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ARTICLES OF AGREEMENT FOR WARRANTY DEED

Articles of Agreement made this 1st day of September, 2014 between Creative Solutions Realty, (hereinafter called the "Seller") and Dave Ashley and Manuel Jones (hereinafter called the Purchaser").

WITNESSETH:

That 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 said Purchaser, at the time and in the manner hereinafter set forth, Seller will convey to Purchaser by Warranty Deed, the real estate commonly known as 1632 Euclid Ave., Chicago Heights, Illinois 60411, and legally described as per Rider attached hereto and designated Scheduled "A", together with all buildings and improvements thereon, if any, SUBJECT TO:

- A. Building, building line and use or occupancy restrictions, conditions and covenants of record;
- B. Zoning and building laws or ordinances;
- C. Taxes for the year 2014 and subsequent years;
- D. Party wall rights and agreements, if any;
- E. Roads, highways and easements;
- F. Acts done or suffered by the Purchaser or anyone claiming by, through, or from the Purchaser;

Purchaser covenants and agrees to pay to Jean Morias, or to such person as the Seller may from time to time designate in writing, the sum of \$67,500.00 in the following manner:

\$20,000.00 Dollars upon the execution hereof, receipt of which is hereby acknowledged by Seller and the balance as set forth in Schedule "B".

1. When the covenants and agreements herein contained have been performed by the Purchaser, providing that all fees and costs due to Seller have been paid in full, Seller shall issue its Trustees Deed subject to the conditions herein set forth to the grantee in said Trustees Deed.
2. Seller agrees to furnish to Purchaser a Contract Purchasers title commitment at the time of execution of this Agreement evidencing title in the name of Seller. The Purchaser and Seller shall not suffer or permit any mechanics lien or other lien to be attached to or be against or upon the property aforesaid, which may or might be superior to the right of the titleholder.
3. The 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 right of the title holder.



1719247192

Doc# 1719247192 Fee \$82.25

RHSP FEE:\$9.00 RDRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 07/11/2017 02:58 PM PG: 1 OF 7

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D.A.

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Manuel Jones
E.J.

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4. Each and every contract for repairs or improvements on the premises aforesaid, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim of lien against the property herein agreed to be conveyed, and no contract or agreement, oral or written shall be executed by the Purchaser for repairs or improvements upon the property aforesaid, except if the same contain such express waiver or release of lien upon the part of the party contracting, and a copy of each and every such contract shall be promptly delivered to the beneficiaries of the title holder.
5. The Purchaser shall not transfer, pledge or assign this Agreement or any interest herein or hereunder, without first obtaining the prior written consent from Seller not shall the Purchaser lease said premises, or any part thereof, or consent to or approve any sublease or assignment of lease thereof, without first obtaining the prior written consent of the Seller. 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, pledgee, assignee, lessee or sub-lessee, but Seller may, at their exclusive option, declare this Agreement null and void and invoke the provisions of this Agreement relating to forfeiture hereof.
6. No right, title, or interest, legal or equitable, in the premises described herein or in any part thereof, shall vest in the Purchaser until said Warranty Deed, as herein provided, shall be delivered to the Purchaser.
7. No extension, change, modification, or amendment of any kind or nature whatsoever, to or of this instrument shall be made or claimed by Purchaser, and no notice of any extension, change, modification, or amendment, made or claimed by the Purchaser, shall have any force or effect whatsoever unless the same shall be reduced to writing and be signed by the parties hereto.
8. During the existence of the Agreement, Purchaser agrees to keep all buildings which may at any time be on said premises insured, at Purchaser's expense, in the name of the Seller, against all loss by fire, lightning, windstorm and hail (or such risks as are usually and ordinarily included in policies of fire insurance with extended coverage, including vandalism and malicious mischief) in companies acceptable to title holder, in a minimum amount equal to the total purchase price hereinbefore stated. Purchaser further agrees to procure, at his own expense, insurance protecting Seller against loss due to accidents to persons in and about the premises, in amounts not less than \$250,000.00 for one person and \$500,000.00 for any one accident. All said insurance policies shall be delivered to and held by Seller and evidence of payment of the premiums for said policies

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of insurance shall also be submitted to Seller. Should any insurance required hereunder not be provided as aforesaid and at the time hereinabove specified, or should said insurance be cancelled by the insurance company for any reason whatsoever, Seller may at their option either

- (a) Place such insurance, if obtainable, and charge the cost of same to the Purchaser; or
 - (b) Require the Purchaser, on demand, either not to enter upon such use or occupancy or to cease such use and occupancy forthwith, as the case may be, and in default or compliance therewith by said Purchaser, the Seller may forthwith invoke the provisions of this Agreement relating to forfeiture hereof.
9. In case of the failure of the Purchaser to make any of the payments, or any part thereof, 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, this contract shall, at the option of Seller, be forfeited and determined and the Purchaser shall forfeit all payments made hereunder and such payments shall be retained by Seller in full satisfaction and as liquidated damages by the beneficiaries of said trust sustained, and in such event Seller shall have the right to re-enter and take possession of the premises described herein.
 10. In the event of the termination of this Agreement by lapse of time forfeiture or otherwise, all improvements, whether finished or unfinished, on the premises aforesaid which may be put upon said premises by the Purchaser shall belong to and be the property of Seller without liability or obligation on Seller's part to account to the Purchaser therefor or for any part thereof.
 11. The Purchaser shall pay to the Seller all costs and expenses, including attorney's fees, incurred by the Seller in any action or proceeding to which the Seller may be made party by reason of being party to this Agreement, and the Purchaser will pay to the Seller all costs and expenses, including attorney's fees, incurred by the Seller in enforcing any of the covenants and provisions of this Agreement and incurred in any action brought by the Seller against the 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 form a part of any judgment entered in any proceeding brought by the Seller against the Purchaser on or under this Agreement.
 12. It is further expressly agreed between the parties hereto that the remedy of forfeiture herein given to the Seller shall not be exclusive of any other remedy, but that the Seller, shall in case of default or breach, or for any reason herein contained have every other remedy given by this Agreement and by law or equity, and shall have the right to maintain and prosecute and every such remedy,

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- contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.
13. Purchaser has examined the improvements, if any, now existing on said premises prior to and as a condition precedent to his acceptance and the execution hereof, and is satisfied with the physical condition thereof, and his taking possession thereof shall be conclusive evidence of his receipt thereof in good order and repair, except as in this Agreement otherwise specified, 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.
14. In the event the premises hereinabove described are improved with a structure or structures, Purchaser covenants and agrees to keep the said premises and appurtenances thereto in good repair and in a clean, slightly and healthy condition, all according to the statutes and ordinances in such cases made and provided, now, or thereafter enacted, all at his own expense. Purchaser shall make all necessary repairs and renewals upon said premises and replace broken glass, globes, fixtures of every kind with material of the same size and quality as that broken, and when necessary, will paint the exterior of the window and door sashes, and porches, and make any and all necessary repairs to the roof and exterior walls and to the interior of the premises hereinabove described, all at his own expense. If, however, the said premises shall not be thus kept in good repair, and in a clean, slightly and healthy condition by Purchaser, as aforesaid, Seller may either (a) enter same, themselves, or by their agents, servants, or employees, without such entering causing or constituting a termination of this Agreement or an interference with the possession of the premises by the Purchasers, and make the necessary repairs and do all the work required to place said premises in good repair and in a clean, slightly and healthy condition, and Purchaser agrees to pay to Seller as so much additional purchase price for the said premises, the expenses of Seller in making the said repairs and in placing the said premises in a clean, slightly, and healthy condition; or (b) notify the Purchaser to make such repairs and to place said premises in a clean, slightly, and healthy condition within ten days of such notice; and, upon default by Purchaser complying with said notice, then Seller, at their option, declare this Agreement forfeited and determined as in this Agreement provided.
15. In the event that the Seller shall fail to make payments on any existing mortgage, the Purchaser shall have the right to make such payments and deduct such payments made from the existing balance due on this contract for Warranty Deed or deduct from the monthly payments due

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hereunder. Seller shall exhibit receipts for payments made to any mortgagee upon reasonable requests of Purchasers.

- 16. The Purchaser shall comply with all federal, state and municipal laws, ordinances and regulations relating to the operation of the property and will not permit said property to be used for any indecent or immoral purposes. The Purchaser shall not permit waste to be committed or suffered on said premises.
- 17. If there be more than one person designated herein, and the verbs and pronouns associated therewith, although expressed in singular shall be read and construed as plural. Wherever the masculine gender is used herein it shall also be read and construed as the feminine as the case may be.
- 18. 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.
- 19. All notices and demands herein required shall be in writing. The mailing of a notice by registered mail to the Seller at C/O Jack G. Bainbridge, Bainbridge Law Offices, 1835 Dixie Highway-Suite 202, Flossmoor, Illinois 60422, or to the Buyer at 1832 Euclid Ave., Chicago Heights, Illinois shall be sufficient service thereof.
- 20. Executed duplicate or photocopies of this contract shall have the same force and effect as an original hereof.

Creative Solutions Realty, Inc.

By: [Signature]
its President

[Signature]
Dave Ashley
[Signature]
Manuel Jones

dated 08/27/14

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E.J.

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SCHEDULE A

LEGAL DESCRIPTION

LOT 26 IN BLOCK 218 IN CHICAGO HEIGHTS, A SUBDIVISION IN SECTION 29 TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 30, 1894 AS DOCUMENT NUMBER 2080510 IN BOOK 63 OF PLATS PAGE 25 ALL IN COOK COUNTY, ILLINOIS.

PIN: 32-29-103-021-0000

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SCHEDULE B

1. The principal balance of FORTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$47,500.00) shall be payable to seller with interest amortized over ten (10) years at 7.75% with monthly payments of principal and interest payable in the sum of FIVE HUNDRED SEVENTY AND 05/100 DOLLARS (\$570.05) per month. Purchaser shall be allowed to prepay the principal balance and any accrued interest due to Seller at any time without penalty. The first payment from Purchaser shall be due on October 1, 2014.
2. In addition to principal and interest the Purchaser shall pay the general real estate taxes beginning with the 2014 first installment tax bill due in March 2015. Purchaser shall also provide Seller with proof of public liability insurance on an annual basis and add Seller to the insurance policy as an "additional insured."

[Handwritten signature]

Emmanuel Jones
Dave Ashey

D.A.

E.J.

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