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Anton Anton



1735412070

RECORDING REQUESTED BY

NAME: James P. Antonopoulos

Doc# 1735412070 Fee \$66.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/20/2017 01:58 PM PG: 1 OF 15

WHEN RECORDED MAIL TO:

NAME: James P. Antonopoulos

ADDRESS: 5045 N Harlem Avenue

CITY/STATE/ZIP: Chicago, IL 60656

(DOCUMENT WILL ONLY BE RETURNED TO NAME & ADDRESS IDENTIFIED ABOVE)

(SPACE ABOVE FOR RECORDER'S USE)

Articles of Agreement for Deed

(DOCUMENT TITLE)

Property of Cook County Clerk's Office

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ARTICLES OF AGREEMENT FOR DEED

H76259 Anton Accorn
 1) **BUYER, WILFREDO TORO**, 2342 North Kostner, Chicago, Cook, County, State of Illinois 60639, agree to purchase, and **SELLER, ALEX GARCIA and MILAGROS GARCIA**, 1638 North Tripp, Chicago, Cook County, State of Illinois 60638, agrees to sell to Buyer at the PURCHASE PRICE of Two Hundred Seventy Five Thousand Dollars and No/100 (\$275,000.00) the property commonly known as 1911 North Kostner Avenue, Chicago, Illinois 60639 and legally described as follows:

LOT 21 IN SCHEUBERT AND AMBERG'S SUBDIVISION OF THE WEST 307 FEET OF THE NORTH 631.75 FEET OF THE SOUTHEAST ¼ OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel Identification No. 13-34-400-013-0000

(hereinafter referred to as "the premises")

with approximate lot dimensions per survey, together with all improvements and fixtures, if any, including, but not limited to: All central heating, plumbing and electrical systems and equipment; hot water heater; central cooling, humidifying and filtering equipment; fixed carpeting; built-in kitchen appliances, equipment and cabinets; existing storm and screen windows and doors; shades and blinds; attached mirrors, shutters, shelving; all furniture and equipment, and planted vegetation. Refrigerator and stove on 1st floor Apartment

All of the foregoing items shall be left on the premises, are included in the sale price, and shall be transferred to the Buyer by a Bill of Sale at the time of final closing.

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 with release of homestead rights, good title to the premises subject only to the following "permitted exceptions", if any: (a) General real estate taxes not yet due and payable; (b) Existing leases and tenancies; (c) Special assessments confirmed after this contract date; (d) Building, building line and use of occupancy restrictions, conditions and covenants of record; (e) Zoning laws and ordinances; (f) Easements for public utilities; (g) Drainage ditches, feeders, laterals and drain tile, pipe or other conduit; and (h) any liens or encumbrances resulting from Buyer's acts or omissions.

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(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 aforesaid.

3. **INSTALLMENT PURCHASE:** Buyer hereby covenants and agrees to pay to Seller or to such other person or at such other place as Seller may from time to time designate in writing, the purchase price and interest on the balance of the purchase price remaining from time to time unpaid from the date of initial closing at the rate of five percent (5%) per annum, all payable in the manner following to wit:

(a) At the time of the initial closing, the sum of \$5,000.00;

(b) The balance of the purchase price, to wit: \$270,000.00 is to be paid as follows:

- i. Buyer shall make fifty nine (59) equal monthly payments of One Thousand Four Hundred Forty Nine Dollars and 42/100 (\$1,449.42), with the first payment commencing on April 1, 2016, and each subsequent payment occurring on the last day of each month thereafter ("Installment payments"); and
- ii. Buyer shall make one (1) lump sum final payment of the purchase price and all accrued by unpaid interest and other charges, as hereinafter provided, if not sooner paid, then it shall be due on the 1st day of March, 2021.

(c) Buyer shall also pay monthly to Seller, commencing with the April 1, 2016 payment, an escrow payment equal to 1/12th of the annual estimated real estate tax and homeowner insurance bills for the Property.

(d) All payments received hereunder shall be applied in the following order of priority: first, to interest accrued and owing on the unpaid principal balance of the purchase price; second, to pay before delinquent all taxes and assessments which subsequent to the date of this Agreement may become a lien on the premises; third, to pay insurance premiums falling due after the date of this Agreement; and fourth, to reduce said unpaid principal balance of the purchase price.

(e) Buyer shall have the right to prepay all or any portion of the principal balance remaining outstanding, from time to time, at any time without notice and without penalty.

4. **CLOSINGS:** The "initial closing" shall occur on March 16, 2016, (or on the date, if any, to which said date is extended by reason of subparagraph 8 (b) at a mutually agreed location. "Final closing" shall occur if and when all covenants and conditions herein to be performed by Buyer have been so performed, but not later than March 1, 2021.

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5. **POSSESSION:** Possession shall be granted to Buyer upon execution of all parties of this Agreement, subject to the provisions in Article 2, provided that the full down payment has been paid to Seller in cash or by cashier's or certified check, and further provided that Buyer upon such execution of the Agreement Buyer is otherwise not in default hereunder. Upon possession being granted to Buyer shall have the exclusive right to collect all rents earned on the Property, and to lease and manage the Property.

6. **PRIOR MORTGAGES:**

- (a) Seller reserves the right to only keep the prior mortgage ("prior mortgage") against the title to the Property in place, which is identified as that mortgage granted by Seller to Mortgage Electronic Registration System, Ind., solely as nominee for American Financial Resources, Inc. to secure a note in the original amount of \$251,500.00, which mortgage is dated February 8, 2013, and recorded in the Cook County Recorder of Deeds office on May 8, 2013, as document number 13128166057. The prior mortgage is currently serviced by Seneca Mortgage Servicing, and has a current outstanding balance as of March 1, 2016 of \$238,546.42. The lien of the prior mortgage shall, at all times notwithstanding that this Agreement is recorded, be prior to the interest that Buyer may have in the premises, and Buyer expressly agrees upon demand to execute and acknowledge together with Seller any such mortgage or trust deed (but not the notes secured thereby). No mortgage or trust deed placed on said premises including any such prior mortgage shall in any way accelerate the time of payment provided for in the Agreement or provide for payment of any amount, either interest or principal, exceeding that mortgage amount provided for under this Agreement, or otherwise be in conflict with the terms and provisions of this agreement, nor shall such mortgage or trust deed in any way restrict the right of prepayment, if any, given to buyer under this Agreement.
- (b) Seller shall provide Buyer monthly with proof of payment of the monthly mortgage, and in the event Seller shall fail to make any payment on the indebtedness secured by a prior mortgage or shall suffer or permit there to be any other breach or default in the terms of any indebtedness or prior mortgage, Buyer shall have the right, but not the obligation, to make such payments or cure such default and to offset the amount so paid or expended including all incidental costs, expenses and attorney's fees attendant thereto incurred by Buyer to protect Buyer's interests hereunder from the unpaid balance of the purchase price or from the installment payments to be made under this agreement.

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7. SURVEY: Intentionally Deleted.
8. TITLE:
- (a) Prior to or upon the execution of this Agreement by all parties, Seller shall furnish Buyer with a copy of a title commitment a title commitment issued by a title insurance company licensed to do business in Illinois to issue a Purchaser's title insurance policy on the current form of American Land Title Association Owner's Policy (or equivalent policy) in the amount of the purchase price covering the date hereof, subject only to: (1) the general exceptions contained in the policy, unless the real estate is improved with a single family dwelling or an apartment building of four or fewer residential units; (2) the "permitted exceptions" set forth in paragraph 2; (3) prior mortgages permitted in paragraph 6; (4) other title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money and which shall be removed at or prior to the initial closing, and (5) acts done or suffered by or judgments against the Buyer, or those claiming by, through or under the Buyer.
- (b) If the Owner's Policy referred to in paragraph (a) above or the title commitment discloses unpermitted exceptions, the Seller shall have thirty (30) days from the date of delivery thereof to have the said exceptions waived, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions and the initial closing shall be delayed, if necessary, during said 30 day period to allow Seller time to have said exceptions waived. If the Seller fails to have unpermitted exceptions waived, or in the alternative, to obtain a commitment for title insurance specified above as to such exceptions, within the specified time, the Buyer may terminate the contract between the parties, or may elect, upon notice to the Seller within ten (10) days after the expiration of the thirty (30) day period, to take the title as it then is, with the right to deduct from the purchase price, liens or encumbrances of a definite or ascertainable amount. If the Buyer does not so elect, the contract between the parties shall become null and void, without further action of the parties, and all monies paid by Buyer hereunder shall be refunded.
- (c) Every title commitment which conforms with subparagraph "b" shall be conclusive evidence of good title therein shown, as to all matters insured by the policy, subject only to special exceptions therein stated.

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- (d) If the title commitment discloses judgments against the Buyer which may become liens, the Seller may declare this Agreement null and void and all earnest money shall be forfeited by the Buyer.
- (e) Buyer's taking possession of the premises shall be conclusive evidence that Buyer in all respects accepts and is satisfied with the physical condition of the premises, and the condition of title to the premises as shown to him on or before the initial closing. Seller shall upon said delivery of possession have no further obligation with respect to the title or to furnish further evidence thereof, except that Seller shall remove any exception or defect not permitted under paragraph 8(a) resulting from acts done or suffered by, or judgments against the Seller between the initial closing and the final closing.

9. **AFFIDAVIT OF TITLE:** Seller shall furnish Buyer at or prior to the initial closing and, again, prior to final closing with an Affidavit of Title, covering said dates, subject only to those permitted exceptions set forth in paragraph 2, prior mortgages permitted in paragraph 6 and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 8.

10. **ASSOCIATION:**

(a) In the event the premises are subject to an association, Seller shall, at the time of the final closing, furnish Buyer a statement from the Board of managers, treasurer or managing agent of the association certifying payment of assessments and, if applicable, proof of waiver or termination of any right of first refusal or general option contained in the declaration or bylaws together with any other documents required by the declaration or bylaws thereto as a precondition to the transfer of ownership.

(b) The Buyer shall comply with any covenants, conditions, restrictions or declarations of record with respect to the premises as well as the bylaws, rules and regulations of any applicable association.

11. **PRORATIONS:** None. Seller shall remain obligated for all real estate taxes, insurance premiums, and utility charges accruing through March 31, 2016, and Buyer shall be responsible for all aforesaid charges accruing thereafter.

12. **ESCROW CLOSING:** Intentionally Deleted.

13. **SELLER'S REPRESENTATIONS:**

(a) Seller expressly warrants to Buyer that no notice from any city, village or other governmental authority of a code violation which existed in the structure on the Property herein described before this Agreement was executed, had been received

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by the Seller, his principal or his agent, other than said notice disclosed to Buyer prior to the initial closing.

(b) Seller represents that all equipment and appliances to be conveyed, including but not limited to the following, are in operating condition: all mechanical equipment; heating and cooling equipment; water heaters and softeners; septic plumbing, and electrical systems; kitchen equipment remaining with the premises and any miscellaneous mechanical personal property to be transferred to the Buyer. Upon the Buyer's request prior to the time of possession, Seller shall demonstrate to the Buyer or his representative all said equipment and upon receipt of written notice of deficiency shall promptly and at Seller's expense correct the deficiency. IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE BUYER PRIOR TO THE DATE SPECIFIED FOR INITIAL CLOSING IT SHALL BE CONCLUDED THAT THE CONDITION OF THE ABOVE EQUIPMENT IS SATISFACTORY TO THE BUYER AND THE SELLER SHALL HAVE NO FURTHER RESPONSIBILITY WITH REFERENCE THERETO.

14. BUYER TO MAINTAIN: Buyer shall keep the improvements on premises and the grounds in as good repair and condition as they now are, ordinary wear and tear excepted. Buyer shall make all necessary maintenance, repairs, renewals and replacement upon said premises including by way of example and not of limitation, interior and exterior painting and decorating; window glass; heating; ventilating and air conditioning equipment; plumbing and electrical systems and fixtures; roof; masonry including chimneys and fireplaces, all structural portions of the parking, all areas of the parking lot, all landscaping, etc. If, however, the said premises shall not be thus kept in good repair, and in a clean, sightly, and healthy condition by Buyer, 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 Buyer's possession of the Property, and make the necessary repairs and do all the work required to place said Property in good repair and in clean, sightly, and healthy condition, and Buyer agrees to pay to Seller, as so much additional purchase price for the Property, the expense of the Seller in making said repairs and in placing the premises in a clean, sightly, and healthy condition; or (b) notify the Buyer to make such repairs and to place said Property in a clean, sightly, and healthy condition within thirty (30) days of such notice (except as is otherwise provided in paragraph 20), and upon default by Buyer 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. SELLER SHALL NOT BE RESPONSIBLE TO PROVIDE ANY MAINTENANCE TO THE PROPERTY, OR TO MAKE ANY REPAIRS, RENEWALS OR REPLACEMENTS.

Buyer shall not make any repairs, other than those that are ordinary and necessary, renewals or replacements, without the Seller's prior written consent, which consent shall not be unreasonably withheld.

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15. **FIXTURES AND EQUIPMENT:** At the time of delivery of possession of the premises to Buyer, Buyer also shall receive possession of the personal property to be sold to Buyer pursuant to the terms of this Agreement as well as of the fixtures and equipment permanently attached to the improvements on the Property, but until payment in full of the purchase price is made, none of such personal property, fixtures or equipment shall be removed from the Property without the prior written consent of the Seller.

16. **INSURANCE:**

- (a) Seller 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 erected on Property with a company, or companies, reasonably acceptable to Seller and, also, flood insurance where applicable, with coverage not less than the balance of the higher of the purchase price or any mortgage encumbering the Property hereof (except that if the full insurable value of such improvements is less than the balance of purchase price, then at such full insurable value) for the benefit of the parties hereto and the interests of any mortgagee or trustee, if any, as their interests may appear; such policy or policies shall be held by Seller, and Seller shall pay the premiums thereon when due. Seller shall add Buyer to Seller's insurance policy as an additional insureds
- (b) Seller shall also maintain liability insurance on the Property in reasonable amounts, with Buyer added as additional insured thereon.
- (c) In case of loss of or damage to such improvements, whether before or after possession is given hereunder, any insurance proceeds to which either or both of the parties hereto shall be entitled on account thereof, shall be used (i) in the event the insurance proceeds are sufficient to fully reconstruct or restore such improvements, to pay for the restoration or reconstruction of such damaged or lost improvement, or (iii) in the event the insurance proceeds are not sufficient to fully reconstruct or restore such improvements, then the proceeds of insurance shall be applied to the unpaid balance of the prior mortgage, the to the purchase price.

17. **TAXES AND CHARGES:** It shall be the Buyer's obligation to pay immediately when due and payable and prior to the date when the same shall become delinquent all general and special taxes, special assessments, water charges, sewer service charges and other taxes, fees, liens, association assessments and charges now or hereafter levied or assessed or charged against the Property or any part thereof or any

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improvements thereon, including those heretofore due and to furnish Seller with the original or duplicate receipts therefore. However, in the event Buyer has escrowed funds with Seller to pay any of the aforementioned charges, and such escrow has sufficient funds to pay such charges in full, it shall be the Seller's obligation to make the payment for such specific charges from the escrowed funds. Buyer shall have the sole and exclusive right, without the Seller's consent, and at his sole cost and expense, to contest or appeal any taxes assessed or due on the property or to retain the services of an individual or firm to perform such work.

18. FUNDS FOR TAXES AND CHARGES:

In addition to the agreed installments, if any, provided in paragraph 3, Buyer shall deposit with the Seller on the day each installment payment is due, or if none are provided for, on the first day of each month subsequent to the date of initial closing, until the purchase price is paid in full, a sum (herein referred to as "funds") equal to one-twelfth of the yearly taxes, assessments which may become a lien on the premises, and the estimated annual premiums for the insurance coverages required to be kept and maintained by Buyer, all as reasonably estimated to provide sufficient sums for the full payment of such charges one month prior to their each becoming due and payable. Failure to make the deposits required hereunder shall constitute a breach of this Agreement.

Seller is hereby authorized and directed to use the funds for the payment of the aforementioned taxes, assessments, rents and premiums. Seller shall, upon the request of the Buyer, give the Buyer an annual accounting of all such funds deposited and disbursed including evidence of paid receipts for the amounts so disbursed. The funds are hereby pledged as additional security to the Seller for the periodic payments and the unpaid balance of the purchase price.

If the amount of the funds together with the future periodic deposits of such funds payable prior to the due date of the aforementioned charges shall exceed the amount reasonably estimated as being required to pay said charges one month prior to the time at which they fall due such excess shall be applied first to cure any breach in the performance of the Buyer's covenants or agreements hereunder of which Seller has given written notice to Buyer and, second, at Buyer's option, as a cash refund to Buyer or a credit toward Buyer's future obligations hereunder. If the amount of the funds held by Seller shall not be sufficient to pay all such charges as herein provided, Buyer shall pay to Seller any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Seller to Buyer requesting payment thereof.

Seller may not charge for so holding and applying the funds, analyzing said account, or verifying and compiling said assessments and bills, nor shall Buyer be entitled to interest or earnings on the funds, unless otherwise agreed in writing at the time of execution of this Agreement. Upon payment in full of all sums due hereunder, Seller shall promptly refund to Buyer any funds so held by Seller.

19. BUYER'S INTEREST:

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- (a) No right, title or interest, legal or equitable, in the premises described herein, or in any part thereof, shall vest in the Buyer until the Deed, as herein provided, shall be delivered to the Buyer.
- (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 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 therefore or for any part thereof.

20. LIENS:

- (a) Buyer shall not suffer or permit any mechanics' lien, judgment lien or other lien or any nature whatsoever to attach to or be against the property which shall or may be superior to the rights of the Seller.
- (b) 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 subject Property, and no contract or agreement, oral or written shall be executed by the Buyer for repairs or improvements upon the Property, except if the same shall 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 Seller.

21. PERFORMANCE:

- (a) If Buyer (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 five (5) days of written notice to Buyer; or (2) defaults in the performance of any other covenant or agreement hereof and such default is not cured by Buyer within thirty (30) days of written notice to Buyer (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) forfeit the Buyer's interest under this Agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Buyer, and upon Buyer's failure to surrender possession, maintain an action for possession under the Forcible

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Entry and Detainer Act, subject to the rights of Buyer to reinstate as provided in that Act.

- (b) As additional security in the event of default, Buyer 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 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 Buyer to Seller.
- (d) Seller shall impose and Buyer agrees to pay a late charge not exceeding Five Percent (5%) of any sum due hereunder which Seller elects to accept after the date the sum was due, if such payment is received more than five (5) days after its due date.
- (e) Anything contained in subparagraphs (a) through (d) to the contrary notwithstanding, this Agreement shall not be forfeited and determined, if within 20 days after such written notice of default, Buyer tends to Seller the entire unpaid principal balance of the Purchase Price and accrued interest then outstanding and cures any other default of a monetary nature affecting the premises or monetary claims arising from acts or obligations of Buyer under this Agreement.

22. DEFAULT, FEES:

- (a) Buyer or Seller shall pay all reasonable attorney's fees and costs incurred by the other in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance, in defending any proceeding to which Buyer or Seller is made a party to any legal proceedings as a result of the acts or omissions of the other party.
- (b) (1) All rights and remedies given to Buyer or Seller shall be distinct, separate and cumulative, and the use of the 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 of either party hereunder shall be implied from any omission by the other 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 Buyer or Seller, or after the

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termination of Buyer'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.

23. **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 the parties addressed if to Seller at the address shown in paragraph 1 or if to the Buyer at the address of the premises. Notice shall be deemed made when mailed or served.

24. **ABANDONMENT:** Thirty (30) 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 premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the premises by Buyer. In such event, and in addition to Seller's remedies set forth in paragraph 20, Seller may, but need not enter upon the premises and act as Buyer's agent to perform necessary decorating and repairs and to re-sell the premises 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 premises 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.

25. **SELLER'S ACCESS:** Seller may make or cause to be made reasonable entries upon an inspection of the premises, provided that Seller shall give Buyer notice prior to any such inspection specifying reasonable cause therefore related to Seller's interest in the premises.

26. **CALCULATION OF INTEREST:** Interest for each month shall be added to the unpaid balance of the first day of each month at the rate of one-twelfth of the annual interest rate and shall be calculated upon the unpaid balance due as of the last day of the preceding month based upon a 360 day year. Interest for the period from the date of initial closing until the date the first installment is due shall be payable on or before the date of initial closing.

27. **ASSIGNMENT:** The Buyer shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder nor shall the Buyer lease nor sublet the premises, or any part thereof. Any violation or breach or attempted violation or breach of the provisions of this paragraph by Buyer, 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-lessees, 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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28. **FINAL CLOSING:** Buyer shall be entitled to delivery of the Deed of conveyance aforesaid Affidavit of Title and a Bill of Sale to the personal property to be transferred to Buyer 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, which amount shall be without premium or penalty. At the time Buyer provides notice to Seller that he is prepared to prepay all amounts due hereunder, Seller forthwith either shall produce and record at his expense a release deed for the prior mortgage, or obtain a currently dated loan repayment letter reflecting the amount necessary to discharge and release the prior mortgage. Seller shall have the right to repay and discharge such prior mortgage in whole or in part from sums due hereunder from buyer. The repayment of the prior mortgage shall be supervised and administered by Buyer's mortgage lender, if any. Upon repayment of the prior mortgage Seller shall receive the canceled note and a release deed in form satisfactory for recording which, shall be delivered to Buyer. Seller shall give Buyer a credit against the balance of the purchase price for the cost of recording such release. In the event Buyer does not have a mortgage lender, then the delivery of the canceled note to Seller shall be simultaneous with the delivery of the Deed from Seller to Buyer, and to facilitate the delivery of documents and the payment of the prior mortgage and the balance of the amount due hereunder, the parties agree to complete such exchange at the offices of the holder of the note secured by the prior mortgage. At the time of delivery of the Deed, Buyer 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 Buyer, and Buyer shall pay any such stamp tax and meet other requirements as then may be established by any local ordinance with regard to the transfer of title to Buyer unless otherwise provided in the local ordinance.

29. **UTILITIES:** Upon execution of this agreement, and for any periods that Buyer has been granted possession of the Property, prior to the execution of this Agreement by all parties, Buyer shall be liable for the installation of all utilities, and the payment of any fees for the installation and use of such utilities.

30. **RECORDING:** The parties shall not record this Agreement or a memorandum.

31. **RIDERS:** The provisions contained in any rider, attached hereto are and for all purposes shall be deemed to be part of this Agreement as though herein fully set forth.

32. **CAPTIONS AND PRONOUNS:** The captions and headings of the various sections of 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 the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

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33. PROVISIONS SEVERABLE: The unenforceability of invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

34. BINDING ON HEIRS, TIME OF ESSENCE: This Agreement shall inure to the benefits of and be binding upon the heirs, executors, administrators, successors and assigns of the Seller and Buyer. Time is of the essence in this Agreement.

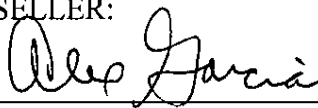
35. JOINT AND SEVERAL OBLIGATIONS: The obligations of two or more persons designated "Seller" or "Buyer" in this Agreement shall be joint and several, and in such case each hereby authorizes the other or others of the same designation as his or her attorney-in-fact to do or perform any act or agreement with respect to this Agreement on the premises.

36. REAL ESTATE BROKER: Seller and Buyer represent and warrant that no real estate brokers were involved in this transaction. Each of the parties agree to indemnify and hold the other harmless from and against any and all claims, demands, actions, causes of action, loss or liability, including, without limitation, reasonable attorneys' fees, incurred by the other as a result of any claim for a broker's commission, finder's fee, or other similar fee being due as a result of the acts or dealings of any such party contrary to the warranty herein provided.

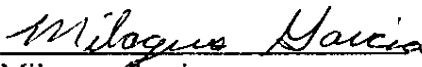
37. PROPERTY USE. Buyer may use the Property hereby for residential dwellings, and for any other uses and purpose, and always to the ordinances, permits or licenses required by the City of Chicago, and any other county, state and/or federal authorities, and shall keep the Seller and his heirs, administrators and assigns harmless of and from any damage that he or they may or might suffer as a result of Lessee's noncompliance with such rules and regulations as herein described.

IN WITNESS OF, the parties hereto have hereunto set their hands and seals this 16th day of March, 2016.

SELLER:



Alex Garcia



Milagros Garcia

BUYER:



Wilfredo Toro

This instrument prepared by &
Return To:
JAMES P. ANTONOPOULOS
ATTORNEY AT LAW
5045 N. HARLEM AVENUE

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CHICAGO, ILLINOIS 60656

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Alex Garcia and Milagros Garcia, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instruments as a free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this 16th day of March, 2016.

[Signature]
Notary Public

Commission expires 1/10/18



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Wilfredo Toro personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instruments as a free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this 16th day of March, 2016.

[Signature]
Notary Public

Commission expires 1/10/18

