

FOR UNDIVIDED ONE-HALF TENANT IN COMMON INTEREST, Made this 13th day of March 1964

Articles of Agreement between FRANK WILJER AND SUSAN WILJER, his wife his wife (hereinafter called Sellers), and FRANK S. WILJER AND DOROTHY B. WILJER, his wife

tenants in common (hereinafter called Buyers), WITNESSETH:

CONVEYANCE; LEGAL DESCRIPTION.

1. That if the Buyers shall first make the payments and perform their covenants and agreements hereinafter mentioned, Sellers shall convey or cause to be conveyed to Buyers by a good and sufficient warranty deed... Let Nine (9) in Block Two (2) in Arthur T. McIntosh and Company's Southtown Farms Unit Number 2, being a Subdivision in Fractional Section 27, and 28, North of the Indian Boundary Line in Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Subject to building and building line restrictions; to covenants, agreements and restrictions of record; to party wall rights of record; to general taxes and special assessments from date hereof; to all installments of special assessments heretofore levied falling due after date hereof; and any acts of Buyers.

PURCHASE PRICE AND MODE OF PAYMENT.

2. Buyers her by covenant and agree to pay to Seller, at such place as they may designate, the sum of \$10,000.00 payable as follows, name None cash, receipt of which is hereby acknowledged; and the balance of \$10,000.00 shall be payable \$60.00 or more each month commencing on the 1st day of April 1964, and a like amount on the same day of each month succeeding until fully paid.

The interest being purchased and the conveyance to be made pursuant to this agreement, is for an undivided one-half tenant in Common interest.

Said monthly installments shall be applied first on interest from date hereof at the rate of None per cent per annum on the principal sum remaining from time to time unpaid... and the remainder on principal. If any purchase money mortgage is provided hereinabove, it shall be payable on the same terms and conditions as herein set forth; and when said mortgage is delivered to Sellers, they shall execute and deliver their warranty deed, subject as aforesaid, to Buyers.

SUBORDINATION TO MORTGAGE.

3. That Sellers can at any time hereafter place on the real estate a mortgage, or refinance the existing mortgage, if any, and Buyers upon request shall execute any and all papers necessary to effect a subordination of these Articles to such mortgage, failure of the Buyers to comply with such request to constitute a default hereunder, provided that the amount of any such mortgage does not exceed the balance due hereunder and that the payments under such mortgage shall not be more than the within monthly installments, with the privilege in Buyers, in case of default in payments on such mortgage, to pay the same and receive credit therefor on these Articles.

PAYMENT OF TAXES. (SEE ATTACHED RIDER)

4. That Buyers shall promptly pay all real estate taxes, but if the payment thereof is not included in the monthly installment aforesaid, Buyers shall promptly pay the same when due and within the 15th day to Sellers, and if such taxes are not paid, Sellers consent to pay the same on behalf of Buyers and add the same to the balance due hereunder.

NO LIENS PERMITTED.

5. That the Buyers shall not permit any mechanic's or other lien to attach to or be against said real estate, nor shall they enter into any contract for the repairs or improvement of said real estate without the express written consent thereto of the Sellers first obtained, provided that if such consent be given, no personal liability by reason thereof shall be imposed on Sellers.

ASSIGNMENT; INSURANCE.

6. That the Buyers shall not transfer or assign these Articles or any interest therein without the previous written consent of the Sellers, and if said consent be not obtained such purported transfer or assignment shall at the option of Sellers be null and void. That Buyers shall at their expense keep all buildings on said property insured against loss by fire, lightning, and windstorm in companies acceptable to Sellers in an amount at least equal to the sum containing impact hereunder, and that Buyers shall carry a full value public liability insurance in an amount equal to \$500,000.00 and shall not permit any work on the premises. (FOR INSURANCE PROVISIONS SEE ATTACHED RIDER)

DEFAULT IN PAYMENTS; PERIOD OF GRACE.

7. That if Buyers fail either to make any of the monthly payments above provided or to perform any of the covenants required of them, the Articles shall at the option of Sellers be forfeited and determined, and in such event all payments heretofore made shall be forfeited to and retained by Sellers in full satisfaction and liquidation of all damages sustained by them, and Sellers shall have the right to re-enter and take possession of the property; provided, however, that Sellers shall by written notice, mailed to or served upon Buyers at the address of the property, notify Buyers that 30 days from date of such notice the entire balance shall be due and payable, and if such balance be not then paid, the above forfeiture and determination shall be in full force and effect; provided, further, that Buyers shall have the option during any calendar year to be late in making one payment and not be deemed in default if (a) such payment is made within 30 days from its due date and (b) if Buyers shall within 5 days from said due date notify Sellers in writing that Buyers exercise such option.

TITLE SUBMITTED; TIME OF ESSENCE.

8. That evidence of title has been submitted to and approved by Buyers who shall upon delivery of deed receive from Sellers either the guarantee title policy of the Chicago Title and Trust Company as of the date of evidence of title or Owner's Duplicate Certificate issued by the Registrar of Titles; that the time of payment shall be of the essence of these Articles; and that this contract shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

Frank Wiljer (SEAL) Susan Wiljer (SEAL)
Frank S. Wiljer (SEAL) Dorothy B. Wiljer (SEAL)
BUYERS SELLERS

85320761

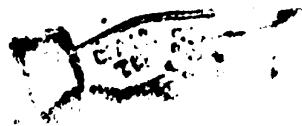
UNOFFICIAL COPY

Articles of Agreement

FOR WARRANTY DEED

TO

ADDRESS OF PROPERTY:



MAIL TO:

2101 1st St
St. Louis
63102
Missouri
2/11/85

Received on the within Contract
the following sums

Table with columns: DATE, AMOUNT, PERCENTAGE, TAX, NO., BALANCE. The table is mostly empty.

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Received on the within Contract
the following sums

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DEPT. OF RECORDING
TOLSON TRAN 2797 12/12/85 11.41.00
4535 • A • 85-326761

Received on the within Contract
the following sums

Table with columns: DATE, AMOUNT, PERCENTAGE, TAX, NO., BALANCE. The table is mostly empty.

Table with columns: DATE, AMOUNT, PERCENTAGE, TAX, NO., BALANCE. The table is mostly empty.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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1. It is further agreed, by and between the parties hereto, that all subsequent real estate taxes are to be shared between the parties to this agreement, each contributing a sum equal to one-half of said tax.

2. It is further agreed, by and between the parties hereto, that all subsequent utility bills are to be shared between the parties to this agreement, each contributing a sum equal to one-half of said bills.

3. It is further agreed, by and between the parties hereto, that all subsequent insurance premiums are to be shared between the parties hereto, each contributing a sum equal to one-half of said premiums.

Frank Wiljer
FRANK WILJER

Susan Wiljer
SUSAN WILJER

Frank S. Wiljer
FRANK S. WILJER

Dorothy R. Wiljer
DOROTHY R. WILJER

85321761

