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AGREEMENT, made this 7th day of June, 1985, between

ANDRIJA VASILJ and ZDENKA VASILJ, his wife, Seller, and

GHODRAIOLLAH MAHMOUDI, Purchaser:

WITNESSETH, that if Purchaser shall first make the payments and perform Purchaser's covenants hereunder, Seller hereby covenants and agrees to convey to Purchaser in fee simple by Seller's recordable warranty deed, with waiver of dower and homestead, subject to the matters hereinafter specified, the premises situated in the County of Cook and State of Illinois described as follows:

Lot 5 in Subdivision of Block 9 (except the North 100 feet thereof) in the Village of Rogers Park, in Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 7100-04 N. Clark St. and 1758-64 W. Estes Chicago, Illinois 60626

P.I.N: 11-31-201-048 TP

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has furnished to purchaser and Seller, or agrees to furnish to Purchaser on or before 10 at Seller's expense, the following evidence of title to the premises: (a) Owners title insurance policy in the amount of the price, issued by Chicago Title Insurance Company, (b) certificate of title issued by the Registrar of Titles of Cook County, Ill. or (c) merchantable abstract of title, showing merchantable title in Seller on the date hereof, subject only to the matters specified below in paragraph 1. And Purchaser hereby covenants and agrees to pay to Seller, at such place as Seller may from time to time designate in writing, and until such designation at the office of ANDRIJA VASILJ

the price of \$190,000.00 shall be paid by Purchaser to Seller in the manner described in Paragraph R-1 of the Rider attached hereto.

Possession of the premises shall be delivered to Purchaser on the date hereof,

provided that Purchaser is not then in default under this agreement.

Rents, water taxes, insurance premiums and other similar items are to be adjusted pro rata as of the date provided herein for delivery of possession of the premises. General taxes for the year 1984 are to be prorated from January 1 to such date for delivery of possession, and if the amount of such taxes is not then ascertainable, the prorating shall be done on the basis of the amount of the most recent ascertainable taxes.

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

1. The conveyance to be made by Seller shall be expressly subject to the following:
 - (a) General taxes for the year 1984 and subsequent years, and all taxes, special assessments and special taxes levied after the date hereof;
 - (b) All installments of special assessments heretofore levied falling due after date hereof;
 - (c) The rights of all persons claiming by, through or under Purchaser;
 - (d) Easements of record and party-walls and party-wall agreements, if any;
 - (e) Building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances;
 - (f) Roads, highways, streets and alleys, if any, and existing leases and encumbrances;
 - (g) Injunction order entered in 75 CH 53725, recorded as document #23046501;
 - (h) 81 ML-062123 and 82 ML-065852.
2. Purchaser shall pay before accrual of any penalty any and all taxes and installments of special assessments pertaining to the premises that become payable on or after the date for delivery of possession to Purchaser, and Purchaser shall deliver to Seller duplicate receipts showing timely payment thereof.
3. Purchaser shall keep the buildings and improvements on the premises in good repair and shall neither suffer nor commit any waste on or to the premises, and if Purchaser fails to make any such repairs or suffers or commits waste Seller may elect to make such repairs or eliminate such waste and the cost thereof shall become an addition to the purchase price immediately due and payable to Seller, with interest at eight per cent per annum until paid.
4. Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to or be against the premises, which shall or may be superior to the rights of Seller.
5. Every contract for repairs and improvements on the premises, 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 premises and no contract or agreement, oral or written, shall be made by Purchaser 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 of the plans and specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller.
6. Purchaser shall not transfer or assign this agreement or any interest therein, without the previous written consent of Seller, and 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 the premises, but shall render this contract null and void, at the election of Seller; and Purchaser will not lease the premises, or any part thereof, for any purpose, without Seller's written consent.
7. No right, title or interest, legal or equitable, in the premises, or any part thereof, shall vest in Purchaser until the delivery of the deed aforesaid by Seller, or until the full payment of the purchase price at the times and in the manner herein provided.

*Strike out all but one of the clauses (a), (b) and (c).

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8. No extension, change, modification or amendment to or of this agreement of any kind whatsoever shall be made or claimed by Purchaser, and no notice of any extension, change, modification or amendment, made or claimed by Purchaser, shall have any force or effect whatsoever unless it shall be endorsed in writing on this agreement and be signed by the parties hereto.

9. Purchaser shall keep all buildings at any time on the premises insured in Seller's name at Purchaser's expense against loss by fire, lightning, windstorm and extended coverage risks in companies to be approved by Seller in an amount at least equal to the sum remaining unpaid hereunder, which insurance, together with all additional or substituted insurance, shall require all payments for loss to be applied on the purchase price, and Purchaser shall deliver the policies therefor to Seller.

10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated to pay hereunder, Seller may elect to pay such items and any amount so paid shall become an addition to the purchase price immediately due and payable to Seller, with interest at ~~five~~ ^{eight} per cent per annum until paid.

11. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of Purchaser's covenants hereunder, this agreement shall, at the option of Seller, be forfeited and determined, and Purchaser shall forfeit all payments made on this agreement, and such payments shall be retained by Seller in full satisfaction and as liquidated damages by Seller sustained, and in such event Seller shall have the right to re-enter and take possession of the premises aforesaid.

12. In the event this agreement shall be declared null and void by Seller on account of any default, breach or violation by Purchaser in any of the provisions hereof, this agreement shall be null and void and be so conclusively determined by the filing by Seller of a written declaration of forfeiture hereof in the Recorder's office of said County.

13. 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 Purchaser shall belong to and be the property of Seller without liability or obligation on Seller's part to account to Purchaser therefor or for any part thereof.

14. Purchaser shall pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in any action or proceeding to which Seller may be made a party by reason of being a party to this agreement, and Purchaser will pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in enforcing any of the covenants and provisions of this agreement and incurred in any action brought by Seller against 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 Seller against Purchaser on or under this agreement.

15. The remedy of forfeiture herein given to Seller shall not be exclusive of any other remedy, but Seller shall, in case of default or breach, or for any other reason herein contained, have every other remedy given by this agreement or 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.

16. Purchaser hereby irrevocably constitutes any attorney of any court of record, in Purchaser's name, on default by Purchaser of any of the covenants and agreements herein, to enter Purchaser's appearance in any court of record, waive process and service thereof and trial by jury and confess judgment 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 to waive all errors and right of appeal from such judgment or judgments; 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.

17. If there be more than one person designated herein as "Seller" or as "Purchaser", such word or words wherever used herein and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as plural.

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 1647 W. Estes, Chicago, Illinois 60626 or to

Purchaser at 7100 N. Clark Street, Chicago, Illinois 60626 or to the last known address of either party, shall be sufficient service thereof. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.

19. The time of payment shall be of 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. Seller 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 before the execution of this contract has been received by the Seller, his principal or his agent within 10 years of the date of execution of this contract, other than as shown in the exhibit attached hereto.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the day and year first above written.

Sent and Delivered in the presence of

Joseph Smith

Audrey Vasily (SEAL)

Elena Vasily (SEAL)

[Signature] (SEAL)

[Signature] (SEAL)

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Received on within Agreement the following sums

DATE	INTEREST	PRINCIPAL	RECEIVED BY

RECORDED
MAY 9 1936
MAY - 9 PM 2 07
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GEORGE E. COLE
LEGAL FORMS

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RIDER

R-1. The purchase price of \$190,000.00 to be paid as follows to seller at seller's address set forth below or as hereafter directed by seller in writing:

- (a) \$5,000.00 in earnest money heretofore paid.
- (b) \$5,000.00 (less prorations as agreed) on the date hereof. Seller acknowledges receipt of the \$10,000.00 referred to in (a) and (b) above.
- (c) \$20,000.00 on June 7, 1986 without any interest if paid by said date and 15 percent thereafter (however, see Paragraph R-6 for possible extension of said due date).
- (d) The balance of \$160,000.00 as follows: The sum of \$2,080.00 on July 7, 1985 and a like sum on the 7th day of each month thereafter until the full payment of the Articles of Agreement dated June 15, 1979, as amended, at which time the monthly payments hereunder shall be reduced to \$1,920.00 per month, to be paid until the said \$160,000.00 portion of the sale price is paid in full. All such payments described in this Paragraph R-1 (d) shall include interest at the rate of 12 percent per annum on the whole sum remaining unpaid from time to time.

R-2. It is further agreed that purchaser shall have the right to make the monthly payments of \$1,060.00 principal and interest, plus escrows, directly to JOHN O'NEILL, the contract seller under the Articles of Agreement dated June 15, 1979, and to receive credit for all such principal and interest as against the payments required in Paragraph R-1 (d) of these Articles of Agreement. If purchaser does so elect, he shall:

- (a) send proof of payment to VASILJ as requested, and
- (b) pay VASILJ the difference of \$1,020.00 per month, being the balance of the monthly payments due under Paragraph R-1 (d) hereunder.
- (c) pay VASILJ the entire \$1,920.00 per month, plus escrows, after full payment of the Articles of Agreement dated June 15, 1979.

R-3. It is understood by the parties hereto that VASILJ is at this time not the title holder of the subject property; and that VASILJ is the purchaser from O'NEILL under other Articles of Agreement dated June 15, 1979, as amended. It is further understood and agreed that the essence of the within Articles of Agreement is that VASILJ shall continue to comply with the terms and conditions of payment of the Articles of Agreement dated June 15, 1979, and upon full payment thereof shall acquire title to the subject property. Thereafter, VASILJ shall convey title to

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MAHMOUDI, the within purchaser, upon full payment of the within Articles of Agreement.

R-4. MAHMOUDI, the purchaser herein, is presently a tenant in the subject property and said purchaser is fully aware of the physical condition of the building and he is purchasing the property in an "as is" condition.

R-5. Purchaser shall also pay to seller at the time of each monthly payment hereunder, an additional sum equal to 1/12 of the annual real estate taxes, which sums shall be held in escrow by seller for the payment of such expenses. Seller may also require a like escrow for hazard insurance premiums at any time hereafter.

R-6. The \$20,000.00 which is due to be paid by purchaser to seller on June 7, 1986, shall not be due on said date unless by said date (a) JOHN O'NEILL, the contract seller to ANDRIJA VASILJ under the Articles of Agreement dated June 15, 1979, has obtained the fee simple title from the seller under the Articles of Agreement dated December 17, 1969, recorded as document no. 21046810, and placed said title into an Illinois Land Trust, and (b) a copy of the within Articles of Agreement have been lodged with said land trustee. Payment of said \$20,000.00, as well as the accrual of any interest thereon, shall be postponed until (a) and (b) above have occurred.

R-7. Purchaser shall have unlimited prepayment rights hereunder without penalty.

R-8. Included in the sale price of \$190,000.00 is the tavern business of seller operated by seller under the name Split Lounge. Said price includes all goodwill, fixtures and equipment of said business. A UCC Security Agreement, Installment Note and Financing Statement have been executed by purchaser as additional security.

R-9. Seller agrees to promptly notify the Illinois Department of Revenue for the purpose of apprising them of this bulk sale, and to obtain and furnish purchaser with a full and complete Release of Bulk Sale Stop Order from the Department of Revenue State of Illinois, regarding Retailer's Occupational Taxes (Sales Taxes). If the release has not been obtained by the time the balance of the sale price is reduced to the amount of the stop order, then all further sums due from purchaser shall be paid to seller's attorney, as escrowee, until the release is obtained. Escrowee shall use said funds to satisfy seller's sales tax obligations as required to protect purchaser's title.

R-10. Purchaser understands and is aware that there are building violations at the subject property and purchaser is purchasing subject to all such violations whether known or unknown to seller or purchaser and agrees to correct all such violations within a reasonable time hereafter.

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R-11. It is agreed that at the election of the seller and after 30 days notice, the entire principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid in case of default in the payment of principal or interest when due in accordance with the terms hereof or in case of any other monetary or non-monetary default which shall continue after the 30-day notice.

R-12. Purchaser shall at all times maintain dram shop insurance covering the operation of the tavern at 7100 North Clark Street, Chicago, Illinois, and shall name seller as an additional insured thereunder and supply seller with a certificate of such insurance.

PURCHASER:

Ghodrattollah Mahmoudi
GHODRATOLLAH MAHMOUDI

SELLERS:

Andrija Vasilj
ANDRIJA VASILJ

Zdenka Vasilj
ZDENKA VASILJ

The undersigned hereby certifies that GHODRATOLLAH MAHMOUDI, and ANDRIJA VASILJ and ZDENKA VASILJ, his wife, are personally known to be the same persons who subscribed the foregoing instrument before me; that they acknowledged and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth and the release and waiver of the right of homestead on the part of GHODRATOLLAH MAHMOUDI.

Given under my hand and official seal this 7TH day of June, 1985.

Ronald L. Farkas
Notary Public

This instrument was prepared by Ronald L. Farkas 77 West Washington Chicago, Illinois 60602

RETURN TO: Recorder's Box No. 437

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