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Illinois Anti-Predatory Lending Database Program

486008

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

Doc#: 2330449047 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 10/31/2023 10:22 AM Pg: 1 of 19

The property identified as: **PIN: 17-30-103-015-0000**

Address:

Street: 2223 S. Bell Ave

Street line 2:

City: Chicago

State: IL

ZIP Code: 60608

Lender: Orlando Gutierrez

Borrower: Fernando Campos

Loan / Mortgage Amount: \$370,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is not owner-occupied.

Certificate number: 65AE6063-6717-4ABD-A939-5B1FC06A16C4

Execution date: 10/4/2023

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GEORGE E. COLE®
LEGAL FORMS

No. 74 REC
December 1999

For use with Form 1978-S

H86008

INSTALLMENT AGREEMENT FOR WARRANTY DEED (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

Above Space for Recorder's Use Only

AGREEMENT, made this 4th day of October, 2023,

between ORLANDO GUTIERREZ, Seller, and

FERNANDO CAMPOS, Purchaser;

WITNESSETH, that if Purchaser shall first make the payments and perform Purchaser's covenants hereunder, Seller hereby covenants and agrees to convey to Purchaser in fee simple by Seller's recordable warranty deed, with waiver of homestead, subject to the matters hereinafter specified, the premises situated in the County of COOK, and State of ILLINOIS described as follows:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Permanent Real Estate Index Number(s) 17-30-103-015-0000

Address(es) of Real Estate: 2223 SOUTH BELL AVENUE, CHICAGO, ILLINOIS 60608

*at initial closing

and Seller further agrees to furnish to Purchaser on or before OCTOBER 4TH, 2023, * at Seller's expense, the following evidence of title to the premises: (a) Owners title insurance policy in the amount of the price, issued by HERITAGE TITLE COMPANY, (b) merchantable abstract of title*, showing merchantable title in Seller on the date hereof, subject only to the matters specified below in paragraph 1. And Purchaser hereby covenants and agrees to pay to Seller, at such place as Seller may from time to time designate in writing, and until such designation at the office of ORLANDO GUTIERREZ, 680 CITADEL DR., WESTMONT, ILLINOIS 60559

Prepared By MAIL TO: BEATRIZ BETANCOURT, ARY
2457 N. MILWAUKEE AVE
CHICAGO, IL 60647

*Strike out one of the clauses (a) or (b)

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the price of \$385,000.00

Dollars in the manner following, to-wit:

" SEE ATTACHED RIDER TO INSTALLMENT AGREEMENT FOR DEED DATED OCTOBER 4, 2023 MADE AN INTEGRAL PART HEREOF. THE TERMS OF THE RIDER SHALL CONTROL ON ANY CONFLICTING TERMS OF THIS INSTALLMENT AGREEMENT FOR WARRANTY DEED."

with interest at the rate of SEE RIDER per cent per annum payable SEE RIDER on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on at first closing provided that Purchaser is not then in default under this agreement.

Rents, water taxes, insurance premiums and other similar items are to be adjusted pro rata as of the date provided herein for delivery of possession of the premises. General taxes for the year 20Rider controls are to be prorated from January 1 to such date for delivery of possession, and if the amount of such taxes is not then ascertainable, the pro-rating shall be done on the basis of the amount of the most recently ascertainable taxes.

It is further expressly understood and agreed between the parties hereto that:

1. The Conveyance to be made by Seller shall be expressly subject to the following: (a) general taxes for the year 2023 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof; (b) all installments of special assessments heretofore levied falling due after date hereof; (c) the rights of all persons claiming by, through or under Purchaser; (d) easements of record and party-walls and party-wall agreements, if any; (e) building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances; (f) roads, highways, streets and alleys, if any;

2. Purchaser shall pay before accrual of any penalty any and all taxes and installments of special assessments pertaining to the premises that become payable on or after the date for delivery of possession to Purchaser, and Purchaser shall deliver to Seller duplicate receipts showing timely payment thereof.

3. Purchaser shall keep the buildings and improvements on the premises in good repair and shall neither suffer nor commit any waste on or to the premises, and if Purchaser fails to make any such repairs or suffers or commits waste Seller may elect to make such repairs or eliminate such waste and the cost thereof shall become an addition to the purchase price immediately due and payable to Seller, with interest at Rider controls per cent per annum until paid.

4. Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to or be against the premises, which shall or may be superior to the rights of Seller.

5. Every contract for repairs and improvements on the premises, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim or right of lien against the premises and no contract or agreement, oral or written, shall be made by Purchaser for repairs or improvements upon the premises, 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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6. Purchaser shall not transfer or assign this agreement or any interest therein, without the previous written consent of Seller, and any such assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in the premises, but shall render this contract null and void, at the election of Seller; and Purchaser will not lease the premises, or any part thereof, for any purpose, without Seller's written consent.

7. No right, title or interest, legal or equitable, in the premises, or any part thereof, shall vest in Purchaser until the delivery of the deed aforesaid by Seller, or until the full payment of the purchase price at the times and in the manner herein provided. Seller shall furnish to Purchaser, at the initial closing, and again at the final closing, an Affidavit of Title, covering said dates, subject only to those permitted exceptions set forth herein, and unpermitted exceptions, if any, to which the title insurer commits to extend insurance in the manner hereinbefore specified.

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

9. Purchaser shall keep all buildings at any time on the premises insured in Seller's name at Purchaser's expense against loss by fire, lightning, windstorm and extended coverage risks in companies to be approved by Seller in an amount at least equal to the sum remaining unpaid hereunder, which insurance, together with all additional or substituted insurance, shall require all payments for loss to be applied on the purchase price, and Purchaser shall deliver the policies therefor to Seller.

10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated to pay hereunder, Seller may elect to pay such items and any amount so paid shall become an addition to the purchase price immediately due and payable to Seller, with interest at Rider controls per cent per annum until paid.

11. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of Purchaser's covenants hereunder, this agreement shall, at the option of Seller, be forfeited and determined, and Purchaser shall forfeit all payments made on this agreement, and such payments shall be retained by Seller in full satisfaction and liquidated damages by Seller sustained, and in such event Seller shall have the right to re-enter and take possession of the premises aforesaid.

12. In the event this agreement shall be declared null and void by Seller on account of any default, breach or violation by Purchaser in any of the provisions hereof, this agreement shall be null and void and be so conclusively determined by the filing by Seller of a written declaration of forfeiture hereof in the Recorder's office of said County.

13. 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 premises by Purchaser shall belong to and be the property of Seller without liability or obligation on Seller's part to account to Purchaser therefor or for any part thereof.

14. Purchaser shall pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in any action or proceeding to which Seller may be made a party by reason of being a party to this agreement, and Purchaser will pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in enforcing any of the covenants and provisions of this agreement and incurred in any action brought by Seller against Purchaser on account of the provisions hereof, 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 Seller against Purchaser on or under this agreement.

15. The remedy of forfeiture herein given to Seller shall not be exclusive of any other remedy, but Seller shall, in case of default or breach, or for any other reason herein contained, have every other remedy given by this agreement or by law or equity, and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.

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16. Purchaser hereby irrevocably constitutes any attorney of any court of record in Purchaser's name, on default by Purchaser of any of the covenants and agreements herein, to enter Purchaser's appearance in any court of record, waive process and service thereof and confess judgment against Purchaser in favor of Seller, or Seller's assigns, for such sum as may be due, together with the costs of such suit, including reasonable attorney's fees, and to waive all errors and right of appeal from such judgment or judgments; Purchaser hereby expressly waiving all right to any notice or demand under any statute in this State with reference to such suit or action. If there be more than one person above designated as "Purchaser" the power and authority in this paragraph given is given by such persons jointly and severally.

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

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 680 Citadel Dr., Westmont, IL 60559 or to Purchaser at 8822 Knox Ave., Skokie, IL 60076, or to the last known address of either party, shall be sufficient service thereof. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.

19. The time of payment shall be of the essence of this contract, and the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

20. Seller warrants to Purchaser that no notice from any city, village or other governmental authority of a dwelling code violation which existed in the dwelling structure before the execution of this contract has been received by the Seller, his principal or his agent within 10 years of the date of execution of this contract.

21. If the subject property is located in the City of Chicago, Seller and Purchaser agree that Seller and Purchaser shall comply with provisions of Chapter 5-16-050 of the Chicago Municipal Code concerning Heating Cost Disclosure for the subject property.

22. If any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this agreement.

23. Purchaser has examined the improvements, if any, now located on the real estate prior to and as a condition precedent to the execution of this agreement, and is satisfied with the physical condition thereof, and is taking possession thereof in good order and repair, except as in this agreement otherwise specified, and admits and agrees that no agreement or promise to decorate, alter, repair or improve said real estate, either before or after execution of this agreement has been made by Seller, which is not specifically set forth in this agreement.

At the time of the delivery of possession to Purchaser, Purchaser shall also receive possession of the personal property to be sold to Purchaser pursuant to the terms of this Agreement, as listed on the Exhibit attached to this agreement, as well as fixtures and equipment permanently attached to the improvements on the premises, but until payment in full of the purchase price is made, none of such personal property, fixtures or equipment shall be removed from the premises without the prior written consent of Seller. At the time of delivery of Deed, Seller shall provide a Bill of Sale for all such personal property. All heating units.

24. Seller may make or cause to be made reasonable entries upon an inspection of the premises, provided (except in the case of emergencies) that Seller shall give Purchaser notice prior to any such inspections specifying reasonable cause therefore related to Seller's interest in the premises.

25. If, prior to the initial closing date, the improvements located on the real estate are destroyed or are materially damaged by fire or other casualty, this Agreement, at the option of either party shall become null and void.

26. This agreement and all of the provisions hereof shall extend to, be obligatory upon and inure to the benefit of the respective heirs, devisees, legal representatives, successors, assigns and beneficiaries of the parties hereto.

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IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the day and year first above written.

Orlando Gutierrez by his
attorney in fact Eric Gutierrez (SEAL)

Sealed and Delivered in the presence of

[Signature]

Orlando Gutierrez

(SEAL)

[Signature]

Fernando Campos

(SEAL)

(SEAL)

State of Illinois County of Cook ss.

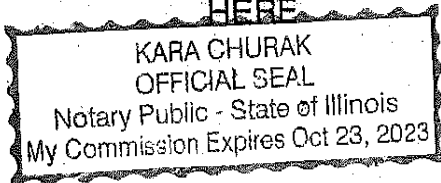
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

Orlando Gutierrez and Fernando Campos

personally known to me to be the same person s whose name s
subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that they signed, sealed and delivered the said
instrument as their free and voluntary act, for the uses and
purposes therein set forth.

IMPRESS
SEAL

HERE



GIVEN under my hand and official seal this 4th day of
October, 20 23

Commission expires _____, 20____

[Signature]
Notary Public

This document was prepared by BEATRIZ BETANCOURT - ATTORNEY AT LAW
(Name and Address)

Mail to: Beatriz Betancourt, Attorney at Law - 2457 North Milwaukee Avenue
(Name and Address)

Chicago
(City)

Illinois
(State)

60647
(Zip Code)

Or Recorder's Office Box No. _____

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**RIDER TO INSTALLMENT AGREEMENT FOR DEED DATED
OCTOBER 04, 2023, BETWEEN ORLANDO
GUTIERREZ, AND (HEREINAFTER REFERRED TO AS SELLER)
AND**

**FERNANDO CAMPOS (HEREINAFTER REFERRED TO AS BUYER)
FOR THE PROPERTY COMMONLY KNOWN AS 2223 S. BELL AVENUE
CHICAGO, ILLINOIS 60608.**

**THIS Rider is made and entered into this 04th day of October, 2023,
by and between ORLANDO GUTIERREZ, hereinafter referred to as "Seller," and,
FERNANDO CAMPOS hereinafter referred to as "Buyer."**

**WHEREAS, this Rider is specifically attached to a certain Articles of Agreement for
WARRANTY DEED executed by the same parties and bearing and even date herewith, and**

WHEREAS, the Seller is the legal owner of record of the above described premises;

**WHEREAS, the Seller is desirous of selling said property and the Buyer is desirous of
purchasing said property on the terms and provisions hereinbefore contained.**

**NOW THEREFORE, for and in consideration of the foregoing and other good and
adequate consideration, the receipt and sufficient of which is hereby acknowledged by all
parties, it is hereby covenanted and agreed as follows:**

1. CLOSINGS: The "initial closing" shall occur on October 04, 2023, or on a date
agreed by the parties' attorneys at title company or any other place agreed upon by the parties'
attorneys. "Final closing" shall occur on or before November 01, 2029.

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A. MANNER OF PAYMENT

The Seller agrees to sell the subject property to buyer for THREE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS AND 00/100 (\$385,000.00) and Buyer agrees to purchase the premises for a like sum. The method and manner of payment of said sum shall be as follows:

B. A down payment of FIFTEEN THOUSAND DOLLARS (\$15,000.00) tendered by Buyer to Seller at the time of the "INITIAL CLOSING" that shall occur on or about October 04, 2023.

C. The payment of the balance of THREE HUNDRED SEVENTY THOUSAND DOLLARS AND NO CENTS (\$370,00.00) with interest at the rate of EIGHT percent (8%) per annum WITH PAYMENTS OF INTEREST ONLY, to be payable as follows: TWO THOUSAND FOUR HUNDRED SIXTY-SIX DOLLARS AND 67/100 (\$2,466.67) on the 01st day of December, 2023 and a like sum on the 01st day of each and every month for a period of seventy-two months (72) months, except that the final payment of principal and interest, if not paid sooner, shall be due and payable on the 01st day of November, 2029, "FINAL CLOSING DATE." The payment of three hundred seventy thousand dollars and 00/100 (\$370,000.00) is a "BALLOON PAYMENT" of all amounts of principal and interest and any other charges due at that time. The monthly payment of \$2,466.67 represents payments of interest only.

D. APPLICATION OF PAYMENTS: all payments received by Seller shall apply as follows: first, to late charges due under this agreement and second to interest and last to principal.

E. The property is not subject to a mortgage. a) Seller reserves the right to keep a mortgage ("prior mortgage") against the title to the premises with a balance including interest equal to the balance of the purchase price unpaid at any time under this Agreement, the lien of which 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 a letter of attornment, (b) Seller shall from time to time, but not less frequently than once each

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year and anytime Buyer has reason to believe a default may exist, exhibit to Buyer receipts for payments made to the holders of any indebtedness secured by any such prior mortgage.

© 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 interest hereunder from the unpaid balance of the purchase price or from the installment payments to be made under this Agreement.

2. FAILURE TO MAKE PAYMENTS

2a. If the Buyer shall fail to make his payment to Seller on or before the 10th day after the payment due date, Buyer shall pay to Seller the sum of five percent (5%) of the total monthly payment as and for late charges.

2b. If the Buyer shall fail to make her payment on or before the 30th day after the payment due date, Seller shall give Buyer written notice to cure such default, which cure shall take place within sixty (60) days of such written notice.

2c. 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 sixty (60) days after written notice to buyer; or (2) defaults in the performance of any other covenant or agreement here and such default is not cured by buyer within sixty (60) days after 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 instalment (ii) declare the entire balance due and maintain an action for such amount, and upon Buyer's failure to surrender possession, maintain an action for possession and terminate the rights of Buyer to purchase said property under this agreement. These remedies may be pleaded all in one complaint as separate counts. In the event seller seeks the entire balance due, seller will not seek to terminate the rights of buyer to purchase the property under this agreement.

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2d. As addition a security in the event of default and failure to cure within 60 days of written notice, 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 of them, Seller may collect any rent due and owing and makes seek appointment of a receiver.

2e. If default is based upon the failure to pay taxes, assessments, insurance or lien, 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 as per the terms of paragraph 6, 7, 8B, 8D, of this Rider and any other applicable paragraph.

2f. Anything contained in subparagraphs 2a through 2e to the contrary notwithstanding, this Agreement shall not be forfeited and determined, if within sixty days after such written notice of default, Buyer cures any defaults of a monetary nature affecting the premises or monetary claims arising from acts or obligations of buyer under this Agreement.

2g. If buyer does not cure the default, as above provided then:

A. Seller shall be released from all obligations in law or equity to convey the premises to the buyer.

B. All sums received as down payment, fifteen thousand dollars and 00/100 (\$15,000.00) shall be retained by Seller.

C. All payments made by buyer shall be retained by Seller.

3. DECLARATION OF FORFEITURE

In the event this Agreement shall be declared null and void by seller on account of any default, breach, or violation by buyer in any of the provisions hereof as hereinbefore provided, this Agreement shall be null and void and be so conclusively determined by the filing by Seller of a written Declaration of Forfeiture hereof in the Recorder's Office of Cook County, Illinois.

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4. PREPAYMENT

There is a prepayment penalty. The Buyer shall pay a prepayment penalty of ten percent (10%) of the original loan amount, on any prepayment of the principal amount due during the first two (2) years. During years three (3) through six (6), buyer shall continue to make payments of interest only at the interest rate of eight percent (8%), however, buyer may make payments to principal, and the monthly payment shall be recalculated according to the principal balance of the loan after deducting the amount of the payment made to the principal. Buyer shall have the right to pay all or any amount due of the principal then owing without charge or penalty after the two years of the prepayment penalty have elapsed.

5. BUYERS' RIGHT TO SELL.

Notwithstanding any provision to the contrary, Buyer shall have the right to sell the premises to parties outside this Agreement, subject to the prepayment penalty stated in paragraph four (4) above. No sale, transfer or assignment of Buyer's interest under this Installment Agreement for Warranty Deed shall be made without the Seller's prior written consent, which consent shall not be unreasonably withheld. All payments due under this agreement shall become due and payable upon any transfer to third parties.

6. PRORATIONS

No prorations shall be made under this agreement for real estate taxes for the period prior to 2023. Seller shall be liable for the payment of any and all real estate taxes through the second installment of 2022, and seller will give buyer a credit for the 2023 for his period of ownership from January 01, 2023 through date of closing. Buyer shall be responsible for the payment of all real estate taxes for 2023. Buyer shall pay the 2023 first tax installment. When the second installment of 2023 is issued, the parties shall make a proration based on the 2023 full year tax bill, and the seller will give the buyer a credit for the seller period of ownership during 2023. Buyer shall deposit timely with the county the full amount of each tax installment. Buyer shall provide seller with a copy of the paid tax bill receipt not later than five (05) days before the tax payment due date. In the event that buyer does not make any tax payment installment by the

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due date, the seller shall have the right but not the obligation, to make the payment and charge the buyer a per ^{diem} ~~diem~~ of \$50.00 for every day that the buyer fails to reimburse the seller for the tax payment. In the event the seller does not make the payment, or gives the money to the buyer, for the 2022 real estate taxes and his portion of the 2023 real estate taxes within 30 days after the due date, buyer shall have the right to pay the taxes and deduct the amount from the monthly payment due to seller.

7. INSURANCE

During the existence of this Agreement, Buyer agrees to keep the premises insured with an insurance policy, at buyer's expenses in the name of Seller and Buyer, with a company acceptable to Seller, in an amount equal to the total purchase price. All insurance proceeds received by Seller as the result of a claim for any loss covered by said insurance shall be used dollars for dollars to restore the premises with any excess insurance proceeds then paid to Seller to reduce the principal balance under the Articles of Agreement. Buyer shall provide seller with proof of payment every year. Buyer shall provide seller with a copy of the paid receipt not later than fifteen (15) days before the expiration date of the policy. In the event that buyer does not make any insurance payment by the due date, the seller shall have the right but not the obligation, to make the payment and charge the buyer a per diem of \$50.00 for every day that the buyer fails to reimburse the seller for the insurance payment. The insurance company shall be instructed to send the Buyer and the Seller all notices, including but not limited to any changes, notice of payments and cancellations.

8. GENERAL PROVISIONS

A. The conveyance to be made by Seller shall be expressly subject to the following: (a) general real estate taxes for the year 2023 and subsequent years and all special assessments and special taxes levied after the date hereof; (b) all installments of special assessments heretofore levied falling due after date hereof; the rights of all persons claiming by, through or under buyer; (d) easements of record and party walls and party wall agreements if any; (e) building line

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and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances; (f) roads, highways, streets and alleys, if any; building code violations; (g) tenancies, if any;

B. Buyer shall keep the building and improvements on the premises in good repair and shall neither suffer nor commit any waste on or to the premises, and if buyer fails to make any such repairs or suffers or commits waste Seller may elect to make such repairs or eliminate such waste, after giving buyer a 30 days notice, in writing, unless the matter is of urgent and emergency nature in which case no notice shall be required, and the cost thereof shall become and addition to the purchase price immediately due and payable to Seller, with interest at 15% per annum until paid;

C. Buyer shall not suffer or permit any mechanic's lien or other lien to attach to or be against the premises, which shall or may be superior to the rights of Seller;

D. Buyer shall not suffer or permit any building city code violation and/or any municipal, state or federal codes violations, or any other liens to attach to or be against the premises, any violations shall be promptly corrected by the Buyer and any fines paid and any liens removed. If buyer fails to correct the violations and make any such repairs or suffers or commits waste, Seller may elect to correct the violations and make such repairs or eliminate such waste, after giving buyer a 30 days notice, in writing, unless the matter is of urgent and emergency nature in which case no notice shall be required, and the cost thereof shall become and addition to the purchase price immediately due and payable to Seller, with interest at 15% per annum until paid;

E. Every contract for repairs and improvements on the premises or any part thereof, shall contain an express, full and complete waiver and release of any and all liens or claim or right of lien against the premises and no contract or agreement, oral or written shall be made by Buyer for repairs or improvements upon the premises unless it shall contain such express waiver or release of lien upon the part of the party contracting, and signed copy of every such contract and of the plans and specifications for such repairs and improvements shall be promptly delivered to

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and may be retained by seller. No alterations shall be made without Seller's prior written consent which shall not be unreasonably withheld;

F. No right, title or interest, legal or equitable in the premises, or any part thereof, shall vest in Buyer until the delivery of the deed aforesaid by Seller, or until the full payment of the purchase price at the times and manner herein provided;

G. No extension, change, modification or amendment to or of this agreement of any kind whatsoever shall be made or claimed by 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 on this agreement and be signed by the parties hereto.

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

I. Seller shall pay for all costs and expenses, including attorney's fees, incurred by Seller in any action or proceedings to which Seller may be made a party by reason of being a party of this Agreement, and Seller will pay all cost and expenses including attorney's fees, incurred by Seller in enforcing any of the covenants and provisions of this agreement and incurred in any action brought by Seller against Buyer on account of the provisions hereof.

J. Buyer shall pay for all costs and expenses, including attorney's fees, incurred by Buyer in any action or proceedings to which Buyer may be made a party by reason of being a party of this Agreement, and Buyer will pay all cost and expenses including attorney's fees, incurred by Buyer in enforcing any of the covenants and provisions of this agreement and incurred in any action brought by Buyer against Seller on account of the provisions hereof.

K. The remedy of forfeiture herein given to Seller shall not be exclusive of any other remedy, but Seller shall, in case of default or breach, or for any other reason herein contained,

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has every other remedy given by this agreement or by law or equity, and shall have the right to maintain and prosecute any and every remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.

L. The Seller has provided the Buyer with a title insurance policy, and will be responsible for the payment of any customary seller's State, County and city transfer tax expenses at the time of the final closing. Therefore, it will be the responsibility of the Buyer to obtain any mortgage or owner's insurance policy needed at the time of the final payment and closing. Furthermore, Buyer will be responsible for the payment of the customary buyer's city, county and state transfer tax and any other expenses at the time of the final closing and recording of the deed.

M. If any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remaining provisions of this agreement.

N. RECORDING: The parties shall record this Agreement or a memorandum thereof at Buyer's expense. Buyer shall prepare the Memorandum of Recording and the same is subject to the Seller's approval, and in the event the parties do not agree, the entire Agreement shall be recorded.

9. NOTICES

All notices and demands, required to be given under this Agreements shall be in writing, by or on behalf of the party giving 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's address, as stated in this paragraph, if to seller only to the address stated in this paragraph, or to an address provided by the seller to the buyer in writing, after the execution of this agreement, (change of address for the purpose of Notices and demands), or if to Buyer at the address, of the premises. Notice shall be deemed made when mailed or served.

Seller at 680 CITADEL DR. WESTMONT, ILLINOIS 60559 and

Buyer at 8822 KNOX AVENUE SKOKIE, ILLINOIS 60076 _____.

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10. POSSESSION

Possession of the premises shall be delivered to Buyer on the date of the initial closing.

11. ESCROW AGENT

The parties to this agreement shall upon execution hereof, deliver to **HERITAGE TITLE INSURANCE COMPANY**, as Escrow Agent for the mutual benefit of the parties hereto, the following documents:

1. Warranty Deed;
2. Quit claim deed from buyer to seller
3. Affidavit of Title;
4. Bill of Sale;
5. Pay off authorization letter, if applicable

The above described documents, as well as those additional documents provided in the Escrow Agreement, shall be held by such escrow agent pursuant to Escrow Trust instructions in the form and content attached hereto, which escrow trust instructions shall be executed immediately following the execution of the agreement and which are, by reference, incorporated herein and made a part hereof.

12. EFFECTIVE DATE

This Agreement is effective as of Oct 4, 2023.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals to the last page of this Rider on this 4th of October, 2023.

Orlando Gutierrez by his attorney in fact Eric Gutierrez

ORLANDO GUTIERREZ

Campos F.

FERNANDO CAMPOS

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STATE OF ILLINOIS)

COUNTY OF COOK)

Kara Churak, a Notary Public in and for said county, in the state
aforesaid, DO HEREBY CERTIFY, THAT Fernando Campos ^{By Atty. in fact} Eric Gutierrez
And Fernando Campos acknowledged that they signed and
delivered this document as their own free and voluntary act for the use and purpose
therein set forth.

Given under my hand and Notarial Seal this 4 day of October
2023.

Kara Churak
NOTARY PUBLIC



Property of Cook County Clerk's Office

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LOT 16 IN MORGAN'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 1 IN LAUGHTON'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N. 17-30-103-015-0000

C/K/A 2223 S BELL AVENUE, CHICAGO, IL 60608

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