

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

JUN 30 1986

AGREEMENT, made this 11th day of JULY, 1986, between  
Bank of Lyons, not personally, But As Trustee Under Trust Agreement Dated  
November 10, 1976 And Known As Trust Number 1743  
Attorney at Law  
Seller, and

James Ruzicka

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 Trustee's ~~recordable~~  
~~deed~~, with waiver of homestead, subject to the matters hereinafter specified, the premises situated in the County of  
Cook and State of Illinois described as follows:

LOTS 5 TO 10 BOTH INCLUSIVE IN BLOCK 13 IN WHITE AND COLEMAN'S LA VERGNE  
SUBDIVISION, BEING A SUBDIVISION OF BLOCKS 13 TO 28 INCLUSIVE IN  
CHEVIOT'S 1ST DIVISION IN THE NORTH WEST 1/4 OF SECTION 32, TOWNSHIP 39  
NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS

*16-32-13-02 & all sh  
6226 W. 60-20N  
CHICAGO, IL*

and Seller further agrees to furnish to Purchaser on or before July 15, 1986, 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  
~~Illinois~~, (c) ~~certificate 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 to file such designation at the office of Jerome Moister, Esq.

Suite 1700, 208 S. LaSalle Street, Chicago, Illinois

the price of Three Hundred Sixty Five thousand Dollars (\$365,000.00)  
Dollars in the manner following, to-wit:

See Rider Attached Hereto

with interest at the rate of xxxxxx percent per annum payable xxxxxx  
on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on August 15, 1986, or sooner by mutual  
agreement of the parties, 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 1986 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. See Rider Attached hereto.

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 xxxxxx  
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; Trust Deed To Commercial National Bank of Berwyn

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 Ten 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.

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 on any part of the premises insured in the Seller's name with 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 to the purchase price and Purchaser shall deliver the policy to the Seller. See Rider  
Attached Hereto.

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

70-19-41  
E-D-3

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4534308

Received on within Agreement  
the following sums

DATE INTEREST PRINCIPAL RECEIVED BY

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DRAFT

GEORGE E. COLE'S  
LEGAL FORMS

(Acknowledgments To Follow)

\*22. A Rider consisting of five pages is attached hereto and made an integral part hereof.

THIS INSTRUMENT IS EXECUTED BY BANK OF LYONS NOT  
PERSONALLY BUT SOLELY AS TRUSTEE, AS AFORESAID,  
HEREUNDER BY BANK OF LYONS AND UNDERTAKEN BY IT  
SOLELY AS TRUSTEE AS AFORESAID AND NOT INDIVIDUALLY,  
AND NO PERSONAL LIABILITY SHALL BE ASSERTED OR BE  
ENFORCEABLE AGAINST BANK OF LYONS BY REASON OF ANY  
OF THE COVENANTS, STATEMENTS, REPRESENTATIONS OR  
WARRANTIES CONTAINED IN THIS INSTRUMENT.

By: James Ruzicka  
ATTEST  
Its: James Ruzicka (SEAL)  
By: James Ruzicka (SEAL)  
But as Trustee Aforesaid (SEAL)  
Bank of Lyons, not personally, (SEAL)

Sealed and Delivered in the presence of  
James Ruzicka  
JAMES RUZICKA

year first above written.  
IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the day and  
the remaining provisions of this agreement, 22.\*  
21. If any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be  
principal or his agent within 10 years of the date of execution of this contract.  
20. Seller warrants to Purchaser that no notice from a city, village or other governmental authority of a dwelling code  
extend to and be obligatory upon the heirs, executor, administrators and assigns of the respective parties.  
19. The time of payment shall be of the essence of this contract, and the covenants and agreements herein contained shall  
been given or made on the date of mailing.  
Purchaser at offices of Rosenfield, Kaplan & Halperin, 180 N. LaSalle, Chicago, IL 60601, 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  
Purchaser at offices of Jerome Melster, 208 S. LaSalle St., Chicago, Illinois 60604, or to  
18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at  
plural.  
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  
16. If there be more than one person above designated as "Purchaser", the power and authority  
together with the costs of such suit, including reasonable attorney's fees, and to waive all errors and right of appeal from such  
and service thereof, and consent judgment against Purchaser in favor of Seller, or Seller's assigns, for such sum as may be due,  
Purchaser of any of the covenants and agreements herein, to enter Purchaser's appearance in any court of record, waive process  
for Purchaser (or any other person designated herein) to appear in any court of record, or to appear in any court of record, or  
the exercise of the right of forfeiture, or any other right herein given.  
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  
Seller against Purchaser, on or under this agreement.  
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  
liability or obligation on Seller's part to account to Purchaser therefor or for any part thereof.  
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  
by Seller of a written declaration of forfeiture hereof in the Recorder's office of said County.  
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 also conclusively determined by the filing  
by Seller sustained, and in such event Seller shall have the right to re-enter and take possession of the premises aforesaid.  
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  
hereunder, Seller may elect to pay such items and any amount so paid shall become an addition to the purchase price  
10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated to pay  
immediately due and payable to Seller, with interest at \_\_\_\_\_ per cent per annum until paid.

15254398

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STATE OF ILLINOIS )  
                              ) SS:  
COUNTY OF COOK )

I, ILIANA GRIMM a Notary Public in and for  
said County, in the State aforesaid, DO HEREBY CERTIFY that

ALEX V. LOULOUSIS, VICE PRESIDENT of BANK OF  
LYONS, and LAURA VONDRASEK, ASST. SECRETARY thereof,  
personally known to me to be the same persons whose names are  
subscribed to the foregoing instrument as such VICE PRESIDENT  
and ASST. SECRETARY  
respectively, appeared before me this day in person and acknowl-  
edged that they signed and delivered said instrument as their own  
free and voluntary act, and as the free and voluntary act of said  
Bank, for the uses and purposes therein set forth; and said ASST.  
SECRETARY did also then and there acknowledge that as  
custodian of the corporate seal of said Bank did affix said  
corporate seal of said Bank to said instrument as his own free and  
voluntary act, and as the free and voluntary act of said Bank for  
the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21<sup>st</sup> day of  
JULY A. D. 1986.

Iliana Grimm  
NOTARY PUBLIC

I, KARL L. HALPERIN a Notary Public in and for  
said County, in the State aforesaid, do hereby certify that JAMES  
RUZICKA, 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 he signed, sealed and delivered the  
said instrument as his free and voluntary act, for the uses and  
purposes therein set forth.

GIVEN under my hand and my seal this 29<sup>th</sup> day of  
July A. D. 1986.

Karl L. Halperin  
NOTARY PUBLIC

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COOK COUNTY CLERK

CLERK OF THE COURT

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## R I D E R

Attached To And Made Part Of A Certain Installment Agreement For Trustee's Deed Dated JULY 11, 1986 By And Between BANK OF LYONS, not personally, But As Trustee Under Trust Agreement Dated November 10, 1976 And Known As Trust Number 1743 ("Seller"), and JAMES RUZICKA ("Purchaser").

22. Purchaser agrees to pay to Seller said \$365,000.00 purchase price in the following manner, to-wit:

(a) \$25,000.00 upon the execution hereof, receipt of which is hereby acknowledged;

(b) \$25,000.00 payable on or before that date on which possession of the premises is to be delivered to Purchaser;

(c) \$315,000.00 in 36 equal and consecutive monthly installments of \$10,164.16 each (including principal and interest, calculated at 10% interest per annum) commencing on the first day of the month following possession and on the first day of each month thereafter until July 1, 1989 at which time the balance of the purchase price, and such interest as shall then be due and owing on the unpaid principal balance, shall be paid; provided, however, that the mortgage indebtedness balance described in Paragraph 29 hereof shall at no time exceed the principal balance due hereunder, and if such mortgage indebtedness should ever exceed the principal balance due hereunder, Purchaser shall have the right to make such payments directly to the Mortgagee and to deduct such payments from the principal balance due hereunder. Interest for the month of possession shall be prorated on a daily basis and paid at time of possession.

23. Purchaser shall be liable and responsible for the payment of all general taxes, assessments and premiums for insurance, except that in regard to the 1985 and 1986 real estate taxes, Sellers, at their sole cost and expense, agree to timely pay the 1985 taxes (2nd installment) when due and to pay their share of the 1986 taxes when due. To supplement Purchaser's obligation to provide for the payment of taxes as specified above, Purchaser agrees to pay monthly to Sellers, in addition to the monthly payment of principal and interest, a sum estimated by Sellers to be equivalent to 1/12th of said annual tax. All such payments are hereby pledged as additional security for the payment of the purchase price. Seller is hereby authorized to pay any sums so deposited to satisfy said taxes, as the same become payable, as charged or billed without further inquiry. In the event of any deficiency for the payment of said items or such sums, Purchaser promises to pay the difference upon demand. Until further notified by Sellers, Purchaser agrees to pay Sellers \$1,091.00 per month as deposits for the payment of real estate taxes. Any excess deposited by Purchaser over actual tax liability shall be applied

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against principal as payment on purchase price in the year in which such deposits are determined to exceed such actual liability.

24. During the existence of this Agreement, Seller shall keep all buildings which may at any time be on said premises insured, at Purchaser's expense, in the name of Seller, naming Purchaser as an additional insured thereunder, against all loss by fire, lightning, windstorm and hail (or such risks as are usually and ordinarily included in policies of fire insurance with extended coverage, including vandalism and malicious mischief) in companies acceptable to Seller, in a minimum amount equal to the total purchase price hereinbefore stated. Further, Seller shall procure, at Purchaser's expense, insurance protecting Bank of Lyons, individually and as Trustee as aforesaid, the beneficiaries under said trust and agents thereof, against loss due to accidents to persons in and about the premises in amounts not less than \$500,000.00 for any one accident. All said insurance policies shall be delivered to and held by the beneficiaries of the Seller, and evidence of payment of the premiums for said policies of insurance shall be submitted to Purchaser. Should the use or occupancy of any part of the premises herein described create or give rise to any liability under the Statute of the State of Illinois relating to alcoholic liquors, now in effect or becoming effective hereafter, Purchaser shall, at least thirty days prior to the effective date of such use or occupancy, procure at his own expense and deliver to Seller a Liquor Liability Dram Shop Policy or policies in amounts satisfactory to Seller and in a company or companies acceptable to Seller insuring the Seller both in its individual and in its trust capacity, the beneficiaries under said trust and their agents against any such liability. Should any insurance required hereunder not be provided as aforesaid and at the time hereinabove specified, or should said insurance be cancelled by any insurance company for any reason whatsoever, Purchaser may place such insurance.

25. If Purchaser shall fail to: pay any or all such taxes, assessments or insurance premiums or any part thereof whenever same become due and payable; make deposits therefor as aforesaid; or keep said premises in good condition and repair, Sellers may advance any sums necessary for such purposes. The amount of any and all such advances made by Sellers shall be, at the option of Sellers, either added to the unpaid balance of the purchase price or declared immediately due and payable and in either event, shall bear interest at the same rate as the purchase price.

26. Seller agrees to notify Purchaser, in writing, of any default, breach or violation of this Installment Agreement for Trustees Deed, and the Purchaser shall have, notwithstanding anything herein to the contrary, 30 days from receipt of such notice to cure or otherwise remedy any such default, breach or violation, and during this 30 day period, Seller shall not enforce

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the remedies or rights detailed at paragraphs 11 or 12 hereinabove set forth.

27. Seller warrants to Purchaser that no assignment of the beneficial interest (for collateral purposes or otherwise) of the Bank of Lyons Trust No. 1743 shall be made by the beneficiaries thereof or their successors or heirs during the term hereof without the consent of the Purchaser; that no conveyance shall be made of the real property which is the subject of this Agreement (other than the conveyance contemplated in favor of the Purchaser) during the term hereof; and, other than specified herein, Seller agrees to suffer or permit no encumbrance or lien(s) with respect to the subject premises including the refinancing of same from the date of this Agreement and during its term.

28. Purchaser has examined the improvements, if any, now existing on said premises prior to and as a condition precedent to his acceptance and the execution hereof, and is satisfied with the physical condition thereof, and his taking possession thereof shall be conclusive evidence of his receipt thereof in good order and repair, except as in this Agreement otherwise specified, and agrees and admits that no representation as to condition or repair thereof and no agreement or promise to decorate, alter, repair or improve said premises either before or after the execution of this Agreement has been made by Seller, by beneficiaries of Seller, or by the agent or agents of the beneficiaries, which is not specifically set forth in this Agreement.

29. Seller agrees to pay to Commercial National Bank of Berwyn that certain mortgage liability referred to in Paragraph 1 above, the principal balance due at the date hereof being the sum of \$47,933.53, at the rate of \$2,400.12 per month (including principal and interest) until the same is paid and fully satisfied, and will not suffer any default with respect thereto.

30. This agreement and the matters expressly referred to herein constitute the entire agreement between the parties. No representations, warranties, undertakings or promises, whether oral, implied or otherwise, have been made by either Seller or Purchaser to the other unless expressly stated herein, or unless mutually agreed to in writing between Seller and Purchaser. All amendments and supplements hereto, if any, shall be in writing executed by both Seller and Purchaser.

31. This transaction shall be closed through an escrow (hereinafter called "Escrow") with Chicago Title Insurance Company (hereinafter called "Title Insurer") at the time designated by Seller in a written notice to Purchaser, in accordance with the attached Escrow Trust Agreement incorporated herein.

32. By their execution of this Rider, in affirmation and confirmation of all documents evidencing the transaction contem-

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plated hereby, the beneficiaries of Bank of Lyons Trust Number 1743 do hereby bind and obligate themselves, their heirs and assignees to honor, fulfill, observe and satisfy all covenants, representations and warranties made by the Seller to the Purchaser in this Rider to Installment Agreement for Trustees Deed, its conditions and stipulations and Rider thereto.

33. TRUSTEE EXCULPATION: This Agreement is executed by BANK OF LYONS, not personally but as Trustee Under Trust No. 1743 as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said Agreement contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, in said Agreement (all such liability, if any, being expressly waived by said Purchaser and by every person now or hereafter claiming any right or security thereunder) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said Agreement shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has not control over the management thereof or the income therefrom, and has no knowledge respecting rentals, leases or other factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust.

(Signature Page To Follow)

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DATED this 21<sup>st</sup> day of July, 1986.

PURCHASER:

James Ruzicka  
James Ruzicka

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City State)

SELLER:

BANK OF LYONS, not personally  
but as Trustee Aforesaid

By: W. Soule  
its Vice President

ATTEST

By: Laura Von Orzech  
its ASST. SECRETARY

BENEFICIARIES

Howard Chimberoff  
Howard Chimberoff

Lila Chimberoff  
Lila Chimberoff

Mervyn Claver  
Mervyn Claver

Constance Claver  
Constance Claver

(Acknowledgments To Follow)

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## ESCROW TRUST INSTRUCTIONS ARTICLES OF AGREEMENT (TITLE, DOCUMENTS RETAINED, NO COLLECTION)

ESCROW TRUST NO.: \_\_\_\_\_ DATE: \_\_\_\_\_  
REFER TO: Joseph Heryvok  
PHONE: 630-3727  
APPLICATION NO.: \_\_\_\_\_

TO: CHICAGO TITLE AND TRUST COMPANY AS ESCROW TRUSTEE:

### CONTRACT SELLER(S):

By: Jerome Moister, Frankel And McKay Ltd., 200 S. LaSalle, Chicago, IL 60604 (263-4040)

### HEREBY/WILL DEPOSIT(S):

- (1) Trustee's Deed
- (2) Plrpta
- (3) ALTA form, in duplicate
- (4) Pay Proceeds Letter
- (5) Hill of Halo
- (6) Survey

### CONTRACT PURCHASER(S):

By: Karl L. Halperin, Rosenfield, Kaplan & Halperin, 180 N. LaSalle, Chicago, IL 60601 (332-2400)

### HEREBY/WILL DEPOSIT(S):

- (1) ALTA form, in duplicate
- (2) the sum of \$25,000.00 as additional down payment
- (3) the sum of \$500.00 as deposit for and escrow charges

The undersigned hereby/will jointly deposit(s) Articles of Agreement for Deed, State, County (and City) Real Estate Transfer Declaration, and Amortization Schedule.

In the event that all deposits have not been received herein on or before \_\_\_\_\_, you are directed to continue to comply with the terms and conditions of the escrow until you are in receipt of a written demand from any party hereto having completed his deposits for the return of same. Upon receipt of such demand, you are to notify the other party hereto by certified mail, return receipt requested, at the address shown herein of said demand and if said deposits have not been received herein on or before \_\_\_\_\_ days after the date of your certified notice, then upon the further written demand of the other party hereto, and with no further written notice to any other party hereto, you are to return all deposits to the respective depositories thereof, and will escrow cancellation fee to the party at fault.

When all deposits have been received herein, and provided all uncertified checks, if any, have been paid, you are/are not authorized and directed to deliver the Articles of Agreement for recording/registration.

When Chicago Title Insurance Company is prepared to issue its regular form of Contract Purchaser's Title Insurance Policy, WITH/ WITHOUT Contract Purchaser's Endorsements A or B, subject to the usual terms, conditions and general exclusions contained therein, WITH/ WITHOUT the inclusion of coverage and financial endorsements as indicated above, in the title of the Contract Seller(s) and subject to the following:

- (1) Building lines, party wall rights and agreements, conditions, covenants and restrictions of record.
- (2) Mortgage, Trust Deed and other security documents recorded/registered as document no.(s) \_\_\_\_\_
- (3) General Taxes for the year 1985 and subsequent year \_\_\_\_\_
- (4) Rights of the public, State of Illinois and the municipalities in and to that part of the land taken, used or dedicated for roads and highways.
- (5) Utility, drainage and sewer easements or private easements of record, if any.
- (6) Interest of James Buzicka under an agreement to purchase the land made with Bank of Lyons As Trustee Under TRUST No. \_\_\_\_\_ dated \_\_\_\_\_ and all persons claiming thereunder.
- (7) "The rights of the insured under this policy shall be subject to the defenses, if any, which the Company might have against the party (parties) in title to the estate or interest in the land discussed in Schedule A as if said party (parties) were the insured under this policy."

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Official  
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AND PROVIDED YOU HAVE BEEN ADVISED JOINTLY IN WRITING BY THE UNDERSIGNED AS TO NET PRORATIONS, YOU ARE THEN AUTHORIZED AND DIRECTED TO PROCEED AS FOLLOWS: 2 4 1

- (1) Proportional reimbursement for recording charges by the undersigned, from said monies not deducted to pay all Contract Purchaser's title and escrow charges billed hereunder, from deposit.
- (2) Pay Contract Seller's title and escrow charges billed hereunder and previously billed under CP 7061416.
- ( ) \_\_\_\_\_
- ( ) \_\_\_\_\_
- ( ) \_\_\_\_\_
- ( ) \_\_\_\_\_
- ( ) Pay the balance of funds to the order of the Contract Seller(s).
- ( ) Deliver recorded/mortgage Articles of Agreement for deed when received from the Recorder/Registrar to the order of the Contract Purchaser(s).
- ( ) Retain document no(s) \_\_\_\_\_ and \_\_\_\_\_ to be delivered only upon one of the conditions set forth below:
  - (1) Joint written direction from the parties hereto,
  - OR
  - (2) Evidence of payment from the Contract Purchaser in the form of cancelled checks payable to the Contract Seller or receipts from the Contract Seller. When you are in receipt of said evidence of payment, together with a statement from the Contract Purchaser that said evidence of payment represents the total amount due under the Articles and they are aware of no reason why the escrowee should not deliver the escrow deposits to them, you are to notify the Contract Seller that you are in receipt of such evidence of payment and statement and that unless they object within \_\_\_\_\_ day(s) after the date of your certified notice, you shall deliver the escrow deposits to said Contract Purchaser.

In the event that you are not in receipt of an objection from the Contract Seller within the said \_\_\_\_\_ day(s), you are to deliver the escrow deposits to the Contract Purchaser.

In the event you are in receipt of an objection from the Contract Seller within the said \_\_\_\_\_ day(s), you are to continue to comply with the terms of the escrow, except that you are not to deliver the escrow deposits to any party until you are in receipt of a joint written direction from the undersigned or an order of court as to the delivery of documents.

**IN THE EVENT CLAUSES**

In the event you are in receipt of a written notice from the Contract Seller that the Contract Purchaser is in default as a result of a non-payment under the terms of the Articles of Agreement, and a demand for the delivery of the escrow deposits to the Contract Seller, you are to notify the Contract Purchaser at the address shown herein by certified mail, return receipt requested, of the receipt of such demand and said Contract Purchaser has \_\_\_\_\_ day(s) after the date of your certified notice within which to cure said default. In the event you are not in receipt of a response from the Contract Purchaser to the contrary within said \_\_\_\_\_ day(s), then upon the further written demand of the Contract Seller and with no further written notice to the Contract Purchaser, you are to deliver the escrow deposits to the order of the Contract Seller.

In the event that you are in receipt of a written response from the Contract Purchaser within the said \_\_\_\_\_ day(s) that he is not in default under the terms of the Articles of Agreement, you are to continue to comply with the terms of the escrow, except that you are not to deliver the escrow deposits to any party until you are in receipt of a joint written direction from the undersigned or an order of court as to the delivery of documents.

In the event that the Contract Seller notifies you in writing that the Contract Purchaser is in default for any reason other than non-payment under the terms of the Articles of Agreement and makes a written demand for the delivery of escrow deposits to the Contract Seller, you are to notify the Contract Purchaser at the address shown herein by certified mail, return receipt requested, of receipt of such demand, notifying the Contract Purchaser that he has \_\_\_\_\_ day(s) after the date of your certified notice within which to respond to said demand. In the event you are not in receipt of a written response to the contrary within the said \_\_\_\_\_ day(s), and provided the Contract Seller has not notified you in writing that said default has been cured, you are upon the further written demand of the Contract Seller to return all deposits to the order of the Contract Seller.

In the event that you are in receipt of a written response from the Contract Purchaser within the said \_\_\_\_\_ day(s) that he is not in default under the terms of the Articles of Agreement, you are to continue to comply with the terms of the escrow, except that you are not to deliver the escrow deposits to any party until you are in receipt of a joint written direction from the undersigned or an order of court as to the delivery of documents.

**BILLING INSTRUCTIONS:**

Direct that Jerome Meiner be billed for Form \_\_\_\_\_ policy AMNWNBN XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX recording/registering documents to clear Contract Seller's title and \_\_\_\_\_ escrow trust fee.

Direct that Karl L. Halperin be billed for \_\_\_\_\_ recording/registering Articles of Agreement and \_\_\_\_\_ escrow trust fee.

An Annual Maintenance Fee, as determined by the then current rate schedule, will commence \_\_\_\_\_ and may be deducted from the funds on deposit.

In the event that escrowee is directed to pay all title and escrow charges, and for any reason is unable to pay all or any part of those charges at closing, then those unpaid charges shall be the responsibility of the party herein directing the payment.

Property of \_\_\_\_\_ Title Office

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11/11/2008

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The parties have heretofore entered into an agreement for the sale of the premises described herein.

Deliver Chicago Title Insurance Company Contract Purchase Policy to the Contract Purchaser, representative herein.

Deliver Chicago Title Insurance Company Duplicate Contract Purchaser's policy, if any, to Contract Seller's representative herein.

Reconveyance Standard Provisions Rider is attached hereto and made a part hereof.

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Firm: \_\_\_\_\_ Firm: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

City & State: \_\_\_\_\_ City & State: \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

For: \_\_\_\_\_ For: \_\_\_\_\_

ACCEPTED: Chicago Title and Trust Company, as Escrow Trustee

BY: \_\_\_\_\_

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RECONVEYANCE AND STANDARD PROVISIONS, RIDER

Escrow Trust No. \_\_\_\_\_

**Reconveyance Provisions**

(1) In the event Chicago Title Insurance Company is not prepared to issue its Contract Purchaser Title Insurance Policies as provided herein or you are not prepared to execute the assignments and other instructions contained herein on or before ten days after recording of Quit Claim deed you are hereby authorized and directed to continue to comply with the Escrow Trust Instructions until the receipt of a written demand from any party hereto for the return of Escrow Trust Deposits made by said party. Upon receipt of such a demand you are hereby authorized and directed to return to the party making such demand the Escrow Trust Deposits made by such party without notice to any other party and to deliver the remaining Escrow Trust Deposits to the sole order of the respective depositories, if any, and provided that before returning any Escrow Trust Deposits on the order or demand of the Contract Purchaser or his representative, you as Escrow Trustee have received in this Escrow Trust a Quit Claim deed from Contract Purchaser herein to Contract Seller herein purporting to release Contract Interest of record on the Real Estate herein described and that you have recorded said Quit Claim deed and after Chicago Title Insurance Company has made a later date title search covering the date of record of said Quit Claim deed, and Chicago Title Insurance Company is prepared to issue its Owner's Title Insurance Policy in usual form in the amount stated herein insuring the title of the grantee in said Quit Claim deed free and clear of acts done or suffered by or judgments against the grantors in said Quit Claim deed. PARTY AT FAULT

\_\_\_\_\_ pays for later date title search, for recording and showing the Quit Claim Deed.

**Deposits after Time**

(2) If the escrow trust agreement directs you to continue to comply with instructions following expiration of a time limit for making a deposit until demand is received from the other party, unless otherwise provided herein, the deposit may be made and accepted at any time prior to receipt of the demand and the default will be cured by said deposit.

**Deposits - Investments**

(3) Deposits made pursuant to these instructions may be invested on behalf of any party or parties hereto; provided, that any direction to Escrow Trustee for such investment shall be expressed in writing and contain the consent of all other parties to this escrow, and also provided that you are in receipt of the tax payer's identification number and investment forms as required. Escrow Trustee will, upon request, furnish information concerning its procedures and fee schedules for investment.

Except as to deposits of funds for which escrow trustee has received expressed written direction concerning investment or other handling, the parties hereto agree that the escrow trustee shall be under no duty to invest or re-invest any deposits at any time held by it hereunder, and, further, that escrow trustee may commingle such deposits with other deposits of its own funds in the manner provided for the administration of funds under Section 3 of the Illinois Banking and Finance Act (c. 17, par. 1535 Ill. Rev. Stat.) and may use any part of all such funds for its own benefit without obligation to any party for interest or earnings derived thereby, if any. Provided, however, nothing herein shall diminish escrow trustee's obligation to apply the full amount of the deposits in accordance with the terms of this agreement.

In the event the Escrow Trustee is requested to invest deposits hereunder, Chicago Title and Trust Company is not to be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of this escrow trust.

**Default**

(4) No claim of a default shall be valid if the party making same is himself in default, unless said default is caused by a failure of the other party to take some action required by the escrow trust.

**Business Day**

(5) Wherever under the terms and provisions of this Escrow Trust agreement the time for performance of a condition falls upon a Saturday, Sunday or holiday such time for performance shall be extended to the next business day.

For the above purposes, amendments to the escrow trust agreement shall be considered the same as the agreement.

\_\_\_\_\_  
\_\_\_\_\_

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STATE OF ILLINOIS )  
                          ) SS:  
COUNTY OF COOK    )

I, ILIANA GRIMM a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

ALEX H. LOULOUSIS, VICE PRESIDENT of BANK OF LYONS, and LAURA VON DRASEK, ASST. SECRETARY thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and ASST. SECRETARY respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said ASST. SECRETARY did also then and there acknowledge that as SECRETARY of the corporate seal of said Bank did affix said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21<sup>ST</sup> day of JULY A. D. 1984.

Iliana Grimm  
NOTARY PUBLIC

I, KARL L. HALPERIN a Notary Public in and for said County, in the State aforesaid, do hereby certify that JAMES RUZICKA, 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 he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and my seal this 29<sup>th</sup> day of JULY A. D. 1984.

[Signature]  
NOTARY PUBLIC  
DEPT. OF RECORDING & ADMINISTRATION \$22.00  
ILLINOIS JUN 25 1984 09:05 AM 15-12100  
COOK COUNTY RECORDER, ILL.

86344241

I, GEROME MEISTER a Notary Public in and for said County, in the State aforesaid, do hereby certify that HOWARD CHIMBEROFF, LILA CHIMBEROFF, MERWYN CLAVER and CONSTANCE CLAVER personally known to me to be the same persons whose names are 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, including the release and waiver of the right of homestead.

GIVEN under my hand and my seal this 17<sup>th</sup> day of JULY A. D. 1986.

[Signature]  
NOTARY PUBLIC

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Mr. Paul C. Higgins  
Roughed Paper + Higgins  
180 N. La Salle St.  
Chicago, Ill. 60601

COOK COUNTY

Clerk's Office