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BY AND AFTER RECORDING SHOULD  
BE RETURNED TO:

TRESSLER LLP  
233 SOUTH WACKER DRIVE  
22ND FLOOR  
CHICAGO, IL 60606  
ATTN: MICHAEL J PETERS

 *1731345068*
Doc# 1731345068 Fee \$54.00
RHSP FEE:\$9.00 RPRF FEE: \$1.00
KAREN A. YARBROUGH
COOK COUNTY RECORDER OF DEEDS
DATE: 11/09/2017 02:33 PM PG: 1 OF 9

(Reserved for Recorder's Use Only)

## ARTICLES OF AGREEMENT FOR DEED

THIS ARTICLES OF AGREEMENT FOR DEED (the "**Agreement**") is made this 3<sup>rd</sup> day of November, 2017 (the "**Effective Date**") by and between Eric Mitchell and Angela Barnes "wife of Eric Mitchell" of 17340 Lorenz Ave, Lansing, IL 60438 (the "**Buyer**") and The Chicago Trust Company as Successor Trustee to First National Bank of Illinois, a National Banking Association, as Trustee under the provisions of a trust agreement dated the 16<sup>th</sup> day of September, 2005 and known as Trust Number 5923 (the "**Seller**"). The Seller and the Buyer are sometimes individually referred to herein as a "**Party**" or collectively as the "**Parties**".

### RECITALS

**WHEREAS**, the Seller is the owner of the real estate commonly known as 17641 Burnham Ave, Lansing, Illinois 60438 (the "**Property**"), and more accurately described on **Exhibit A**, which is attached hereto and incorporated herein by this reference; and

**WHEREAS**, the Buyer wishes to purchase the Property from the Seller and the Seller wishes to sell the Property to the Buyer.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to the following:

- 1. RECITALS**. The Recitals above are hereby incorporated into this Agreement as if fully set forth herein.
- 2. PURCHASE PRICE**. The Buyer shall purchase the Property from the Seller for EIGHTY-SIX THOUSAND AND 00/100 DOLLARS (\$86,000.00) (the "**Purchase Price**") payable as follows:
  - A. Down Payment**. On the Effective Date, the Buyer shall pay to the Seller EIGHT THOUSAND AND 00/100 DOLLARS (\$8,000.00);
  - B. Monthly Installment**. The balance of the Purchase Price, SEVENTY-EIGHT THOUSAND AND 00/100 DOLLARS (\$78,000.00) to be paid at the rate of NINE percent (9.00%) amortized over a thirty (30) year period with equal monthly installments of \$627.61. Each monthly installment will be due on the 3<sup>rd</sup> of the month and payable to the Seller by certified check at 3611 176<sup>th</sup> Place, Lansing, IL 60438. Provided; however, if the interest rate for the monthly installment shall

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exceed any interest rate allowed under Illinois or Federal law for the type of transaction described hereunder, then the excess interest shall not be refunded to the Buyer, but instead applied to the unpaid balance of the Purchase Price.

- C. Final Payment.** The final payment of the Purchase Price and all accrued but unpaid interest and other charges as hereinafter provided, if not sooner paid shall be due on the 3<sup>rd</sup> day of May 2020.
- D. Application of Payments.** All payments received hereunder shall be applied in the following order of priority: first, to pay any delinquent taxes, liens or assessments on the Property; second, to pay any premiums required for insurance provided herein; third, to any other charges owed by the Buyer to the Seller under this Agreement; fourth, to interest accrued and owing on the unpaid principal balance of the Purchase Price; and fifth to reduce said unpaid principal balance of the Purchase Price.
3. **PERSONAL PROPERTY.** Along with the real estate described on Exhibit A, the Property will also include the following personal property (the "**Personal Property**"): *Pro-Com gas fireplace in living room, Magic Chef stove in kitchen, Frigidaire refrigerator in kitchen, washer and dryer in laundry room, battery backup system with 2 batteries in laundry room and 2 garage door openers.* The Personal Property will be transferred to the Buyer in as-is condition at the Closing (defined later) through a Bill of Sale in substantially the same form as attached here as **Exhibit B**. Until the Closing, the Personal Property will remain property of the Seller and is not to be removed from the Property without the prior written permission of the Seller.
4. **THE DEED.** If the Buyer shall first make all payments and perform all the covenants and agreements in this Agreement required to be made and performed by the Buyer at the time and in the manner herein set forth Seller shall convey or cause to be conveyed to the Buyer a warranty deed (the "**Deed**") made of as of the Effective Date. 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 aforesaid.
5. **CLOSING.** Subject to Section 4, the Deed shall be conveyed to the Buyer for recording on the 3<sup>rd</sup> day of May 2020 the ("**Closing**"). Along with the Deed, the Parties hereto will exchange all usual and customary documents required by the Title Company to transfer title to the Property. The Buyer and the Seller shall pay their usual and customary costs at closing including any transfer stamps. Further, the cost of any date down or update fee to the Title Policy and premium for any lender's title policy will be the sole responsibility of the Buyer. The Buyer shall be responsible for recording the Deed and all charges associated therewith.
6. **POSSESSION.** Possession of the Property will be granted to the Buyer from and after the Effective Date and Down Payment received. **The expected move-in and possession date is November 3<sup>rd</sup>, 2017.**
7. **SURVEY.** The Buyer may obtain a survey for the Property at Buyer's sole discretion and expense.
8. **TITLE.** The Seller shall furnish or cause to be furnished to the Buyer an owner's policy for the Property on the Effective Date from Chicago Title Insurance Company (the "**Title Policy**"). The Seller shall pay the premium for the Title Policy. However, any updates or any additional fees to the Title Policy after the Effective Date shall be the sole responsibility and obligation of the Buyer. For the sake of clarification, the Buyer will be solely responsible for any lender's premium and endorsements required for any loan the Buyer will seek for the Property. Seller upon delivery of possession after the Effective Date shall have no further obligations with respect to the title or to furnish further evidence thereof.

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9. **CERTIFICATE OF COMPLIANCE.** Pursuant to the Dwelling Unit Installment Contract Act, 765 ILCS 75/1 *et seq.*, the Seller hereby warrants that there is no notice from any city, village, or other governmental authority of any Dwelling code, as defined in the Act, violation which existed in the Property before the Effective Date, and before execution of this Agreement, which has been received by the Seller, the Seller's principal or the Seller's agent within 10 years of the Effective Date, or, if such violation has been received, the Seller has provided to the Buyer a list of all such notices with a detailed statement of all violations referred to in such notice.
10. **BUYER'S REPRESENTATIONS.** The following representations, guarantees and covenants are made by the Buyer:
- a. The Buyer shall keep and maintain the Property in at least as good of a condition as it is on the Effective Date, ordinary wear and tear excepted;
  - b. The Buyer shall make all necessary repairs and renewals upon the Property including, by way of example and not of limitation, interior and exterior painting, window glass, heating and venting systems, air conditioner unit(s), plumbing and electrical work, roof, etc;
  - c. The Buyer shall make all repairs or renewals in a safe and workmanlike manner and with all appropriate permits;
  - d. The Buyer shall be solely responsible for all maintenance, repairs and renewals and all costs thereof;
  - e. The Buyer shall not permit any nuisance of Village of Lansing code violations to exist on the Property; and
  - f. The Buyer will not make any major improvements to the Property without first obtaining written permission from the Seller.
11. **INSURANCE.** The Buyer shall obtain such property insurance satisfactory to the Seller in Seller's sole reasonable discretion in an amount not less than the Purchase Price, such insurance shall name the Seller as an additional insured and shall provide the Seller at least 30 days written notice prior to any cancellation.
12. **SELLER'S RIGHT TO MAKE REPAIRS.** If the Buyer fails to make any necessary repair or renewal as required under this Agreement, then the Seller shall have the option to either (1) enter the Property, after providing the Buyer 30 days' written notice of the same, with any agents or contractors in order to make the repairs and renewals and all costs incurred by the Seller in making such repairs and renewals shall be added to the principal of the Purchase Price; or (2) provide the Buyer with written notice stating that they have 30 days to make the necessary repairs and renewals or the Seller will have the right to declare the Buyer to be in default under this Agreement.
13. **AS-IS.** The Buyer is purchasing the property in "as-is, where-is" condition as of the Effective Date. The Parties hereto both acknowledge that the Buyer has had ample time to investigate the Property with any inspector of the Buyer's choosing.
14. **CASUALTY AND DAMAGE.** The Purchaser assumes the risk of any casualty or condemnation of the Premises arising after the Effective Date. All insurance proceeds or awards from any damage or condemnation will be applied to the outstanding balance of the Purchase Price with any excess being the property of the Buyer.
15. **REAL ESTATE TAXES.** The Seller shall pay the real estate taxes when due provided the Buyer shall be solely responsible for paying all real estate taxes, including any special assessments, against the Property from and after the Effective Date. Each month, on the 3<sup>rd</sup> of the month, the Buyer will deposit with the Seller \$340.00 which represents the estimate of

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1/12 of the real estate taxes owed for the Property for that year. Provided; however, that if Buyer's monthly deposits for real estate taxes do not cover the full amount of real estate taxes due, then Buyer shall immediately forward to the Seller any shortfall. Further provided that if the Buyer's monthly deposits for real estate taxes are in excess of the amount of real estate taxes due then Seller shall credit such excess towards the unpaid balance of the Purchaser Price. At Closing, the Seller shall provide to the Buyer the taxes paid hereunder for the calendar year of the Closing (i.e. the taxes paid to the Seller under this paragraph in calendar year 2020, where tax year 2020 will be billed in 2021, will be given back to the Buyer at Closing).

- 16. UTILITIES.** The Buyer shall be responsible for all utilities for the Property including, but not limited to: water, gas, electric, cable, internet, etc.
- 17. NO LIENS.** The Buyer shall be solely responsible for paying for and discharging any lien placed against the property for any taxes, utilities, parts, mechanics or laborers. Notwithstanding anything here to the contrary, if a lien of any nature is filed against the Property, the Seller may take such appropriate action to remove the lien, after providing the Buyer with 30 days written notice of the same, and all funds expended by the Seller to discharge the lien shall be added to the principal of the Purchase Price.
- 18. PROPERTY UPON TERMINATION.** 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 the Property by the Buyer or others shall belong to and become the property of the Seller without liability or obligation on Seller's part to account to the Buyer.
- 19. NO LEASING.** To the maximum extent permitted by law, the Buyer shall not lease the Property or any part thereof to any tenant during the duration of this Agreement.
- 20. DEFAULT.** Upon a default by either Party, the non-defaulting Party shall have all rights and remedies available to them in law and in equity. All rights and remedies 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 or in equity.
- 21. TIME OF THE ESSENCE.** Time is of the essence in this Agreement and every provision hereof. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.
- 22. INDEMNIFICATION.** To the fullest extent permitted by law, Buyer agrees that it will protect, save and keep the Seller forever harmless and indemnified against all injuries, damages, losses, costs, and expenses imposed for any violation of any federal, state or local laws or ordinances, arising out of this Agreement or occurring on the Property. To the fullest extent permitted by law, they Buyer acknowledges that the Buyer enters and occupies the Property at Buyer's own risk and releases Seller from any and all warranties, implied or express, by common law or by statute. This section will survive termination of the Agreement for an indefinite period.
- 23. LITIGATION.** This Agreement covers the sale of property located in the State of Illinois, and is to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court in the county where the Property is

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located and the Parties consent to the personal and subject matter jurisdiction of said Court. In the event of any litigation, the prevailing Party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' and paralegals' fees as a result thereof from the non-prevailing Party.

- 24. BROKERAGE.** Both Parties represent and warrant that they have not worked with nor employed any real estate broker, finder or consultant in conjunction with the transaction contemplated herein.
- 25. SECTION HEADINGS.** The headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several sections hereof.
- 26. INVALIDITY OF ANY PROVISION.** If any of the provisions of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 27. MODIFICATION.** This Agreement and the Exhibits attached hereto embody the entire contract between the Parties hereto with respect to the Property and supersede any and all prior agreements and understandings, whether written or oral, and whether formal or informal. No extensions, changes, modifications or amendments to or of this Agreement, of any kind whatsoever, shall be made or claimed by the Seller or the Buyer, and no notices of any extension, change, modification or amendment made or claimed by the Seller or the Buyer shall have any force or effect whatsoever unless the same shall be endorsed in writing and fully signed by both Parties.
- 28. NOTICES.** Any and all notices, demands, consents and approvals required under this Agreement shall be sent and deemed received: (A) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or (B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express) for guaranteed next business day delivery. All notices shall be sent to the Parties as follows:
- |                |  |
|----------------|--|
| To the Seller: | John Kelly<br>3611 176 <sup>th</sup> Place<br>Lansing, IL 60438                                    |
| To the Buyer:  | Eric Mitchell &<br>Angela Barnes "wife of Eric Mitchell"<br>17641 Burnham Ave<br>Lansing, IL 60438 |
- 29. SELLER'S ACCESS.** The Seller may make or cause to be made reasonable entries upon and inspection of the Property, provided that the Seller shall give the Buyer notice prior to any such inspection specifying reasonable cause therefore related to the Seller's interest in the Property.
- 30. NO ASSIGNMENT.** The Buyer shall not transfer, pledge or assign this Agreement without the prior written consent of the Seller which shall not be unreasonably withheld. Any assignment without the prior written consent of the Seller shall be automatically null and void.

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- 31. **RECORDING.** The Parties shall record this Agreement at Buyer's expense.
- 32. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.
- 33. **STATUTORY DISCLOSURES.** The Buyer has received a completed Illinois Residential Real Property Disclosure; the EPA Pamphlet, "Protect Your Family From Lead In Your Home"; a Lead-Based Paint Disclosure; the IEMA, "Radon Testing Guidelines for Real Estate Transactions"; the Disclosure of Information on Radon Hazards and all other disclosure required by law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date

**SELLER:**

The Chicago Trust Company as Successor Trustee to First National Bank of Illinois, a National Banking Association, as Trustee under the provisions of a trust agreement dated the 16<sup>th</sup> day of September, 2005 and known as Trust Number 5923

*Robert T. Bresnahan*

Robert T. Bresnahan  
Vice President and Trust Officer

**BUYER:**

Eric Mitchell,

*[Signature]*

Angela Barnes "Wife of Eric Mitchell"

*Angela Barnes*

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representations, covenant, and undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.



*Karen L Shomer*

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Exhibit A

**LEGAL DESCRIPTION:** LOT 16 (EXCEPT THE NORTH 15 FEET THEREOF); LOT 17 AND LOT 18 IN BLOCK 6 IN AIR PORT ADDITION, A RESUBDIVISION OF THE WEST ½ OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PIN:** 30-29-313-058-0000

**COMMONLY KNOWN AS:** 17641 Burnham Ave, Lansing, IL 60438

Property of Cook County Clerk's Office  
COOK COUNTY  
RECORDS & CLERK'S OFFICE  
RECORDS OF DEEDS

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EXHIBIT 1

## BILL OF SALE

Seller, Trust Number 5923, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, do hereby sell, assign, transfer, and set over to Buyer, Eric Mitchell and Angela Barnes "wife of Eric Mitchell", the following personal property located at 17641 Burnham Ave, Lansing, Illinois 60438:

**All personal property as defined in that particular Articles of Agreement for Deed between the Buyer and the Seller 3<sup>rd</sup> day of November 2017 for 17641 Burnham Ave, Lansing, Illinois 60438.**

Seller hereby represents and warrants to Buyer that Seller is the absolute owner of said personal property, that said property is free and clear of all liens, charges, and encumbrances, and that Seller has full right, power and authority to sell said personal property and to make this Bill of Sale.

*All warranties of quality, fitness and merchantability are hereby excluded.*

IN WITNESS WHEREOF, Seller has signed and sealed this Bill of Sale at on this 30<sup>th</sup> day of October 2017.

**The Chicago Trust Company as Successor Trustee to First National Bank of Illinois, a National Banking Association, as Trustee under the provisions of a trust agreement dated the 16<sup>th</sup> day of September, 2005 and known as Trust Number 5923**

BY: Robert T. Bresnahan  
Robert T. Bresnahan  
Vice President and Trust Officer



*Karen L. Shomer*

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representations, covenant, undertaking or agreement assuming hereunder shall look solely to the Trust estate for the payment thereof.



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Village of Lansing

Patricia Eiklam  
Mayor



Office of the Treasurer

Arlette Frye  
Treasurer

THIS INSTRUMENT PREPARED BY  
AND WHEN RECORDED RETURN TO:

**VILLAGE OF LANSING  
CERTIFICATE OF PAYMENT  
OF OUTSTANDING SERVICE CHARGES**

The undersigned, Village Treasurer for the Village of Lansing, Cook County, Illinois, certifies that all outstanding service charges, including but not limited to, water service, building code violations, and other charges, plus penalties for delinquent payments, if any, for the following described property have been paid in full as of the date of issuance set forth below.

Title Holder's Name: **Michael Kelly & John Kelly**

**3611 176<sup>th</sup> Place**  
**Lansing, IL 60438**

Telephone: **708-474-3734**

Attorney or Agent: **Michael Peter**  
Telephone No.: **312-627-4191**

Property Address: **17641 Burnham Avenue**  
**Lansing, IL 60438**

Property Index Number (PIN): **30-29-313-058-0000**

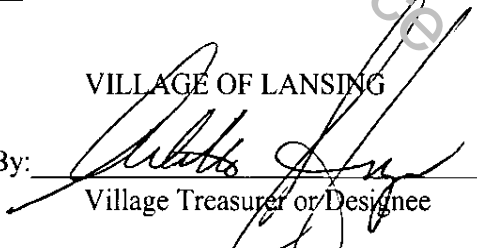
Water Account Number: **117 0200 00 01**

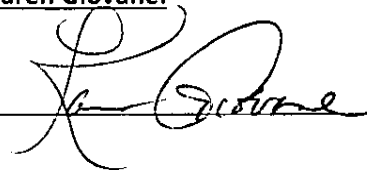
Date of Issuance: **November 2, 2017**

(State of Illinois)  
(County of Cook)

This instrument was acknowledged before  
me on November 2, 2017 by  
**Karen Giovane.**

VILLAGE OF LANSING

By:   
Village Treasurer or Designee

  
\_\_\_\_\_  
(Signature of Notary Public)



THIS CERTIFICATE IS GOOD FOR ONLY 30 DAYS AFTER THE DATE OF ISSUANCE.