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STATE OF ILLINOIS )  
 )SS.  
COUNTY OF KANE )

I, Robert G. Prorak the undersigned, a Notary Public in and for said County in the State of Illinois, do hereby certify that NORBERT P. ZAGAS and BERNARDA ZAGAS, personally known to me to be the same persons whose names 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.

Given under my hand and official seal, this 31st day of ~~September~~, 1985.  
October

*[Signature]*  
Notary Public

My commission expires 5/24/86

STATE OF ILLINOIS )  
 )SS.  
COUNTY OF KANE )

I, *Richard C. Imming* the undersigned, a Notary Public in and for said County in the State of Illinois, do hereby certify that DONNA DAVIS, 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 she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28th day of ~~September~~, 1985.  
*October, 1985*

*[Signature]*  
Notary Public

My commission expires *July 19, 1988*

This Instrument Prepared By: Richard C. Imming  
Attorney at Law  
707 Davis Road  
Elgin, IL 60120

MAIL TO: Robert G. Prorak  
Attorney at Law  
5306 W. Lawrence  
Chicago, IL 60630

MAIL TO

29.00 mail

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## ARTICLES OF AGREEMENT FOR WARRANTY DEED

### 1. PURCHASER & SELLER

A. PURCHASER: DONNA DAVIS, of 2091 Briarwood, in the City of Hanover Park, IL, Cook County, State of Illinois, agrees to purchase.

B. SELLERS: NORBERT P. ZAGAS and BERNARDA ZAGAS, of 6354 West Henderson, in the city of Chicago, Cook County, State of Illinois, agree to sell to Purchaser at the purchase price of FORTY-TWO THOUSAND (\$42,000.00) Dollars the property commonly known as 5601 West Carriageway, Unit 211-B, including one parking space, Rolling Meadows, Illinois, and legally described as follows:

Unit 211-B as delineated on survey of the following described parcel of real estate (hereinafter referred as PARCEL) Lots 1 and 2 in Three Fountains at Plum Grove Unit 2 (according to the Plat thereof recorded April 10, 1970 as Document Number 21132050 being a Subdivision in Section 8, Township 41 North, Range 11 East of the Third Principal Meridian, which survey is attached as Exhibit "A" to Declaration of Condominium made by LaSalle National Bank, as Trustee under Trust Number 39685 recorded in the Office of the Recorder of Cook County, Illinois as Document Number 21465676) together with an undivided .5629 percent interest in said parcel (excepting from said parcel all the property and space comprising all the units) in Cook County, Illinois.

PIN: 08-08-301-036-1066 ~~XXXXXXXXXXXXXXXXXXXX~~

(hereinafter referred to as "the premises") together with all improvements and fixtures, if any, including, but not limited to: All central heating, plumbing and electrical systems and equipment; the hot water heater; central cooling, humidifying and filtering equipment; fixed carpeting; built-in kitchen appliances, equipment and cabinets; water softener (except rental units); existing storm and screen windows and doors; attached shutters, shelving, fireplace screen and ornaments; roof or attic T.V. antenna; all planted vegetation; garage door openers and car units; and the following items of personal property:

All appliances presently located on the premises.

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All of the foregoing items shall be left on the premises and are included in the sale price. It is agreed between the parties that Purchasers shall have the use of all said personal property now upon the subject premises during the term of this contract, and upon payment of the balance of the purchase price as called for herein, Sellers shall deliver to Purchaser a bill of sale to said personal property.

## 2. THE DEED

A. If the Purchaser shall first make all the payments and perform the covenants and agreements in this agreement required to be made and performed by said Purchaser, at the time and in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to Purchaser and her spouse if applicable (in joint tenancy) or her 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) Special assessments confirmed after this contract date;
- (c) Building, building line and use or occupancy restrictions, conditions and covenants of record;
- (d) Zoning laws and ordinances;
- (e) Easements for public utilities; and
- (f) Drainage ditches, feeders, laterals and drain tile, pipe or other conduit.

B. The performance of all the covenants and conditions herein to be performed by Purchaser shall be a condition precedent to Seller's obligation to deliver the Warranty Deed aforesaid.

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## 3. INSTALLMENT PURCHASE

Purchaser hereby covenants and agrees to pay to Sellers at 6345 West Henderson, Chicago, Illinois, 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 ten percent (10 %) per annum, all payable in the manner following, to wit:

A. At the time of the initial closing, the sum of \$4,200.00 plus or minus prorations, if any, as is hereinafter provided;

B. The balance of the purchase price, to wit: \$37,800.00 to be paid in equal monthly installments of \$ 331.75 \* each, commencing on the 1st day of ~~XXXXXX~~ December, 1985, and on the 1st day of each month thereafter until the purchase price is paid in full

("Installment Payments"), with the final payment consisting of the entire principal balance & any accrued interest due no later than Nov. 1, 1988.

C. Purchaser shall have the right to pay the balance due on this contract at any time without notice or penalty.

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, and 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. Payments of principal and interest to Seller shall be received not in tenancy in common, but in joint tenancy with the right of survivorship.

## 4. CLOSINGS

The "initial closing" shall occur on November 15, ~~XXXXXXXXXX~~ 1985. "Final closing" shall occur if and when all covenants and conditions herein to be performed by purchaser have been so performed.

\*plus \$68.25 representing  
/ 1/12th of the real estate taxes, for a total monthly payment of \$400.00.

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## 5. POSSESSION

Possession shall be granted to Purchaser at 12:00 Noon on November 15, ~~XXXXXXXXXX~~ 1985, provided that the full down payment minus net prorations due in favor of Purchaser, if any, has been paid to Sellers in cash or by cashier's or certified check on the initial closing date, and further provided that Purchaser on such initial closing date is otherwise not in default hereunder.

## 6. PRIOR MORTGAGES

A. Seller reserves the right to keep or place a mortgage or trust deed ("prior mortgage") against the title to the premises with a balance including interest not to exceed 80% 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 Purchaser may have in the premises and Purchaser 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 shall in any way accelerate the time of payment provided for in this agreement or provide for payment of any amount, either interest or principal, exceeding that 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 Purchaser under this agreement.

B. Sellers shall from time to time, but not less frequently than once each year and anytime Purchaser has reason to believe a default may exist, exhibit to Purchaser receipts for payments made to the holders of any indebtedness secured by any such prior mortgage, upon thirty (30) days written notice from Purchaser to Sellers.

C. In the event Sellers 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, Purchaser shall have the right,

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POSSESSION 10

The following information is provided for your information only. It is not intended to be used for any other purpose. The information is provided as a service to the public and is not guaranteed to be accurate or complete. The information is provided as a service to the public and is not guaranteed to be accurate or complete.

PROPERTY 10

The following information is provided for your information only. It is not intended to be used for any other purpose. The information is provided as a service to the public and is not guaranteed to be accurate or complete. The information is provided as a service to the public and is not guaranteed to be accurate or complete.

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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 Purchaser to protect Purchaser's interests hereunder from the unpaid balance of the purchase price or from the installment payments to be made under this agreement.

## 7. SURVEY

Prior to the initial closing, Sellers shall deliver to Purchaser or his agent a spotted survey of the premises, certified by a licensed surveyor, having all corners staked and showing all improvements existing as of this contract date and all easements and building lines. (In the event the premises is a condominium, only a copy of the pages showing said premises on the recorded survey attached to the Declaration of Condominium shall be required.)

## 8. TITLE

A. At least one business day prior to the initial closing, Sellers shall furnish or cause to be furnished to Purchaser at Sellers' expense an owners duplicate certificate of title issued by the Registrar of Titles and special tax and lien search or a commitment issued by a title insurance company licensed to do business in Illinois, to issue a contract 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:

- a. The general exceptions contained in the policy, unless the real estate is improved with a single family dwelling or an apartment building or four or fewer residential units;
- b. the "permitted exceptions" set forth in paragraph 2;
- c. prior mortgage permitted in paragraph 6;
- d. other title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount.

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which may be removed by the payment of money and which shall be removed at or prior to the initial closing; and

e. acts done or suffered by or judgments against the Purchaser, or those claiming by, through or under the Purchaser.

B. If the title commitment discloses unpermitted exceptions, the Sellers 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 thirty (30) day period to allow Sellers time to have said exceptions waived. If the Sellers fails to have unpermitted exceptions waived, or in the alternative, to obtain a commitment for title insurance specified above as to such exceptions, 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 Purchaser 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 Purchaser hereunder shall be refunded.

C. Every title commitment which conforms with subparagraph "A" shall be conclusive evidence of good title therein shown, as to all matters insured by the policy, subject only to special exceptions therein stated.

D. If a special tax search, lien search, a judgment search or the title commitment disclose judgments against the Purchaser which may become liens, the Sellers may declare this agreement null and void and all earnest money shall be forfeited by the Purchaser.

E. Purchaser's taking possession of the premises shall be conclusive evidence that Purchaser in all respects accepts and is satisfied with the physical condition of the premises, all matters

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shown on the survey and the condition of title to the premises as shown to him on or before the initial closing. Sellers shall upon said delivery of possession have no further obligation with respect to the title or to furnish further evidence thereof, except that Sellers shall remove any exception or defect not permitted under Paragraph 8, subparagraph "A" resulting from acts done or suffered by, or judgments against the Sellers.

## 9. AFFIDAVIT OF TITLE

Sellers shall furnish Purchaser 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. In the event title to the property is held in trust, the Affidavit of Title required to be furnished by Sellers shall be signed by the trustee and the beneficiary or beneficiaries of said trust. All parties shall execute an "ALTA Loan and Extended Coverage Owner's Policy Statement" and such other documents as are customary or required by the issuer of the commitment for title insurance.

## 10. HOMEOWNER'S ASSOCIATION

A. In the event the premises are subject to a townhouse, condominium or other homeowner's association, Sellers shall, prior to the initial closing, furnish Purchaser with 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 Purchaser 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

Insurance premiums, general taxes, association assessments, rents, security deposits, and, if final meter readings cannot be obtained, water and other utilities shall be adjusted ratably as of the date of initial closing. Possession shall be prorated as of the date of initial closing. The Sellers shall pay the 1984 real taxes and the 1985 taxes shall be prorated upon receipt of bills.

## 12. SELLER'S REPRESENTATIONS

A. Sellers expressly 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 on the premises herein described before this agreement was executed, has been received by the Sellers, his principal or his agent within ten (10) years of the date of execution of this agreement.

B. Sellers 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 Purchaser. Upon the Purchaser's request prior to the time of possession, Sellers shall demonstrate to the Purchaser or his representative all said equipment and upon receipt of written notice of deficiency shall promptly and at Sellers' expense correct the deficiency. In the absence of written notice of any deficiency from the Purchaser prior to the date specified for initial closing it shall be concluded that the condition of the above equipment is satisfactory to the Purchaser and the Sellers shall have no further responsibility with reference thereto.

C. Sellers agrees to leave the premises in broom clean condition. All refuse and personal property not to be delivered to Purchaser shall be removed from the premises at Sellers'

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expense before the date of initial closing.

**13. PURCHASER TO MAINTAIN**

Purchaser shall keep the improvements on premises and the grounds in as good repair and condition as they now are, ordinary wear and tear excepted. Purchaser shall make all necessary repairs and renewals 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, etc. If, however, the said premises shall not be thus kept in good repair, and in a clean, sightly, and healthy condition by Purchaser, Sellers may either (a) enter same, himself, or by their agents, servants, or employees, without such entering cause or constituting a termination of this agreement or an interference with Purchaser's possession of the premises, and make the necessary repairs and do all the work required to place said premises in good repair and in a clean, sightly and healthy condition, and Purchaser agrees to pay to Sellers, as so much additional purchase price for the premises, the expenses of the Sellers in making said repairs and in placing the premises in a clean, sightly, and health condition; or (b) notify the Purchaser to make such repairs and to place said premises in a clean, sightly, and healthy condition within thirty (30) days of such notice (except as is otherwise provided in Paragraph 21), and, upon default by Purchaser in complying with said notice, then, Sellers may avail himself of such remedies as Sellers may elect, if any, from those that are by this agreement or at law or equity provided.

**14. FIXTURES AND EQUIPMENT**

At the time of delivery of possession of the premises to Purchaser, Purchaser also shall receive possession of the personal property to be sold to Purchaser pursuant to the terms of the agreement as well as of the fixtures and equipment permanently attached to the improvements on the premises, but until payment in

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CLERK OF THE SUPERIOR COURT

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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 the Sellers.

## 15. INSURANCE

A. Purchaser shall from and after the time specified in Paragraph 4 for possession keep insured against loss or damage by fire or other casualty, the improvements now and hereafter erected on premises with a company, or companies, reasonably acceptable to Sellers and, also, flood insurance where applicable, with coverage not less than the balance of the purchase price 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 mortgages or trustee, if any, as their interests may appear; such policy or policies shall be held by Sellers, and Purchaser shall pay the premiums thereon when due.

B. 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 (a) 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 (b) 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 purchase price.

C. Purchaser shall procure and maintain during the term of this agreement at Purchaser's own cost and expense, a policy of insurance with a responsible company authorized to do business in the State of Illinois insuring Sellers and Purchaser as their interests may appear against public liability and property damage covering the use and operation of the real estate and personal property with limits of not less than Three hundred thousand

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Dollars (\$300,000.00) for each accident for bodily injury and One hundred thousand Dollars (\$100,000.00) for property damage.

D. Any insurance procured and maintained by Purchaser under the foregoing provisions shall not be subject to cancellation except after ten (10) days prior written notice to Sellers.

## 16. TAXES AND CHARGES

It shall be Purchaser's obligation to pay at Purchaser's expense 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, homeowner association assessments and charges now or hereafter levied or assessed or charged against the premises or any part thereof or any improvements thereon, including those heretofore due and to furnish Sellers with the original or duplicate receipts therefor.

## 17. PURCHASER'S INTEREST

A. No right, title, or interest, legal or equitable, in the premises described herein, or in any part thereof, shall vest in the Purchaser until the Deed, as herein provided, shall be delivered to the Purchaser.

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 Purchaser or others shall belong to and become the property of the Sellers without liability or obligation on Sellers' part to account to the Purchaser therefor or for any part thereof.

## 18. LIENS

Purchaser shall not permit a mechanics' judgment or other lien to attach to the premises.

## 19. PERFORMANCE

A. If Purchaser (a) defaults by failing to pay when due any single installment or payment required to be made to Sellers under the terms of this agreement and such default is not cured within

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ten (10) days of written notice of Purchaser; or (b) defaults in the performance of any other covenant or agreement hereof and such default is not cured by Purchaser within thirty (30) days after written notice to Purchaser (unless the default involves a dangerous condition which shall be cured forthwith); Sellers may treat such a default as a breach of this agreement and Sellers shall have any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity:

- (1) maintain an action for any unpaid installments;
- (2) declare the entire balance due and maintain an action for such amount; and
- (3) forfeit the Purchaser's interest under this agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Purchaser, and upon Purchaser's failure to surrender possession, maintain an action for possession under the Forecible Entry and Detainer Act, subject to the rights of Purchaser to reinstate as provided in that Act.

B. As additional security in the event of default, Purchaser assigns to Sellers 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, Sellers may collect any rent due and owing and may seek the appointment of a receiver.

C. If default is based upon the failure to pay taxes, assessments, insurance or liens, Sellers may elect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by Purchaser to Sellers.

D. Sellers may impose and Purchaser agrees to pay a late charge of four (4)% of any sum due hereunder which Sellers elect to accept ten (10) days after the date such sum was due.

E. Anything contained in subparagraphs "A" through "D" to the contrary notwithstanding, this agreement shall not be forfeited and determined, if within twenty (20) days after such

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[Faint, illegible text from a document, possibly a contract or legal notice, is visible in the background.]

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written notice of default Purchaser tenders to Sellers the entire unpaid principal balance of the purchase price and accrued interest then outstanding and cures any other defaults of a monetary nature affecting the premises or monetary claims arising from acts or obligations of Purchaser under this agreement.

## 20. DEFAULT, FEES

A. Purchaser or Sellers 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 Purchaser or Sellers is made a party defendant (or creditor in the event of Sellers' bankruptcy or being declared insolvent) as a result of the acts or omissions of the other party.

B. All rights and remedies given to Purchaser or Sellers 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, unless specifically waived in this agreement; 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 Purchaser or Sellers, or after the termination of Purchaser'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.

## 21. 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

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IN SENATE  
JANUARY 10, 1907

REPORT  
OF THE  
COMMISSIONERS OF THE LAND OFFICE  
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE  
MAY 15, 1906

THE LAND OFFICE HAS THE HONOR TO ACKNOWLEDGE THE RECEIPT OF THE REPORT OF THE COMMISSIONERS OF THE LAND OFFICE IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE MAY 15, 1906.

THE REPORT IS HEREBY REFERRED TO THE COMMITTEE ON LANDS AND MINES FOR THEIR CONSIDERATION.

RESOLVED, THAT THE REPORT BE PRINTED AND BOUND.

ATTEST:  
SECRETARY OF THE SENATE

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Sellers at the address shown in paragraph 3 or if to the Purchaser at the address of the premises. Notice shall be deemed made when mailed or served.

## **22. ABANDONMENT**

Thirty (30) days physical absence by Purchaser with any installment being unpaid, or removal of the substantial portion of Purchaser's personal property with installments being paid, and, in either case, reason to believe Purchaser has vacated the premises with no intent again to take possession thereof shall be conclusively deemed to be in abandonment of the premises by Purchaser. In such event, and in addition to Sellers' remedies set forth in Paragraph 21, Sellers may, but need not, enter upon the premises and act as Purchaser'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 market conditions. Purchaser shall be conclusively deemed to have abandoned any personal property remaining on or about the premises and Purchaser's interest therein shall thereby pass under this agreement as a bill of sale to Sellers without additional payment by Sellers to Purchaser.

## **23. SELLER'S ACCESS**

Sellers may make or cause to be made reasonable entries upon and inspection of the premises, provided that Sellers shall give Purchaser notice prior to any such inspection specifying reasonable cause therefor related to Sellers' interest in the premises.

## **24. 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 (1/12th) of the annual interest rate and shall be calculated upon the unpaid balance due as of the preceding month based upon a three hundred sixty (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.

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**25. ASSIGNMENT**

The Purchaser shall not transfer, pledge or assign this agreement, or any interest herein or hereunder nor shall the Purchaser lease nor sublet the premises, or any part thereof, <sup>without</sup> seller's written consent, which shall not be unreasonably withheld. Any violation or breach or attempted violation or breach of the provisions of this paragraph by Purchaser, or any acts inconsistent herewith, shall vest no right, title or interest herein or hereunder, or in the said premises in any such transferee, pledgee, assignee, lessee or sub-lessee, but Sellers may, at Sellers' option, declare this agreement null and void and invoke the provisions of this agreement relating to forfeiture hereof.\*

**26. FINAL CLOSING**

Purchaser shall be entitled to delivery of the Deed of conveyance aforesaid and a Bill of Sale to the personal property to be transferred to Purchaser 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 Sellers, which amount shall be without premium or penalty. At the time Purchaser provides notices to Sellers that she is prepared to prepay all amounts due hereunder, Sellers forthwith either shall produce and record at their 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 Purchaser. The repayment of the prior mortgage shall be supervised and administered by Purchaser's mortgage lender, if any. Upon repayment of the prior mortgage Sellers shall receive the cancelled note and a release deed in form satisfactory for recording shall be delivered to Purchaser. Sellers shall give Purchaser a credit against the balance of the purchase price for the cost of a credit against the balance of the purchase price for the cost of recording such release. In the even Purchaser does not have a mortgage lender, then the delivery of the cancelled

\*Purchaser may sell the subject property without the Seller's consent provided the Seller is paid in full the balance due under this contract.

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note to Sellers shall be simultaneous with the delivery of the Deed from Sellers to Purchaser, 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 office of the holder of the note secured by the prior mortgage. At the time of delivery of the Deed, Purchaser and Sellers shall execute and furnish such real estate transfer declarations as may be required to comply with State, County or local law. Sellers shall pay the amount of any stamp tax then imposed by State or County law on the transfer of title to Purchaser, and Purchaser 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 Purchaser unless otherwise provided in the local ordinance.

## 27. TITLE IN TRUST

A. In the event that title to the premises is held in or conveyed into a trust prior to the initial closing, it shall be conveyed to Purchaser when and if appropriate under the terms of this agreement in accordance with the provisions of Paragraph 2, except that the conveyance shall be by Trustee's Deed. In such case, the names and addresses of each and every beneficiary of and person with a power to direct the Title Holder is attached hereto and by this reference incorporated herein as Exhibit A.

B. The beneficiary or beneficiaries of or the person or persons with the power to direct the Trustee shall cumulatively be deemed to jointly and severally have all of the rights, benefits, obligations and duties by the Sellers to be enjoyed or performed hereunder and such person or persons with the power to direct the Trustee jointly and severally agree to direct the trustee to perform such obligations and duties as such persons or the beneficiaries may not under the terms of the Trust agreement do or perform themselves directly.

C. If, at the time of execution of this agreement, title to the premises is not held in a trust, Sellers agrees that upon the

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STATE OF ILLINOIS

IN SENATE

January 10, 1900

REPORT

OF THE

COMMISSIONERS

OF THE

LAND

OFFICE

IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE

ON JANUARY 10, 1899

AND A RESOLUTION PASSED BY THE HOUSE OF REPRESENTATIVES

ON JANUARY 10, 1899

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ON JANUARY 10, 1899

CHAS. W. BROWN, COMMISSIONER

CHAS. W. BROWN, COMMISSIONER

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## **33. PROVISIONS SEVERABLE**

The unenforceability or 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 benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Sellers and Purchaser. Time is of the essence of this agreement.

## **35. JOINT AND SEVERAL OBLIGATIONS**

The obligations of two or more persons designated "Sellers" or "Purchaser" 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 or the premises.

## **36. NOT BINDING UNTIL SIGNED**

A duplicate original of this agreement duly executed by the Seller and his spouse, if any, or if Seller is a trustee, then by said trustee and the beneficiaries of the Trust shall be delivered to the Purchaser or his attorney on or before November 15, 1985 ; otherwise at the Purchaser's option this agreement shall become null and void and the earnest money, if any, shall be refunded to the Purchaser.

## **37. REAL ESTATE BROKER**

Sellers and Purchaser represent and warrant that no real estate brokers were involved in this transaction.

## **38. MECHANICS LIENS**

Purchasers shall have the right to paint, decorate and make repairs to the subject premises without further consultation from the Sellers, provided that no mechanic's liens shall be allowed to attach to the premises. Purchasers shall not make any structural alterations to the premises without first obtaining the written consent of the Sellers.

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## 39. TITLE COSTS

Sellers having furnished evidence of merchantible title by way of a commitment for title insurance in the amount of the purchase price Sellers shall have no further obligation for title insurance, title reports, surveys and the like but for the cost of clearing any obligations to title caused by Sellers and revenue stamps.

## 40. SELLERS' RIGHT TO SUBORDINATION AGREEMENT

So long as there remains any unpaid principal balance under this agreement Sellers reserve the right to use the property as secured collateral up to the amount of the outstanding principal balance due and Purchasers agree to sign any subordination agreement that may be required. In the event of any default by Sellers upon such obligations Purchasers shall have the right to apply any payments due hereunder to the satisfaction thereof including all penalties and interest.

## 41. ATTORNEYS FEES

In addition to payment of reasonable attorney fees for enforcement of this contract, Purchasers agree to pay Sellers any reasonable attorney fees incurred by Sellers in enforcing this contract even if judicial proceedings are not instituted to enforce this agreement.

## 42. ASSIGNMENT OF RENTS

Upon execution hereof, Purchasers shall deliver to Sellers in a form acceptable to Sellers, an assignment of rents for the real estate here being sold.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this <sup>October</sup> ~~September~~, 1985.

SELLERS:

*Norbert P. Zagas*  
NORBERT P. ZAGAS

*Bernarda Zagas*  
BERNARDA ZAGAS

PURCHASER:

*Donna Davis*  
DONNA DAVIS

12/28/85

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