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This form has been approved by the Real Estate Law Committee of the DuPage County Bar Association, the bar being the only.

ARTICLES OF AGREEMENT FOR DEED

14 00

1. BUYER, ALLYSON LOPEZ, Address 3517 West 26th Street, Chicago, Cook County, State of Illinois, agrees to purchase, and SELLER, MARTIN COHEN and LYLE S. COHEN, as joint tenants, Address 1801 S. Cicero Avenue, Cicero, Cook County, State of Illinois, agrees to sell to Buyer at the PURCHASE PRICE of TWENTY SEVEN THOUSAND FIVE HUNDRED Dollars 27,500.00, the PROPERTY commonly known as 2659 South St. Louis Avenue, Chicago, Illinois, and legally described as follows:

Lots 26 and 27 in Subdivision Block 2 in the Subdivision of Block 3 in the Subdivision of the South East Quarter (1/4) and the East Half (1/2) of the South West Quarter (1/4) of Section 26, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(hereinafter referred to as "the premises")
with approximate lot dimensions of _____, 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 fixtures; water softener (except pre-treatment); existing window and screen windows and doors; attached structures; exterior, fire escape screen; roof and TV antenna; all planted vegetation; garage door openers and carports; and the following items of personal property:
Buyer agrees to remove all debris from premises at her own expense.

2659 S. St. Louis Ave., Chicago
16-26-402-020 GCOAII UG

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 DEEDS:

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 hereinbefore set forth, Seller shall convey or cause to be conveyed to Buyer in joint tenancy or his nominee, by a recordable, stamped general 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 easement 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.

3. INSTALLMENT PURCHASE: Buyer hereby covenants and agrees to pay to Seller at 1801 South Cicero Avenue, Cicero, Illinois 60650, 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 Nine and Three-Fourths percent (9 3/4%) per annum, all payable in the manner following to wit:

(a) Buyer has paid \$ _____
Indicate check and/or note and due date and will pay within _____ days the additional sum of \$ _____ as earnest money to be applied on the purchase price. The earnest money shall be held by _____ for the mutual benefit of the parties concerned;

(b) At the time of the initial closing, the additional sum of \$ 5,000.00 plus or minus prorations, if any, as is hereinafter provided;

(c) The balance of the purchase price, to wit: \$ 22,500.00, to be paid in equal monthly installments of \$ 232.57 each, commencing on the 1st day of November 1987, and on the 1st day of each month thereafter until the purchase price is paid in full ("Installment payments");

(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 November 1989;

(e) All payments received hereunder shall be applied in the following order of priority: first, to interest accrued and owing on the unpaid principal balance of the purchase price; second, to pay before delinquent all taxes and assessments which subsequently 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.

4. CLOSINGS: The "Initial closing" shall occur on August 18th, 1987, or on the date, if any, to which same is extended by reason of subparagraph 8 (a) at 5744 W. Cormak Rd., Cicero, Ill., 60650. 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 Initial Date XX/XX/XX, 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 certificate thereof). 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 spottedsurvey of the premises, certified by a licensed surveyor, having all corners marked 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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RECORDED
8/27/98

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8. TITLE:

(a) At least one (1) business day prior to the initial closing, Seller shall furnish or cause to be furnished to the Buyer at Seller's expense an Owner's Duplicate Certificate of Title issued by the Registry of Titles, Illinois Special Tax and Land Searcher, accompanied by a title insurance company licensed to do business in Illinois, Illinois Special Tax and Land Searcher, a certificate of title insurance policy on the current form of American Land Title Association Owner's Policy (or equivalent policy), in the amount of the purchase price covering the date hereof, subject only to: (1) the general exceptions contained in the policy, unless the real estate is improved with a single family dwelling or an apartment building of four or fewer residential units; (2) the "permitted exceptions" set forth in paragraph 2; (3) prior mortgages permitted in paragraph 6; (4) other title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money and which shall be removed at or prior to the initial closing and (5) acts done or suffered by or judgments against the Buyer, or those claiming by, through or under the Buyer.

(b) If the title commitment discloses unpermitted exceptions, the Seller shall have thirty (30) days from the date of delivery thereof to have the said exceptions waived, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions and the initial closing shall be delayed, if necessary, during said 30 day period to allow Seller time to have said exceptions waived. If the Seller fails to have unpermitted exceptions waived, or in the alternative, to obtain a commitment for title insurance specified above as to such exceptions, within the specified time, the Buyer may terminate the contract between the parties, or may elect, upon notice to the Seller within ten (10) days after the expiration of the thirty (30) day period, to take the title as it then is, with the right to deduct from the purchase price, liens or encumbrances of a definite or ascertainable amount. If the Buyer does not so elect, the contract between the parties shall become null and void, without further action of the parties, and all monies paid by Buyer hereunder shall be refunded.

(c) Every title commitment which conforms with subparagraph "a" shall be conclusive evidence of good title therein shown, as to all matters included by the policy, subject only to special exceptions therein stated.

(d) If a Special Tax Search, Lien Search, a Judgment Search or the title commitment disclose judgments against the Buyer which may become liens, the Seller may declare this Agreement null and void and all earnest money shall be forfeited by the Buyer.

(e) Buyer's taking possession of the premises shall be conclusive evidence that Buyer in all respects accepts and is satisfied with the physical condition of the premises, all matters shown on the survey and the condition of title to the premises as shown to him on or before the initial closing. Seller shall upon said delivery of possession have no further obligation with respect to the title or to furnish further evidence thereof, except that Seller shall remove any exception or defect not permitted under paragraph 8(a) resulting from acts done or suffered by, or judgments against the Seller between the initial closing and the final closing.

9. AFFIDAVIT OF TITLE: Seller shall furnish Buyer at or prior to the initial closing and, again, prior to final closing with an Affidavit of Title, covering said dates, subject only to those permitted exceptions set forth in paragraph 2, prior mortgages permitted in paragraph 6 and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 8. In the event title to the property is held in trust, the Affidavit of Title required to be furnished by Seller shall be signed by the Trustee and the beneficiary or beneficiaries of said Trust. All parties shall execute an "ALTA Loan and Extended Coverage Owner's Policy Statement" and such other documents as are customary or required by the issuer of the commitment for title insurance.

10. HOMEOWNERS ASSOCIATION:

(a) In the event the premises are subject to a townhouse, condominium or other homeowner's association, Seller shall, prior to the initial closing, furnish Buyer a statement from the Board of managers, treasurer or managing agent of the association certifying payment of assessments and, if applicable, a copy of waiver or termination of any right of first refusal or general option contained in the declaration or bylaws together with any other documents required by the declaration or bylaws thereto as a precondition to the transfer of ownership.

(b) The Buyer shall comply with all covenants, conditions, restrictions or declarations of record with respect to the premises as well as the by-laws, rules and regulations of any applicable association.

11. PRORATIONS: Insurance premiums, general taxes, association assessments and, if final meter readings cannot be obtained, water and other utilities shall be adjusted ratably as of the date of initial closing. Real estate taxes for the year of possession shall be prorated as of the date of initial closing subject to reparation upon receipt of the actual tax bill. Further, interest on the unpaid principal amount of the purchase price from the initial closing date up to the date of the first installment payment shall be a proration credit in favor of the Seller.

12. ESCROW CLOSING: At the election of Seller or Buyer, upon notice to the other party not less than five (5) days prior to the date of either the initial or final closing, this transaction or the conveyance contemplated hereby shall be made through escrow with a title company, bank or other institution or an attorney licensed to do business or to practice in the State of Illinois in accordance with the general provisions of an escrow trust covering articles of agreement for deed consistent with the terms of this Agreement. Upon creation of such an escrow, anything in this Agreement to the contrary notwithstanding, installments or payments due thereafter and delivery of the Deed shall be made through escrow. The cost of the escrow including an ancillary money lender's escrow, shall be paid by the party requesting it.

13. SELLER'S REPRESENTATIONS:

(a) Seller expressly warrants to Buyer that no notice from any city, village or other governmental authority of a dwelling code violation, which existed in the dwelling structure on the premises hereinafter described before this Agreement was executed, has been received by the Seller, his principal or his agent within ten (10) years of the date of execution of this Agreement.

(b) Seller represents that all equipment and appliances to become part of the dwelling but not limited to the following, are in operating condition: all mechanical equipment-heating and cooling equipment, water heater and softener, refrigerator, plumbing and electrical equipment; kitchen equipment remaining with the premises and any miscellaneous electrical personal property to be transferred to the Buyer.

(c) Upon the Buyer's request prior to the time of possession, Seller shall deliver to the Buyer all his representations and warranties and upon receipt of written notice of deficiency shall promptly and at Seller's expense correct the deficiency, IN THE ABSENCE OF WHICH, THE BUYER IS NOT ENTITLED TO AN ADEQUATE CURE PERIOD.

(d) Seller agrees that the condition of the above equipment is satisfactory to the buyer and the seller shall have no further responsibility with respect thereto.

(e) Seller agrees to leave the premises in broom clean condition. All fixtures and personal property not to be delivered inoperable, are removed from the premises at Seller's expense before the date of initial closing.

14. BUYER TO MAINTAIN: Buyer shall keep the improvements on premises and the grounds in as good repair and condition as they now are, ordinary wear and tear excepted. Buyer shall make all necessary repairs and renewals upon said premises including by way of complete and not elimination, interior and exterior painting and decorating, windows, glass, heating, cooling and air conditioning equipment, plumbing and electrical systems and fixtures; roof; masonry including chimneys and fireplaces; etc., however, the said premises shall not be thus kept in good repair, and in a clean, tidy, and healthy condition by Buyer, Seller is relieved of all care, hazard, risk, liability, or expense, by their agents, servants, or employees, without such entering, causing or committing termination of this Agreement or an interference with Buyer's possession of the premises, and make the necessary repairs and do all the work required to place said premises in good repair and in a clean, tidy, and healthy condition, and Buyer agrees to pay to Seller as much additional rent as is necessary for the premises, the expenses of the Seller in making said repairs and in placing the premises in a clean, tidy, and healthy condition within thirty (30) days from the date of initial closing, otherwise provided in paragraph 21; and, upon default by Buyer in complying with said notice, then Seller may claim damages or remedies at Seller's election, if any, from those that are by this Agreement or at law or equity provided.

15. FIXTURES AND EQUIPMENT: At the time of delivery of possession of the premises to Buyer, Buyer also shall receive a concession of the personal property to be sold to Buyer pursuant to the terms of this Agreement or seller of the fixtures and equipment for nonresidential purposes attached to the improvements on the premises, but only payment in full of the purchase price is made, none of such personal property, fixtures or equipment shall be removed from the premises without the prior written consent of the Seller.

16. INSURANCE:

(a) Buyer shall from and after the time specified in paragraph 5 for possession keep insured against loss or damage by fire or other casualty, the improvements now and hereafter erected on premises with a company, or companies, reasonably acceptable to Seller in policies conforming to Insurance Service Bureau Homeowners Form ("H.O.37") and, also, flood insurance where applicable, with coverage not less than the balance of the purchase price hereof (except that if the full insurable value of such improvements is less than the balance of purchase price, then at such full insurable value) for the benefit of the parties hereto and the interests of any mortgagee or trustee, if any, as their interests may appear; such policy or policies shall be held by Seller, and Buyer shall pay the premiums thereon when due.

(b) In case of loss of or damage to such improvements, whether before or after possession is given hereunder, any insurance proceeds to which either or both of the parties hereto shall be entitled on account thereof, shall be used (i) in the event the insurance proceeds are sufficient to fully reconstruct or restore such improvements, to pay for the restoration or reconstruction of such damaged or lost improvement, or (ii) in the event the insurance proceeds are not sufficient to fully reconstruct or restore such improvements, then the proceeds of insurance shall be applied to the unpaid balance of purchase price.

17. TAXES AND CHARGES: It shall be the Buyer's obligation to pay immediately when due and payable and prior to the date when the same shall become delinquent all general and special taxes, special assessments, water charges, sewer service charges and other taxes, fees, rents, homeowner association assessments and charges now or hereafter levied or assessed or charged against the premises or any part thereof or any improvements thereon, including those heretofore due and to furnish Seller with the original or duplicate receipts.

18. FUNDS FOR TAXES AND CHARGES: In addition to the agreed installments, if any, provided in paragraph 3, Buyer shall deposit with the Seller on the day each installment payment is due, or if none are provided for, on the first day of each month subsequent to the date assessments which may become a lien on the premises, and the estimated annual premiums for the insurance coverages required to be kept and maintained by Buyer, all as reasonably estimated to provide sufficient sums for the full payment of such charges one month prior to their each becoming due and payable. Failure to make the deposits required hereunder shall constitute a breach of this Agreement.

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(3) in the event that the party to whom the notice is given fails to do so within 14 days of receiving it, the party may apply to the court for an order requiring the party to whom the notice is given to do what is required by the notice.

2. **Succession:** The Buyer shall not transfer, pledge or assign this Agreement, or any interest herein or herunder, except by written consent of Seller, or in the event of his/her death, to his/her heirs, executors, administrators, or legatees, but Seller may, at Seller's option, decline this Agreement and require the Buyer to repurchase it from him/her.

Based upon a 360 day year, interest for the period from the date of initial deposit until the date the first instrument due shall be payable on behalf of the depositor.

36. **CALCULATION OF INTEREST:** Interest for each month shall be added to the unpaid balance of the first day of each month at the rate of one-twelfth of one percent per month, calculated on the unpaid balance of the previous month.

25. Seller reserves the right to cancel any order if payment is not received within 10 days of the date of sale. Payment may be made by credit card or bank transfer.

24. ABANDONMENT: Notwithstanding the same may be reserved, it is agreed that if either party ceases to do business with the other, or any of his agents personally or by certified or registered mail,

23. NOTICES: All notices required to be given under this Agreement shall be considered to mean notice in writing signed by or on behalf of each party.

�₁ and η_1 are the initial values of the variables. The equations of motion are given by the following system:

(2) Buyer or Seller shall pay all reasonable attorney's fees and costs incurred by the other in enforcing the terms and provisions of this Agreement including collection of specific debts, in defending any proceeding to which buyer or seller is made a party to any legal proceedings as a result of the acts of omission of the other party.

purchase price and accrued interest when such note or other debt is paid, but tenderers to sell the principal balance of the debt remaining, if within 30 days after such note or other debt is paid, by the underwriters, at a monthly rate not less than 12 per cent.

(d) Seller may terminate this Agreement if Buyer fails to pay any amount due...which amounts shall become immediately due and payable by Buyer to Seller.

(b) At a additional section, in the event of default, buyer agrees to sell all unpaid rents, and all rents which become due and owing at any time after the date of default, to the extent necessary to satisfy the amount of the debt, and to pay taxes, assessments, rentals, insurance, or fines, either in cash or make such payments and add interest to the principal amount of the debt.

(3) **PERFORMANCE:** (i) Details by failing to pay when due any single instalment of payment required to be made to Seller under the terms of other agreements and such default is not cured within ten (10) days of written notice to Buyer; or (2) details in the performance of any other convention or agreement has been breached by Seller within thirty (30) days after written notice to Buyer (unless otherwise provided in any updated instruments); (iii) failure to pay for any services rendered to Seller by third parties; (iv) failure to pay for any sums paid as liquidated damages due and payable in full satisfaction of any claim against Buyer; (v) failure to pay for such amounts in full satisfaction of any debts due to Seller; and (vi) failure to pay for any unpaid possession.

(1) **Using** this will not allow us to prevent an individual from being able to see the other person's name or the other person's email address or the other person's phone number.

(b) In the event of the termination of this Agreement by lapse of time, notice or otherwise, all payments, whether finished or unfulfilled, whether rendered or unrendered, or otherwise due or payable by the Buyer, or otherwise shall belong to and become the property of the Seller, whether rendered or unrendered, or otherwise due or payable by the Seller, to account to the Buyer for any part thereof.

Agreement Upon Payment in Full of All Summ^s Due hereunder, sever^s in Proprietary rights to all of the above.

During residence of said recipient for the time required to pay the price.
periodic payments and due date of the same in full price.
periodic payments and due date of the same in full price.

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38. **UNOFFICIAL COPY** UPON THE RECEIPT OF THIS NOTICE, IT IS UNLAWFUL TO REPRODUCE, PUBLISH, DISTRIBUTE, OR IN ANY WAY COMMUNICATE THE INFORMATION CONTAINED HEREIN.

Commission expense **Receivable Public**

Secrecy then and there acknowledged that he, as custodian of the said
corporation, did fill the corporate seal of said corporation, for the uses and purposes herein set forth.

While President and Vice President names are subscribed to the foregoing instruments as such, and are personalty bound to pay to the same persons whose names are so subscribed to the foregoing instruments as such.

Vice President of America, (and) our

COURT OF COMMON PLEAS

for **...GROWTH SELL...** **Small Business** **Business Opportunities** **Home Based Businesses** **Franchises** **Communication Experts**

The said instrument is a free and voluntary act for the uses and purposes herein set forth.
I hereby declare that I have read and understood the foregoing instrument and acknowledge it to be my true and
legitimate will.

1. The undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that **ALLISON**

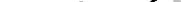
STATE OF ILLINOIS
RECEIVED - GOVERNOR'S OFFICE

Given under my hand and officially sealed this 19 day of July, 1882.

LALE S. COHEN Personal history known to be the same throughout. No relatives claim him as their son.

STATE OF ILLINOIS
COURT OF COMMON PLEAS
COUNTY OF COOK
87539486
1987 OCT - 5 AM C 25

S This instrument prepared by
MILADE AND KUCERA

SELLERS:  BUYERS: 

Buyer agrees to pay the **real estate commission** of **5% of the purchase price** in accordance with **Section 15-100 et seq.** of the **Real Estate Law**.

27. REAL ESTATE BROKERS, Seller and Buyer, represent and warrant that no real estate brokers were involved in this transaction other than the greatest money, if any, shall be refunded to the Buyer.

do or perform any act or agreement to do which would violate any of the provisions of the Premises.

of priorities here can stand up to a reasonable amount of inviolable, or
absolute, rights of the individual.

22. CATIONS AND PROTONS: The cations and headings of the various sections of this Agreement shall be as follows:

The Buses at any time prior to the final closing, scatter shall convey into 3 units and compactly with sufficient space, (a) and (b) of the passenger schedule 72 with Buses passing in units east and according cost of running tickets.

Persons of persons with the power to direct the trustee to pay and receive to the credit of the trustee jointly and severally, expenses, costs, attorney's fees, and other expenses of performing such debts and such debts to be entitled to payment before any other debts.

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MAIL TO: BOX 333-CC
R.T. KUCERA W
S744 W. CZE MAE 34
C. CZE MAE 34
C. CZE MAE 34

115-333-CC

"AS IS" AND "WITH ALL FAULTS" FURTHER,
AND AGREES TO PURCHASE THE PROPERTY -
PURCHASER ACKNOWLEDGES THAT NO REPRE-
SENTATIONS AS TO THE PHYSICAL CONDITION
OR THE REAL ESTATE HAVE BEEN MADE
TO PURCHASER BY THE SELLERS AND THAT
WHERE IS NO AGREEMENT OR PROMISE TO
DECORATE, ALTER, REPAIR OR IMPROVE THE
PROPERTY TO BE SOLD. ALL WARRANTIES
CONCERNING THE PHYSICAL AND MECHANICAL
CONDITION OF THE REAL ESTATE, INCLUDING
IMPROVED WARRANTIES, ARE EXCLUDED. THIS
DISCLAIMER DOES NOT APPLY TO THE
CONDITION OF TITLE.

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39. ANY AND ALL REMARKS MADE TO THE PURPOSES
SHALL BE DONE AT THE SOLICIT EXPENSE OF
THE PURCHASER.