

85254029

#### ARTICLES OF AGREEMENT

#### FOR WARRANTY DEED

Agreement made this 25th day or October, 1985, between CHESTER J. KLOSS, MARY JO KLOSS, HIS WIFE, AND JOSEPH P. KLOSS OR THEIR NOMINEE, as Sellers and JUAN SANCHEZ AND CKA PERALTA CANCHEZ, HIS WIFE as Purchasers;

#### WITHESSETH:

That if Purchasers shall first make the payments and perform Purchasers' comenants hercunder, Seliers hereby covenant and agree to convey to Purchasers in fee simple by Sellers' Warranty Deed, subject to mariners hereinafter specified, the premises situated in the County of Cook, the State of Illinois, described as:

Lot 30 and the South 6 feet of Lot 29 in the Subdivision of the North half of Block 11 in Suffern's Subdivision of the Southwest quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Commonly known as 951 North Cakley Street/Chicago, Illinois 60622

Sellers further agree to furnish to Purchasers on or before  $\frac{6ct 25}{title to 'ne premises:}$ 

Contract Purchaser's Title Commitment

The Purchasers hereby covenant and agree to pay the Sellers at such lime as the Sellers may from time to time designate in writing and until such time as such designation is made, at the office of John Rlich and Associates or at any other location of mutual agreement to the parties hereto, the price of Ninety Thousand Dollars (\$90,000.00), in the following manner:

Nine Thousand Dollars (\$9,000.00) as earnest money;

Sixteen Thousand Dollars (\$16,000.00) less prorations at time of closing;

Plus Sixty-five Thousand Dollars (\$65,000.09) being the balance due. This balance of Sixty-five Thousand Dollars (\$65,000.00) shall bear interest at the rate of Eleven and one-half Percent (11.5%) per annum for Three (3) years based on Five (5) years amortization on the whole sum remaining from time to time unpaid with the unpaid balance being due at the end of

three (3) years. Sellers shall provide Purchasers with a proration schedule for the balance of payments to be made from time to time under this Agreement on a monthly basis;

Purchasers shall have the right of prepayment on this contract at any time during the pendency of this Agreement;

Possession of the premises shall be delivered to Purchasers at closing, provided that the Purchasers are not then in default under this Agreement.

Rents, water, taxes, insurance premiums and other similar items are to be adjusted prorata as of the date provided herein for delivery of possession of the premises. General taxes for the year 1985 are to be prorated from January 1, 1985 to such date of delivery of possession and, if the the amount of such taxes is not then ascertainable then prorating shall be done on the basis of the most recent ascertainable taxes. All prorations will be deducted from the principal balance due at the date of closing.

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

- The conveyance to be made by the Sellers shall be expressly subject to the tollowing:
  - A. General taxes for the year 1985 and subsequent years, and all taxes, special assessments and special taxes levied after the date hereo;
  - B. The right of all persons claiming by or through or under the Purchaser;
  - C. Easements of records and party walls and partywall agreements, if any;
  - D. Building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances;
  - E. Roads, highways, streets and alleys, if any;
  - F. Any and all existing Building Code violations;
  - G. Purchaser accepting all land and improvements in an "as is" condition;
- 2 Purchasers shall pay before accrual of any penalties, any and all taxes and installments or special assessments pertaining to the premises that become payable on or after the date of delivery of possession to the Purchasers and Purchasers shall deliver to Sellers duplicate receipts showing timely payments thereof;

### 00035254)2,

- 3. Purchasers shall make payments to Chester J. Kloss, Mary Je Kloss, his wife, and Joseph P. Kloss or their Nominee, on or before the 1st of each month during which payments under this Agreement become due. All payments shall be made by certified check, cashier's check or money order made payable to said Chester J. Kloss, Mary Jo Kloss, his wife, and Joseph P. Kloss or their Nominee. Failure to make payment payment to this Agreement shall result in a 3% late penalty charge on unpaid installments, only being added to each monthly payment as it becomes due and ewing to the Sellers. Purchasers shall have a 30-day "Grace Period" before being considered being in default of this Contract.
- 4. Purchasers shall keep the buildings and improvements on the premises in good repair and shall neither suffer nor permit any waste on or to the premises; and if Purchasers fail to make any such repairs or suffer premise waste, Sellers may elect to make such repairs or eliminate such waste and the costs thereof shall become an addition to the purchase price immediately due and payable to the Sellers with interest at 12.5% per annum until paid;
- 5. Purchasers shall not suffer or permit any mechanic's lien or other lien to be attached to or be against the premises which shall or may be superior to the right of Sellers;
- 6. Every contract for repairs and improvements on the premises or any part thereof, shall contain an expressed full and complete waiver and release of any and all lien, claim or right of lien against the premises, and no contract or agreement, oral or written, shall be made by Purchasors 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 plans and specifications for such repairs and improvements shall be promptly delivered to and may be retained by Sellers.
- 7. Purchasers shall not transfer, or assign this Agreement or any interest therein without the previous written consent of the Sellers, and any such assignment or transfer without such previous written consent shall not vest in the transferree or assignee any right, title or interest therein or hereunder in the premises, but shall render the contract null and void at the election of the Sellers. However, it is expressly agreed between the parties hereto that the Sellers shall not unreasonably withhold permission for the Purchasers to transfer or assign this Agreement.
- 8. Purchasers hereby acknowledge that Sellers shall have the complete and unlimited right to refinance Sellers' interest in the premises at any time during the term of this Agreement, provided that any refinancing shall not exceed 90% of the balance due upon the Agreement between the Sellers and the Purchasers

herein. Purchaser: further agree that they shall, upon the request of the Sellers, execute any and all necessary documents for the Sellers to complete said refinancing.

- 9. No right, title or interest, legal or equitable in the premises or any part thereof shall vest in Purchasers until the delivery of the deed aforesaid by the Sellers or until the full payment of the purchase price at the times and in the manner herein provided.
- 10. No extension, change, modification or amendment to this Agreement, of any kind whatsoever, shall be made or claimed by the Purchasers, and no notice of any extension, change or modification or amendment made or claimed by the Purchasers shall have any force or effect whatsoever, unless it shall be endorsed in writing on this Agreement, and be signed by the parties hereto.
- Il. Purchasers shall keep the building at all times insured in the Sellers' name at the Purchasers' expense against loss by fire, lightning, windstorm, and extended coverage risk in companies to be approved by Sellers in an amount of least equal to the replacement value of the building being purchased hereunder. Said policy shall require all payment for loss to be applied on the purchase price of this Agreement due and owing at the time of any loss. Purchasers shall deliver the policies therefor to the Sellers.
- 12. If Purchasers fail to pay taxes assessments insurance premiums, or any other item which Purchasers are obligated to pay hereunder, Sellers may elect to pay such items and any amounts so paid shall become an addition to the purchase price immediately due and payable to the Sellers with interest at 1.5% per month until paid.
- 13. In case of the failure of Purchasers to make any of the payments, or any part thereof, or perform any of the Purchasers' covenants hereunder, this Agreement shall, at the option of the Seilers, be forfeited and determined, and Purchasers shall forfeit all payments made on this Agreement, and such payments shall be retained by Sellers in full satisfaction and as liquidated damages by the Sellers sustained and in such event, Sellers shall have the right to re-enter and take possession of the premises aforesaid. This shall be Sellers' sole and exclusive remedy and Purchasers shall have no personal liability for the payments hereunder required to be made. No confeiture shall be declared without at least seven (7) day's written notice of an intention to declare said forfeiture.
- 14. In the event this Agreement shall be declared null and void by Sellers on account of any default, breech or violation of the Purchasers of any of the provisions hereunder, this Agreement shall be null and void and be so conclusively determined by the

### 0 3 3 3 3 2 5 4 9 2 9

filing of the Sellers of the written Declaration of Forfeiture hereof in the office of the Recorder of said County of Cook, State of Illinois.

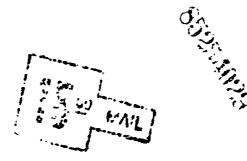
- 15. In the event of the termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements whether finished or unfinished which may be put upon the premises by Purchasers, shall belong to and be the sole property of the Sellers, without liability or obligation on the Sellers' part to account to Purchasers therefor, or for any part thereof.
- expenses, including his Attorneys' fees, incurred by the Sellers in any action or proceedings to which Sellers may be made a party by reason or being a party to this Agreement, and Purchasers will pay to the Sellers all costs and expenses including Attorneys' fees incurred by Fellers in enforcing any of the covenants and provisions of this Agreement incurred in any action brought by Sellers against Purchasers 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 proceedings brought by Sellers against Purchasers on or under this Agreement.
- 17 If there be more (hw) one person designated herein as Seller, or as Purchaser, such word or words wherever used herein and verbs and pronouns associated therewith, although expressed in singular shall be read and construed in plural.
- 18. All notices and demands hereinder shall be in writing. The mailing of a notice of demand by registered mail to the Sellers at 1700 West Augusta Boulevard, Chicago, Illinois 60622, or the last known address of either party thall be sufficient service thereof. Any notice or demand mailed as provided herein shall be deemed to have been given or mailed on the date of the mailing.
- 19. The time of payment shall be 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. Sellers and Purchasers agree that Purchasers are taxing said property in an "as is" condition.
- 21. The personal property listed in Exhibit A attached, is included in the sale and shall be transferred by Bill of Sale from Sellers to Purchasers at time of closing.
- 22 In addition to the principal and interest payments provided to be paid herein, Purchasers shall deposit monthly with the Sellers, an amount equal to one-twelfth (1/12) of the estimated annual real estate taxes and insurance premiums due.
- 23 Purchasers will execute and deliver an Assignment of Rents to the Sellers at closing.

0 0 0 3 3 2 5 4 3 2 7

IN WITHESS WHEREOF, the parties to this Agreement have hereunder set their hands and seals in duplicate on the date and year first above written.

SELLERS:	PURCHASER:
Chester J. Kloss	Juan lanchez
1700 West Augusta Blvd Chicago, IL 60622	Address The MAS
0	City/Stage/Zip
Mary Jo Kloss CIRA	Peralta Jandies Peralta Sanchez
1700 West Augusta 8.vd Chicago, IL 60622	1836 W. Thomas 51 Address Elwag of Ellinois 60622 City/State/Zip
Joseph &. Kloss	City/State/Zip
1700 West Augusta Blvd. Chicago, IL 60622	DEPT-01 RECORDING \$15.25 T#1111 TRAN 5706 10/25/85 12:52:00 #7150 # A #-85-254029
Subscribed and sworn to befor	e me this
Dogwood October, 1985	1 0
POTARY PUBLIC	
John Klich and Associates	No.

John Klich and Associates 2045 West Augusta Blvd. Chicago, Illinois 60622 312/227-8002 254029



באיפי יוד רכנסס एक्ट्रा इंग्<sub>ग</sub>ड TS North FC THE PT WAS TA YEMSOTTA WE ROBERT D. GORDON

Bunk &

Property of Cook County Clerk's Office