(1) 86136177 191790

This form has been approved by the Real Estate Law Committee of the DuPage County Bar Association for use by Lawyers only.

ARTICLES OF AGREEMENT FOR DEED

1. BUYER, Matthew Weber and Michael Kropsch Address 375 N. Mission, Villa Park Du Page County; State of IL. agrees to purchase, and SELLER, Mark G. and Maria A. R. Haramija, his wife Address 7322 Bunker Road, Darien Du Page County; State of IL. agrees to sell to Buyer at the PURCHASE PRICE of Fifty-Six Thousand Six Hundred Fifty-Six and no/100 Dollars ($ 56,656.00) the *PROPERTY commonly known as* 5309 W. 35th Ave., Cicero, IL. and legally described as follows:

Lot 4 in Block 3 in Vaclav P. Kral's subdivision of Blocks 3 and 4 in Calvin F. Taylor's Subdivision of the East half of the Southwest Quarter of Section 33, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.I. # 16-33-304-006 c/k/a 5309 W. 35th St., Cicero, IL. 60650

(hereinafter referred to as "the premises")

with approximate lot dimensions of 30'x 125' , 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; *roof or attic T.V. antenna; all planted vegetation;* garage door openers and car units; and the following items of personal property.

All of the foregoing items shall be left on the premises, are included in the sale price, and shall be transferred to the Buyer by a Bill of Sale at the time of final closing.

2. THE DEED:

a. If the Buyer shall first make all the payments and perform all the covenants and agreements in this agreement required to be made and performed by said Buyer, at the time and in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to Buyer (in joint tenancy) or his nominee, by a recordable, stamped xxxx Limited 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 of occupancy restrictions, conditions and covenants of record; (d) Zoning laws and ordinances; (e) Easements for public utilities; (f) Drainage ditches, feeders, laterals and drain tile, pipe or other conduit; *(g) If the property is other than a detached, single-family home: party walls, party wall rights and agreements;* covenants, conditions and restrictions of record; terms, provisions, covenants, and conditions of the declaration of condominium, if any, and all amendments thereto; any easements established by or implied from the said declaration of condominium or amendments thereto, if any; limitations and conditions imposed by the Illinois Condominium Property Act, if applicable; installments of assessments *due after the time of possession and easements established pursuant to the declaration of condominium.*

b. The performance of all the covenants and conditions herein to be performed by Buyer shall be a condition precedent to Seller's obligation to deliver the deed aforesaid.

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3. INSTALLMENT PURCHASE: Buyer hereby covenants and agrees to pay to Seller x as directed by Seller 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* Eleven ,Five percent (11½%) per annum, all payable in the manner following to wit:

(a) Buyer has paid $ 1,000.00

~~(indicate check and/or note and due date) and will pay within xxxxxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxxxxxxxx~~. The earnest money shall be held by McCarthy Investments for the mutual benefit of the parties concerned;

(b) At the time of the initial closing, the additional sum of $2,156.00 , plus or minus prorations, if any, as is hereinafter *provided;*

(c) The balance of the purchase price, to wit: $ 53,500.00 to be paid in equal monthly installments of $ 529.82 each, commencing on the 1st day of March , 19 86 , and on the 1st day of each month thereafter until the purchase price is paid in full ("Installment payments");

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(d) The final payment of the purchase price and all accrued but unpaid interest and other charges as hereinafter provided, if not sooner paid shall be due on the 1st day of February , 2016 ;

(e) All payments received hereunder shall be applied in the following order of priority: first, to interest accrued and owing on the un*paid 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;

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

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4. CLOSINGS: The "initial closing" shall occur on Feb. 12 , 19 85 , (or on the date, if any, to which said date is *extended by reason of subparagraph 8 (b)* at ~~Buyer's~~ Seller's ATtorney's office . "Final closing" shall occur if and when all covenants and conditions herein to be performed by Buyer have been so performed.

5. POSSESSION: Possession shall be granted to Buyer at 12:01 A.M. ~~on~~ xx at closing , 19 ____ , provided that the full *down payment* minus net prorations due in favor of Buyer, if any, has been paid to Seller in cash or by cashier's or certified check on the initial closing date, and further provided that Buyer 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 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 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 including any such prior mortgage 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 Buyer under this Agreement.

(b) Seller shall from time to time, but not less frequently than once each 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.

(c) 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 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, Seller shall deliver to Buyer or his agent a spotted survey of the premises, certified by a licensed sur*veyor, 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.)

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This instrument prepared by: Kenneth A. Abraham, 1021 75th St., Darien, IL. 60559

(b) The beneficiary or beneficiaries of and 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 Seller 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, Seller agrees that upon the written request of the Buyer any time prior to the final closing, Seller shall convey title into a trust and comply with subparagraphs (a) and (b) of this paragraph 29 with Buyer paying all trust fees and recording cost resulting thereby.

30. RECORDING: The parties shall record this Agreement or a memorandum thereof at Buyer's expense.

31. RIDERS: The provision contained in any rider attached hereto are and for all purposes shall be deemed to be part of this Agreement as though herein fully set forth.

32. CAPTIONS AND PRONOUNS: The captions and headings of the various sections or paragraphs of this Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

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 Seller and Buyer. Time is of the essence in this Agreement.

35. JOINT AND SEVERAL OBLIGATIONS: The obligations of two or more persons designated "Seller" or "Buyer" 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 Buyer or his attorney on or before ________, 19____; otherwise at the Buyer's option this Agreement shall become null and void and the earnest money, if any, shall be refunded to the Buyer.

37. REAL ESTATE BROKER: Seller and Buyer represent and warrant that no real estate brokers were involved in this transaction other than

McCarthy Investments

and ________________

~~Seller shall pay the brokerage commission of said broker(s) in accordance with a separate agreement between Seller and said broker(s) at~~ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

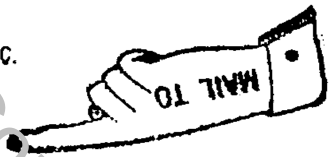
IN WITNESS OF, the parties hereto have hereunto set their hands and seals this 31 day of January, 19 86

SELLER:
+ Mark G. Haramija
Maria A. R. Haramija

BUYER:
Matthew + Weber
Michael G Kropsch

This instrument prepared by

KENNETH A. ABRAHAM & ASSOCIATES P.C.
DARIENBROOK CENTER
1021 75th STREET
DARIEN, ILLINOIS 60559
ATTORNEYS AT LAW



STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Matthew Weber + Michelle Kropsch personally known to me to be the same person s whose name s are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that ___ signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 31 day of January, 19 86.

Diane Jablonski
Notary Public

Commission expires 10-4-88

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ________ personally known to me to be the same person____ whose name ____ subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that ____ signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of ________, 19___.

____
Notary Public

Commission expires ________

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, ________________, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ________________
Vice President of ________________
________ and ________ Secretary of said corporation who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such ________ Vice President and ________ Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said ________ Secretary then and there acknowledged that he, as custodian of the corporation, did affix the corporate seal of said corporation to said instrument as his own fee and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of ________, 19___.

____
Notary Public

Commission expires ________

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RIDER

This Rider is made a part of the Articles of Agreement for Deed between Mark G. Haramija and Maria A. R. Haramija, Seller, and Matthew Weber and Michael Kropsch, Buyer, dated on even date for the purchase of the property located at 5309 W. 35th Avenue, Cicero, Illinois, as if fully set forth therein. In the event of any conflict between the terms of this Rider and those of the Articles of Agreement for Deed, the provisions of those Articles shall govern.

1. The parties understand and agree that the Articles of Agreement for Deed are "wrap-around" Articles of Agreement, meaning that Buyer and Seller understand that Seller is a contract purchaser through the Veterans Administration who is the title holder to the property. Seller has executed an Installment Contract for Sale of Real Estate with the Veterans Administration and attached hereto and incorporated herein is a copy of that Installment Contract. Buyer agrees to be bound by the covenants and conditions of that Installment Contract as if they were the contract purchaser thereunder. The covenants and conditions thereof shall govern and buyer shall be required to comply therewith.

2. Buyer and Seller shall each deposit into escrow a Quit Claim Deed dated on even date fully executed and naming the other as Grantee. The purpose of this deposit is to assure compliance with the Articles. Should the Escrow Agent receive notice from Seller that Buyer is in default under these Articles, Escrow Agent shall send notice to the Buyer of that default. If Escrow Agent does not receive notice from the Buyer of any defense to the alleged breach within 30 days of the mailing of the notice, Escrow Agent shall turn over to Seller or Sellers Agent the deeds deposited by Buyer and Seller. Should Escrow Agent receive notice of a defense from Buyer, he shall retain all deeds until agreement of the parties or order of court.

Should the Escrow Agent receive notice from Buyer that they have fully complied with the provisions of the Articles and have either paid all monies due thereunder or are prepared to pay a specified balance due on a date certain not less than 45 days thereafter, Escrow Agent shall notify Seller. If Escrow Agent does not receive a response within 30 days, he shall obtain from Buyer an affidavit of the balance due under the Articles, and upon payment to Escrow Agent of the balance due the Deeds shall be turned over to Buyers or their agents. Should Escrow Agent receive any objection from Seller within that 30 day period he shall hold all deeds until order of court or agreement of the parties. Escrow agent is hereby irrevocably appointed as Agent of Buyer and Seller to sign all other documents necessary to transfer title to the other party, including revenue declarations and ALTA forms. "Notice" shall mean notice in writing and addressed to the last known address of the party with postage fully prepaid. Kenneth A. Abraham is hereby appointed as Escrow Agent and shall receive compensation at the rate of $75.00 per hour for any time expended in accordance with the provisions of this paragraph.

3. Buyer shall pay Seller all costs, including, but not limited to, title insurance, attorney's fees, survey and other costs necessary for Seller to have completed the purchase from Veterans Administration and to obtain title insurance in the name of Buyer, as contract purchasers.

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4. Seller makes no representations as to condition of premises, notwithstanding anything to the contrary stated on the Articles of Agreement.

Mark G. Haranizo
Seller

Buyer

Maria A. R. Haranizo
Seller

Michael C Kropach
Buyer

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