Default hereunder if Buyer commences to cure such default with said thirty (30) day period and continues thereafter to take action to cure such default. If Buyer fails to make any payment or to perform any act for which it is obligated hereunder, the Seller may, but is not required to, make such payment or perform such act. All sums paid by the Seller, including all interest and penalties and necessary expenses, costs and reasonable attorneys' fees, shall bear interest from the time of such payment at the rate of 12% per annum and shall be payable within fourteen (14) days of written demand by the Seller to the Buyer. The Seller's action in making any such payment or performing any such act shall not be a waiver or release of the Buyer's obligations with respect thereto.

20. IMPROVEMENTS

In the event of the termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, which may be put upon the Property shall belong to and be a part of the property of Seller without liability or obligation upon Seller's part to account to Buyer therefore or for any part thereof.

21. ATTORNEY'S FEES

In the event either party is required to enforce this Agreement, either through lawsuit or otherwise, that party prevailing the enforcement action shall recover from the opposing party all costs, expenses, including court costs and reasonable attorney fees, incurred in enforcing or on account of the provisions hereof, and all such costs, including the said court costs, attorney fees, and all other costs and expenses may be included in and form a part of any judgment entered in any proceeding brought by either party. The Buyer shall be liable for all attorney fees incurred by Seller in the enforcement of this Agreement or

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as a result of any action, citation, ordinance violation, or other legal proceeding relating to the Property by a third party against Seller and until such fees are paid in full in addition to such other sums which may also be due, any breach or default of this Agreement shall not be considered cured until said legal fees are paid.

22. SINGULAR PLURAL FORM

If there be more than one person designated as "Seller" or "Buyer", such word or words, however used herein and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as plural.

23. DOCUMENTS AT FINAL CLOSING

At the time of the final closing when the Deed is transferred, Sellers shall furnish an affidavit of Title and sworn statement that the property is free from mechanic's liens resulting from labor or materials furnished to the Property at the instance of Seller. Seller shall also execute an ALTA Statement as required by the Title Insurance Company. The Buyer shall furnish to the title insurance company any and all necessary general contractor's statements, owner's statements or affidavits, waivers of lien, or such other supporting documentation for any and all remodeling work that was performed or contracted for at the instance of Buyer prior to the date of delivery of title from Seller to Buyer.

24. CONTROLLING LAW

This agreement shall be governed by the laws of the State of Illinois regardless of the residence of the Seller or Buyer and that the Circuit Court of Cook County, Illinois is proper venue and jurisdiction for all matters.

25. SUCCESSORS

This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing contained in this paragraph shall be construed as consent by the Seller to any assignment of this Agreement or of any interest therein by the Buyer except as provided in this Agreement

26. TIME IS OF THE ESSENCE

Time is of the essence of this Agreement. In the event that either the Initial Closing or the Final Closing is delayed due to the fault of the Buyer, Seller may, upon written notice from Buyer, agree to extend the date of either closing. Such agreement by seller shall in no way be a waiver of any right under this Agreement nor shall it excuse Buyer from timely performing its obligations under this Agreement.

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27. BUYER TO MAINTAIN

Buyer agrees to keep the Property and any improvements thereon in good repair at all times prior to the Final Closing. Buyer shall be solely responsible for making all necessary repairs and maintenance in compliance with all local and state laws. If the Property is not kept in good repair, Seller may, at his sole option: 1. enter the Property, himself or through agents, employees or contractors, to perform such repairs without terminating the Agreement and without interfering with Buyer's possession of the Property, and Buyer agrees to pay Seller, within 15 days of such work, the cost and expense for performing the repairs, or 2. Notify Buyer to make the repairs such that the Property is restored to good repair within 30 days of receiving such notice. If Buyer fails to make such repairs, Seller may terminate the contract. Buyer shall be solely liable for any fees, fines, or penalties, assessed as a result of the condition of the Property. Seller is authorized to make inspections of the Property with or without notice to ensure compliance with this section.

28. LATE FEES

Buyer shall pay a late charge of five percent (5%) on all payments received more than ten (10) days after they are due. The total cumulative amount in default each month shall be subject to such five (5%) percent interest.

29. WAIVER

The waiver of any breach of the Agreement by either party shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or another provision of this Agreement. The delay or omission by the Seller to exercise any right or power provided by this Agreement shall not constitute a waiver of such right or power, or acquiescence in any default on the part of the Buyer. The acceptance of any payments made by a party in a manner or time other than as required by the terms and conditions of this Agreement shall not be construed as a waiver or variation of such terms and conditions. Each party may exercise every right and power under the Agreement at any time during the continuance of a default, or upon the occurrence of any subsequent default.

30. MISCELLANEOUS

- a. Seller shall continue to maintain fire and extended casualty insurance on the improvements to the Property included in this sale for the full value of those items, and Buyer shall reimburse the Seller for the premiums for the insurance. The insurance shall be maintained in a qualified and rated insurance company or companies. In the event that, prior to that date, any portion of the Property are destroyed by fire, or other casualty (due to no fault of the Buyer) or are taken or proposed to be taken through condemnation and

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the cost of repairs necessitated by said casualty or condemnations equals or exceeds \$5,000. Seller shall assign to Buyer at the time of closing, all rights to the insurance proceeds and/or condemnation awards for the Property.

- b. Seller, at his own cost, shall deliver to Buyer; a staked survey of the Property showing all corners marked and/or flagged, prepared by a licensed Illinois Land Surveyor and dated not more than 90 days prior to the Final Closing date.
- c. Seller shall deliver at the Final Closing Certificates of Seller confirming Seller's status under Section 1445 of the Internal Revenue Code.
- d. The parties represent that no brokers have been utilized or consulted with by either party with regard to the Property.
- e. Seller agrees to assign all leases to Buyer at the closing and all rents and security deposits shall be prorated at the closing.
- f. Seller agrees to participate in a like kind exchange pursuant to Section 1031 of the Internal Revenue Code, on behalf of the Buyer; provided that the Buyer is responsible for all costs and expenses associated with the like kind exchange.
- g. This Agreement is the entire agreement between the Parties that supersedes any prior understanding or agreement and neither Party is relying on any oral representations, warranties, or covenants in order to sign this Agreement.

**IT IS AGREED AND UNDERSTOOD THAT
IN THE EVENT THIS DOCUMENT SHALL BE IN
CONFLICT WITH ILLINOIS MORTGAGE FORECLOSURE ACT,
THE TERMS OF SAID ACT SHALL CONTROL.**

IN WITNESS WHEREOF, the Parties acknowledge that they have read the foregoing instrument, that they understand the terms, conditions and obligations thereunder and therefore have caused this Agreement to be executed on the date first written.

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Buyer

Kristen Schroeder

Dated 10-12-16

Buyer

X Mr. J. [Signature]

Dated 10-12-16

Seller

Seller

THIS DOCUMENT WAS PREPARED BY

Villalobos & Associates
1620 W 18th street
Chicago, IL 60608
312-666-9982

Property of Cook County Clerk's Office