

UNOFFICIAL COPY

Articles of Agreement, Made this 15th day of September A. D.

Nineteen Hundred and Sixty-Six (1966), between MINNIE MARY COLLINS and HERMAN COLLINS, her husband, hereinafter called Seller, and WILLIAM GRIFFIN and ALICE GRIFPIN, his wife, hereinafter called Purchaser;

WITNESSETH, That if the Purchaser shall first make the payments and perform the covenants hereinafter mentioned on Purchaser's part to be made and performed, the Seller hereby covenants and agrees to convey and assure to the said Purchaser, in fee simple clear of all incumbrances whatever, including waiver of dower and homestead, except as hereinafter provided, by a good and sufficient Warranty Deed, accompanied by a Certificate of Title issued by the Registrar of Titles or complete merchantable abstract of title or merchantable copy to the date hereof or merchantable warranty policy, the lot, piece, or parcel, of ground situated in the County of Cook and State of Illinois known and described as follows:

Lots 8 and 9 of Miller's Subdivision of block 9 in Street's Subdivision of the East half of the South West quarter of Section 17, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 1221 West 109th Street, Chicago, Illinois

And the Purchaser hereby covenants and agrees to pay to the Seller, at such place as Seller may from time to time designate in writing, and until such designation, at the office of Sellers, c/o Bernice Hedric, 6142 W. Avalon Circle, Phoenix, Arizona, the sum of twelve thousand dollars (\$12,000.00) in the manner following, to-wit:

ONE THOUSAND DOLLARS (\$1,000.00) on the signing of this contract, and ONE THOUSAND DOLLARS (\$1,000.00) on or before November 1, 1966, and the balance of TEN THOUSAND DOLLARS (\$10,000.00) with interest on the unpaid balance from time to time unpaid at the rate of six per cent (6%) per annum. Said principal and interest shall be paid in monthly installments of ONE HUNDRED EIGHT DOLLARS (\$108.00) or more on the first day of each month commencing with the first day of December, 1966, until the contract is fully paid. Said monthly payments shall be first applied to interest and the balance to principal. Interest for each month shall be added to the unpaid balance on the first day of each month at the rate of 1/12th (SEE RIDER ATTACHED)

It is further expressly intended and agreed between the parties hereto that the conveyance to be made by the Seller shall be subject to the following:

1. That the conveyance to be made by the Seller shall be subject to the following:
 - (a) All taxes, special assessments and special taxes levied after the year A. D. 1965
 - (b) All installments of special assessments heretofore levied falling due after the year A. D. 1965
 - (c) The rights of all persons claiming by, through or under the Purchaser;
 - (d) Party-walls and party-wall agreements if any;
 - (e) Building lines and building restrictions;
 - (f) The rights, if any, of the public in any portion of the premises aforesaid, which may fall within any public street, way or alley adjacent or contiguous to said premises.
2. The Purchaser shall not suffer or incur any mechanic's lien or other lien to attach to or be against or upon the property aforesaid, which shall or may be superior to the rights of the Seller.
3. That each and every contract for repairs and improvements on the premises aforesaid, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim or right of lien against the property herein agreed to be conveyed, and no contract or agreement, oral or written, shall be executed by the Purchaser for repairs or improvements upon the property aforesaid, except the same contain such express waiver or release of lien upon the part of the party contracting, and a copy of each and 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.
4. That the Purchaser shall not transfer or assign this agreement or any benefit therein, without the previous written consent of the Seller, and that 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 said premises, but shall render this contract null and void, at the election of the Seller; and that the Purchaser will not sublet or lease said premises, or any part thereof, for any purpose, except upon the previous written consent of the Seller.
5. That no right, title or interest, legal or equitable, in the premises aforesaid, or any part thereof, shall vest in the Purchaser until the delivery of the deed aforesaid by the Seller, or until the full payment of the purchase price in full and in the manner herein provided.
6. That no extension, change, modification or amendment to or of this instrument of any kind whatsoever shall be made or claimed by the Purchaser, and that no notice of any extension, change, modification or amendment, made or claimed by the Purchaser, shall have any force or effect whatsoever except the same shall be endorsed in writing on this agreement and be signed by the parties hereto.
7. That this agreement shall not, nor shall any copy thereof, nor any statement, paper or affidavit, in any way or manner referring herein, be filed in the office of the Recorder of Deeds of said County, or in any other public office, by the Purchaser, or any one acting for or in behalf of the Purchaser, and that if the same be so filed by the Purchaser, or any one acting for or in behalf of the Purchaser, this agreement and each and every provision hereof shall, at the option of the Seller, be and become absolutely null and void and of no further force or effect whatsoever, and thereupon all the rights, claims and demands of the Purchaser arising hereunder or because of any act or thing done on account hereof, shall thereupon be cancelled and discharged and, in addition thereto, the Purchaser shall pay to the Seller all expenses, including court costs and collector's fees, incurred by Seller in any proceeding to remove such contract, paper, affidavit, instrument or notice from record as a cloud on the title to the property, all without prejudice to any other right of the Seller to declare this agreement ended and therefor absolutely null and void, which right is hereby expressly given to and reserved by the Seller.
8. That said Purchaser shall keep all buildings at any time on said premises insured at Purchaser's expense against loss by fire, lightning and windstorm in companies to be approved by the Seller to an amount at least equal to the sum remaining unpaid hereunder, which insurance, together with all additional insurance shall require all payments for loss to be applied on said indebtedness, and to cover the said policies of insurance to Seller.
9. And in case of the failure of the Purchaser to make any of the payments, or any part thereof, or perform any of the covenants hereof on Purchaser's part hereby made and entered into, this contract shall at the option of the Seller, be forfeited and determined, and the Purchaser shall forfeit all payments made on this contract, and such payments shall be retained by the said Seller in full satisfaction, and as liquidated damages by Seller assigned, and in such event the Seller shall have the right to re-enter and take possession of the premises aforesaid.
10. In the event this contract or agreement shall be declared null and void by the Seller on account of any default, breach or violation by the Purchaser in any of the provisions hereof, the same shall become and be null and void and be so conclusively determined by the filing by the Seller, of a written declaration of forfeiture hereof, in the Recorder's Office of said County.
11. That in the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, on the premises aforesaid, which may be put upon or on said premises by the Purchaser shall belong to and be the property of the Seller without liability or obligation on Seller's part in account to the Purchaser therefor or for any part thereof.
12. That the Purchaser shall pay to the Seller all costs and expenses, including attorney's fees, incurred by the Seller in any action or proceeding to which Seller may be made a party by reason of being a party to this agreement, and that the Purchaser will pay to the Seller all costs and expenses, including attorney's fees incurred by the Seller in enforcing any of the covenants and provisions of this agreement and incurred in any action brought by Seller against the 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 the Seller against the Purchaser on or under this agreement.
13. It is further expressly agreed between the parties hereto that the remedy of forfeiture herein given to the Seller shall not be exclusive of any other remedy, but that the Seller shall, in case of default or breach, or for any other reason herein contained, have every other remedy given by this agreement and 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.
14. The Purchaser hereby irrevocably constitutes, appoints, authorizes and empowers the Seller, or any attorney-in-fact or agent of the Seller, or any attorney of the Seller, to enter Purchaser's appearance in any court of record, waive process and answer thereof and trial by jury, and confess judgment herein to enter Purchaser's appearance in any court of record, waive process and answer thereof, and all errors and right of appeal 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 also to enter Purchaser's appearance in such court, waive process and answer thereof, and all errors and right of appeal from such judgment or judgments, and to waive all notices and consent in writing that proper writ for possession may be issued immediately; said 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.
15. If there be more than one person designated herein as "Seller" or as "Purchaser," said word or words (as the case may be) wherever used herein, and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as plural.

IT IS MUTUALLY AGREED by and between the parties hereto, that the time of payment shall be of the essence of this contract; and that the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, The parties to these Presents have herunto set their hands and seals in duplicate, the day and year first above written.

Sealed and Delivered in the Presence of

_____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)

EXHIBIT "A"

86466850

Articles of Agreement
FOR WARRANTY DEED

UNOFFICIAL COPY

ADDRESS OF PROPERTY TO

TO

AFTER RECORDING PLEASE MAIL TO

Mr. Nicholas C. Pamel
Attorney at Law
Seven South Dearborn Street
Chicago, Illinois 60603

MAIL TO:

GEORGE E. COLLETT COMPANY

ASSIGNMENT.

For value received, the undersigned do hereby assign all right, title and interest in, to and under the within assignment of agreement for warranty deed.

unto heirs and assigns, subject to the consent of the Seller thereunder, and in consideration of such consent do hereby guarantee the performance by said assignee of all the covenants on the part of the Purchaser.

Witness the hand and seal of the undersigned, this day of A. D. 19

[SEAL]

[SEAL]

In consideration of the above assignment and written consent of the Seller, hereby assume and agree to make all the payments and perform all the covenants and agreements of the Purchaser to be made and performed under the within agreement.

Witness hand and seal this day of A. D. 19

[SEAL]

[SEAL]

CONSENT TO ASSIGNMENT.

herby consent to the foregoing assignment of the within agreement to on the express condition, however, that the assignor shall remain liable for the prompt payment and performance of the covenants on the part of the Purchaser therein mentioned, and that no further assignment of said agreement, or any part thereof shall be made without the written assent thereto of the undersigned.

Witness hand and seal this day of A. D. 19

[SEAL]

Received on the within Contract
the following sums

86466850

Received on the within Contract
the following sums

DATE	INTEREST	PRINCIPAL	REMARKS
19	Dollars Ct.	Dollars Ct.	
19	Dollars Ct.	Dollars Ct.	

DATE	INTEREST	PRINCIPAL	REMARKS
19	Dollars Ct.	Dollars Ct.	

QUIT CLAIM DEED - JOINT TENANCY
State of (ILLINOIS)
(Individual to Individual)

UNOFFICIAL COPY 86466851

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

THE GRANTORS, WILLIAM GRIFFIN and
ALIZEATE GRIFFIN, his wife,

of the City of Chicago, County of Cook,
State of Illinois for the consideration of
TEN AND NO/100 (\$10.00) ----- DOLLARS,

in hand paid,
CONVEY and QUIT CLAIM to WILLIAM GRIFFIN
and ALIZEATE GRIFFIN, his wife, 1221 West
109th Street, Chicago, Illinois 60643

DEPT-01 RECORDING \$11.00
T#3333 TRAN 2287 10/07/86 09:50:00
#3961 #A *86-466851
COOK COUNTY RECORDER

(The Above Space For Recorder's Use Only)

(NAMES AND ADDRESS OF GRANTEE(S))

not in Tenancy in Common, but in JOINT TENANCY, all interest in the following described Real Estate
situated in the County of Cook in the State of Illinois, to wit:

Lots 8 and 9 of MILLER'S SUBDIVISION of Block 9 in
Street's Subdivision of the East Half of the Southwest
Quarter of Section 17, Township 37 North, Range 14
East of the Third Principal Meridian, in Cook County,
Illinois

PERMANENT REAL ESTATE INDEX NUMBER: 25-17-320-015-0000

J.B. ALL

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of
Illinois. TO HAVE AND TO HOLD said premises not in tenancy in common, but in joint tenancy forever.

DATED this 24th day of April, 1986

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)
WILLIAM GRIFFIN (SEAL) ALIZEATE GRIFFIN (SEAL)
William Griffin (SEAL) *Alizeate Griffin* (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 WILLIAM
GRIFFIN and ALIZEATE GRIFFIN, his wife,

IMPRESS SEAL HERE personally known to me to be the same person as whose name are subscribed
to the foregoing instrument, appeared before me this day in person, and acknowl-
edged that they signed, sealed and delivered the said instrument as their
free and voluntary act, for the uses and purposes therein set forth, including the
release and waiver of the right of homestead. 86466851

Given under my hand and official seal, this 27th day of May, 1986

Commission expires 4-3-88 1988 *Priscilla Bonney*
NOTARY PUBLIC

This instrument was prepared by Nicholas C. Pamel, 7 S. Dearborn, Chicago,
(NAME AND ADDRESS) Illinois 60603

MAIL TO: { Nicholas C. Pamel, Esq. (Name)
7 So. Dearborn, Suite #1212 (Address)
Chicago, Illinois 60603 (City, State and Zip) }

ADDRESS OF PROPERTY: 1221 West 109th Street
Chicago, Illinois
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES
ONLY AND IS NOT A PART OF THIS DEED.
SEND SUBSEQUENT TAX BILLS TO: (Name)
(Address)

OR RECORDER'S OFFICE BOX NO. 15

EXEMPT UNDER PROVISIONS OF PARAGRAPH E, SECTION 4, REAL ESTATE TRANSFER TAX ACT, AND EXEMPT UNDER
PROVISIONS OF PARAGRAPH E, SEC. 200.1-2(B-6) OF THE CHICAGO TRANSACTION TAX ORDINANCE.

N.C. Pamel 04/28/1986

86466851

AFFIX "RIDERS" OR REVENUE STAMPS HERE

220387
1007
2082

UNOFFICIAL COPY

Quit Claim Deed

JOINT TENANCY
INDIVIDUAL TO INDIVIDUAL

TO

GEORGE E. COLE®
LEGAL FORMS

Property of Cook County Clerk's Office