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This form has been approved by the Real Estate Law Committee of the Department of Public Safety, State of Illinois.

ARTICLES OF AGREEMENT FOR DEED

\$16.00

71-79-5412

1. BUYER JEFFIE DEAN HARVEY, divorced and not since remarried... Cook County, State of Illinois... SELLER c/o Michael L. Litton, 10046 S. Western, Chicago, Illinois... and No/100th St., Chicago, Illinois... \$62,000.00... 11242 South Church St., Chicago, Illinois... See attached

Seller's Attorney is authorized to insert legal description at a later date.

hereinafter referred to as "the premises" with approximate lot dimensions of 50' x 125' improvements and fixtures, if any... including but not limited to... hot water heater... cabinets... all planted vegetation... Window shades.

All of the foregoing items shall be set on the premises, are included in the sale price and shall be the property of the Buyer as of the time of final closing.

2. THE DEED:

a. If the Buyer shall first make the payments and perform all the covenants and agreements... and performed by said Buyer... Warranty... b. The performance of all the covenants and conditions herein... obligation to deliver the deed aforesaid.

3. INSTALLMENT PURCHASE: Buyer hereby covenants and agrees... c/o Michael L. Litton, 10046 S. Western, Chicago, IL 60643... the purchase price and interest on the balance of the purchase price... the rate of Nine and one-half percent...

(a) Buyer has paid \$ 2,000.00 cash... and will pay with 0%... money to be applied on the purchase price... for the mutual benefit of the parties concerned.

(b) At the time of the initial closing, the additional sum of \$ 30,000.00... (c) The balance of the purchase price...

(d) The final payment of the purchase price and all accrued but unpaid interest and other charges... shall be due on the 31st day of August, 19 89.

(e) All payments received hereunder shall be applied... paid principal balance of the purchase price... and fourth to reduce and unpaid principal balance of the purchase price.

(f) Payments of principal and interest to Seller shall be received not in tenancy in common... neighborhood.

4. CLOSINGS: The "initial closing" shall occur on September 1, 19 88... or on the date, if any, to which said date is extended by reason of subparagraph 8(b) at Seller's attorney's office.

5. POSSESSION: Possession shall be granted to Buyer at closing... 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...

6. PRIOR MORTGAGES: (a) Seller reserves the right to keep or place a mortgage or trust deed... including interest not to exceed the balance of the purchase price... (b) Seller shall from time to time, but not less frequently than once each year... 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... 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 surveyor, 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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(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

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 Dawn-Nebb and Associates 1542 East 82nd Street, Chicago, IL 60619 (375-1600)

\_\_\_\_\_ of 5% of sales price

Seller shall pay the brokerage commission of said brokers \_\_\_\_\_ at the time of initial closing.

IN WITNESS OF, the parties hereto have hereunto set their hands and seals this 1<sup>ST</sup> day of July, 1988

SELLER: David Dorrance  
\_\_\_\_\_  
DAVID DORRANCE

BUYER: Jeffie Dean Harvey  
\_\_\_\_\_  
JEFFIE DEAN HARVEY

This instrument prepared by  
MICHAEL L. LITTON, Attorney at Law  
10046 South Western, Chicago, IL 60645  
(312) 445-7800  
STATE OF ILLINOIS  
COUNTY OF COOK

SEP 23 AM 9 00

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I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DAVID DORRANCE 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 a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 1<sup>ST</sup> day of July, 1988

OFFICIAL SEAL  
MICHAEL L. LITTON  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 4/1/92

Commission expires 4-14-92  
STATE OF ILLINOIS  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JEFFIE DEAN HARVEY 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 she 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 7<sup>TH</sup> day of SEPTEMBER, 1988

OFFICIAL SEAL  
BERNARD DIXON  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 6/27/91

Commission expires 6/29/91  
STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_

I, BERNARD, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_ 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 free 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\_\_\_\_.

Commission expires \_\_\_\_\_ Notary Public

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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 Buyer at Seller's expense an "Owner's Duplicate Certificate of Title" issued by the Registrar of Titles and a Special Tax and Lien Search or a commitment issued by a title insurance company licensed to do business in Illinois, to issue a contract purchaser's title insurance policy on the current term of American Land Title Association or 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 5; (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 (less liens or encumbrances of a definite or ascertainable amount) the Buyer's pro rata interest in 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 null and void in the event of a public record search as to all matters insured by the policy, subject only to special exceptions therein stated.

(d) If a Special Tax Search, Lien Search, a Judgment Search, or a Title Commitment discloses judgments against the Buyer which may become liens, the Seller may declare this Agreement null and void and all earned monies shall be forfeited to the Buyer.

After 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 turn to Buyer at or prior to the initial closing and again prior to final closing with an Affidavit of Title covering said date. Subject only to those permitted exceptions set forth in paragraph 8, prior mortgages permitted in paragraph 5 and any permitted exceptions, any and all which the title insurer commits to insure in the manner specified in paragraph 8, in the event title to the property is held in trust, the Affidavit of Title required by the Registrar of Titles shall be signed by the Trustee and the beneficiary or beneficiaries of said Trust. All parties shall execute on the Affidavit of Title and Seller's Coverage Owner's Policy Statement and such other documents as are customary or required by the issuer of the commitment for the insurance.

## 10. HOMEOWNER'S ASSOCIATION:

(a) In the event the premises are subject to a Homeowner's Association, Seller shall, prior to the initial closing, furnish Buyer a copy of the Homeowner's Association's rules and regulations, including the assessment schedule, the assessment and applicable fines, dues and other financial information, and a general plan of the location of the premises together with any other documents required by the declaration of the association, as well as information from the trustee or a member of the association.

(b) The Buyer shall comply with any Homeowner's Association rules and regulations of record with respect to the premises as well as the bylaws, rules and regulations of a Homeowner's Association.

**11. PRORATIONS:** Insurance premiums, general Homeowner's Association assessments and if the meter readings cannot be obtained, water and other utilities shall be adjusted ratably as of the date of initial closing. Prorations for the year of possession shall be prepared as of the date of initial closing, subject to proration upon receipt of the utility bills. Further proration on the unpaid principal amount of the purchase price from the initial closing date until the date of the final 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 may be closed through escrow. The escrow shall be made through escrow with the county clerk, bank or other institution or an attorney licensed to practice law in the State of Illinois in accordance with the general provisions of an escrow trust covering articles of agreement, in trust, in and with the terms of this Agreement. Upon creation of such an escrow, anything in this Agreement to the contrary, in whole or in part, shall be null and void. Seller and Buyer shall be deemed to have agreed to the terms of the escrow. The cost of the escrow shall be the cost of the escrow agent's services, which shall be paid by the party requesting the same.

## 13. SELLER'S REPRESENTATIONS:

(a) Seller expressly warrants that Buyer has not been advised by any governmental authority of a pending or proposed action which exists or in the development of the premises herein described. If the title insurance was issued and has been received by the Seller, this warranty shall survive for a period of ten (10) years after the date of execution of this Agreement.

(b) Seller represents that all equipment and appliances to be delivered to Buyer are in good repair and condition, including all mechanical equipment, heating and cooling equipment, water heaters, dishwashers, septic, plumbing and electrical systems, kitchen equipment remaining with the premises and any other utility equipment, personal property to be transferred to the Buyer. Upon the Buyer's request prior to the date of possession, Seller shall permit the Buyer or his representative to inspect all such equipment and upon receipt of written notice of any deficiencies, all of which shall be repaired or replaced at Seller's expense. **IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE BUYER PRIOR TO THE DATE SPECIFIED FOR INITIAL CLOSING, IT SHALL BE CONSIDERED THAT THE CONDITION OF THE ABOVE EQUIPMENT IS SATISFACTORY TO THE BUYER AND THE SELLER SHALL HAVE NO FURTHER RESPONSIBILITY WITH REFERENCE THERETO.**

(c) Seller agrees to leave the premises in broom clean condition. All fixtures and personal property not to be delivered to Buyer shall be 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 are in a normal, ordinary wear and tear excepted. Buyer shall make all necessary repairs and repairs upon said premises, including but not limited to, painting, interior and exterior painting and decorating, window glass, heating, ventilation and air conditioning, plumbing, plumbing and electrical systems and utility equipment, including all items and devices and the replacement thereof. Seller shall be responsible for all repairs and maintenance of the premises, including a termite inspection by Seller, Seller may enter, or under same name, or by their agents, servants, or employees, without such entering being an assignment of this Agreement, upon an interest in the premises, and make the necessary repairs and do all the work required to place and keep the premises in good repair and in a clean, healthy, and healthy condition, and Buyer agrees to pay to Seller, as so much additional purchase price for the premises, the expenses of the Seller in making said repairs and in placing the premises in a clean, healthy, and healthy condition, plus the cost of the Buyer to make such repairs and to place said premises in a clean, healthy, and healthy condition within thirty (30) days of such notice, except as to the work provided in paragraph 15, and upon default of Buyer in complying with said notice, then Seller may exercise the right to cause such repairs to be made at any time through the date of this Agreement or at law, in equity provided.

**15. FIXTURES AND EQUIPMENT:** At the time of delivery of possession of the premises to Buyer, Buyer shall be deemed to have agreed to deliver to Buyer, and to pay to Buyer, all fixtures and equipment to be delivered to Buyer pursuant to the terms of this Agreement as well as of the fixtures and equipment permanently attached to the improvements on the premises, but only if payment for the same has been made in full 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 policy conforming to Insurance Service Bureau Homeowners Form 3 (HO-3) and general hazard insurance where applicable, with coverage not less than the replacement cost of the improvements, and the replacement cost of the improvements shall be the replacement cost of the improvements. The proceeds of such insurance shall be held in trust 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 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, 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, liens, 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 therefore.

**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 of initial closing, until the purchase price is paid in full, a sum, herein referred to as "funds," equal to one-twelfth (1/12) of the yearly taxes, 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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The funds shall be held by Seller in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency. Seller is hereby authorized and directed to use the funds for the payment of the aforementioned taxes, assessments, rents and premiums. Seller shall, upon the request of the Buyer, give the Buyer an annual accounting of all such funds deposited and disbursed including evidence of paid receipts for the amounts so disbursed. The funds are hereby pledged as additional security to the Seller for the periodic payments and the unpaid balance of the purchase price.

If the amount of the funds together with the future periodic deposits of such funds payable prior to the due date of the aforementioned charges shall exceed the amount reasonably estimated as being required to pay said charges one month prior to the time at which they fall due such excess shall be applied first to cure any breach in the performance of the Buyer's covenants or agreements hereunder of which Seller has given written notice to Buyer and, second, at Buyer's option, as a cash refund to Buyer or a credit toward Buyer's future obligations hereunder. If the amount of the funds held by Seller shall not be sufficient to pay all such charges as herein provided, Buyer shall pay to Seller any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Seller to Buyer requesting payment thereof.

Seller may not charge for so holding and applying the funds, analyzing said account, or verifying and compiling said assessments and bills, nor shall Buyer be entitled to interest or earnings on the funds, unless otherwise agreed in writing at the time of execution of this Agreement. Upon payment in full of all sums due hereunder, Seller shall promptly refund to Buyer any funds so held by Seller.

## 19. BUYER'S INTEREST:

(a) No right, title, or interest, legal or equitable, in the premises described herein, or in any part thereof, shall vest in the Buyer until the Deed, as herein provided, shall be delivered to the Buyer.

(b) In the event of the termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, whether installed or constructed on or about said premises by the Buyer or others shall belong to and become the property of the Seller without liability or obligation on Seller's part to account to the Buyer therefore or for any part thereof.

## 20. LIENS:

(a) Buyer shall not suffer or permit any mechanics' lien, judgment lien or other lien of any nature whatsoever to attach to or be against the property which shall or may be superior to the rights of the Seller.

(b) Each and every contract for repairs or improvements on the premises aforesaid, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim of lien against the subject premises, and no contract or agreement, oral or written shall be executed by the Buyer for repairs or improvements upon the premises, except if the same shall contain such express waiver or release of lien upon the part of the party contracting, and a copy of each and every such contract shall be promptly delivered to Seller.

## 21. PERFORMANCE:

(a) If Buyer (1) defaults by failing to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement and such default is not cured within ten (10) days of written notice to Buyer, or (2) defaults in the performance of any other covenant or agreement hereof and such default is not cured by Buyer within thirty (30) days after written notice to Buyer, unless the default involves a dangerous condition which shall be cured forthwith, Seller may treat such a default as a breach of this Agreement and Seller shall have any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity: (i) maintain an action for any unpaid installments, (ii) declare the entire balance due and maintain an action for such amount, (iii) forfeit the Buyer's interest under this Agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Buyer, and upon Buyer's failure to surrender possession, maintain an action for possession under the forcible Entry and Detainer Act, subject to the rights of Buyer to reinstatement as provided in this Act.

(b) As additional security in the event of default, Buyer assigns to Seller all unpaid rents and all rents which accrue thereafter, and in addition to the remedies provided above and in conjunction with any one of them, Seller may collect any rent due and owing and may seek the appointment of a receiver.

(c) If default is based upon the failure to pay taxes, assessments, insurance, or liens, Seller may elect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by Buyer to Seller.

(d) Seller may impose and Buyer agrees to pay a late charge, not exceeding 5% of any sum due hereunder which Seller elects to accept after the date the sum was due.

(e) Anything contained in subparagraphs (a) through (d) to the contrary notwithstanding, this Agreement shall not be forfeited and determined, if within 20 days after such written notice of default, Buyer tenders to Seller the entire unpaid principal balance of the Purchase Price and accrued interest then outstanding and cures any other defaults of a monetary nature affecting the premises or monetary claims arising from acts or obligations of Buyer under this Agreement.

## 22. DEFAULT, FEES:

(a) 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 forfeiture or specific performance, in defending any proceeding to which Buyer or Seller is made a party to any legal proceedings as a result of the acts or omissions of the other party.

(b) (1) All rights and remedies given to Buyer or Seller shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless specifically waived in this Agreement. (2) No waiver of any breach or default of either party hereunder shall be implied from any omission by the other party to take any action on account of any similar or different breach or default; the payment or acceptance of money after it falls due after knowledge of any breach of this agreement by Buyer or Seller, or after the termination of Buyer's right of possession hereunder, or after the service of any notice, or after commencement of any suit, or after final judgment for possession of the premises shall not reinstate, continue or extend this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waived.

23. NOTICES: All notices required to be given under this Agreement shall be construed to mean notice in writing signed by or on behalf of the party giving the same, and the same may be served upon the other party or his agent personally or by certified or registered mail return receipt requested, to the parties addressed if to Seller at the address shown in paragraph 1 for or to the Buyer at the address of the premises. Notice shall be deemed made when mailed or served.

24. ABANDONMENT: Fifteen days' physical absence by Buyer with any installment being unpaid, or removal of the substantial portion of Buyer's personal property with installments being paid, and, in either case, reason to believe Buyer has vacated the premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the premises by Buyer. In such event, and in addition to Seller's remedies set forth in paragraph 20, Seller may, but need not, enter upon the premises and as Seller's agent to perform necessary decorating and repairs and to re-sell the premises outright or on terms similar to those contained in this Agreement with allowance for then existing marketing conditions. Buyer shall be conclusively deemed to have abandoned any personal property remaining on or about the premises and Buyer's interest therein shall thereby pass under this Agreement as a bill of sale to Seller without additional payment by Seller to Buyer.

25. SELLER'S ACCESS: Seller may make or cause to be made reasonable entries upon and inspection of the premises provided that Seller shall give Buyer notice prior to any such inspection specifying reasonable cause therefor related to Seller's interest in the premises.

26. 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 the annual interest rate and shall be calculated upon the unpaid balance due as of the last day of the preceding month based upon a 360 day year. Interest for the period from the date of initial closing until the date the first installment is due shall be payable on or before the date of initial closing.

27. ASSIGNMENT: The Buyer shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder nor shall the Buyer lease nor sublet the premises, or any part thereof. Any violation or breach or attempted violation or breach of the provisions of this paragraph by Buyer, or any acts inconsistent herewith, shall vest no right, title or interest herein or hereunder, or in the said premises in any such transferee, pledgee, assignee, lessee or sub-lessee, but Seller may, at Seller's option, declare this Agreement null and void and invoke the provisions of this Agreement relating to forfeiture hereof.

28. FINAL CLOSING: Buyer shall be entitled to delivery of the Deed of conveyance aforesaid Affidavit of Title and a Bill of Sale to the personal property to be transferred to Buyer under this Agreement at any time upon payment of all amounts due hereunder in the form of cash or cashier's or certified check made payable to Seller, which amount shall be without premium or penalty. At the time Buyer provides notice to Seller that he is prepared to prepay all amounts due hereunder, Seller forthwith either shall produce and record at his expense a release deed for the prior mortgage, or obtain a currently dated loan repayment letter reflecting the amount necessary to discharge and release the prior mortgage. Seller shall have the right to repay and discharge such prior mortgage in whole or in part from sums due hereunder from Buyer. The repayment of the prior mortgage shall be supervised and administered by Buyer's mortgage lender, if any. Upon repayment of the prior mortgage Seller shall receive the cancelled note and a release deed in form satisfactory for recording which shall be delivered to Buyer. Seller shall give Buyer a credit against the balance of the purchase price for the cost of recording such release. In the event Buyer does not have a mortgage lender, then the delivery of the cancelled note to Seller shall be simultaneous with the delivery of the Deed from Seller to Buyer, and to facilitate the delivery of documents and the payment of the prior mortgage and the balance of the amount due hereunder, the parties agree to complete such exchange at the offices of the holder of the note secured by the prior mortgage. At the time of delivery of the Deed, Buyer and Seller shall execute and furnish such real estate transfer declarations as may be required to comply with State, County or local law. Seller shall pay the amount of any stamp tax then imposed by State or County law on the transfer of title to Buyer, and Buyer shall pay any such stamp tax and meet other requirements as they may be established by any local ordinance with regard to the transfer of title to Buyer unless otherwise provided in the local ordinance.

## 29. TITLE IN TRUST:

(a) In the event that title to the premises is held in or conveyed into a trust prior to the initial closing, it shall be conveyed to Buyer when and if appropriate under the terms of this Agreement in accordance with the provisions of paragraph 2, except that the conveyance shall be by Trustee's Deed. In such case, the names and addresses of each and every beneficiary of and person with a power to direct the Title Holder is attached hereto and by this reference incorporated herein as Exhibit A.

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DATED: July 1, 85  
 BUYER: David Dorrance and David Dorrance  
 SELLER: Jessie Dean Harvey

THIS RIDER is attached to and made a part of certain Articles of Agreement for Deed by and between JESSIE DEAN HARVEY, as Buyer, and DAVID DORRANCE, as Seller, for the property commonly known as 11242 South Church Street, Chicago, Illinois.

1. The Seller shall install at the seller's expense finished wood cabinets and a double stainless steel sink in the kitchen.

2. Seller shall complete the installation of lighting fixtures in the bathroom and a curtain rod in shower.  
 3. Seller shall install front and rear storm doors.  
 4. Seller shall complete the installation of ceiling fan/light in the dining room.  
 5. Seller shall repair front entrance stairs with new concrete and paint steps brown.

6. Seller shall complete all plumbing and electrical wiring and give copies of factory warranty to Buyer.  
 7. Seller shall install new hot water heater and furnace from a licensed roofing contractor.

8. It is further agreed between Buyer and Seller that Buyer shall have the right to enter into and inspect the premises and plumbing systems are in operating condition and that all installations and repairs have been completed. In the event said heating, electrical and plumbing systems are not in operating condition then notice is to be given to Seller immediately in writing and Seller shall correct same at Seller's expense prior to closing.

9. Seller, at his own expense, agrees to furnish Buyer with a current plat of survey of the above real estate made by an Illinois Registered Surveyor, and a termite inspection certificate with a pest free report.  
 10. Seller shall seal the cracks along the building foundation to prevent water seepage.

11. Seller shall install storm windows and seal the window edges.  
 12. Seller shall repair leaks from water pipes in the basement by the furnace.  
 13. Seller shall provide, at the Seller's expense a Title Policy free of liens.

14. All payments received hereunder shall be applied in the following order of priority: The second (Last) installment payment will be applied first to interest (\$2,250) accrued and owing on the unpaid Principal Balance of the Purchase Price; Second to taxes and to pay Insurance Premiums falling due after the date of closing and fourth to the unpaid Principal balance of the Purchase Price.

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# UNOFFICIAL COPY

RIDER NO. 2 TO ARTICLES OF AGREEMENT FOR DEED  
BY AND BETWEEN DAVID DORRANCE, AS SELLER, AND  
JEFFIE DEAN HARVEY, AS BUYER, FOR THE PROPERTY  
COMMONLY KNOWN AS 11242 SOUTH CHURCH STREET,  
CHICAGO, ILLINOIS 60643

The subject property is legally described as:

LOTS 21 AND 22 IN BLOCK 68 IN WASHINGTON HEIGHTS, A  
RESUBDIVISION OF LOTS 1 AND 2 IN BLOCK 13, ALL OF  
BLOCK 14, LOTS 7 TO 63 IN BLOCK 20, LOTS 1, 2 AND 3 IN  
BLOCK 21 AND ALL OF BLOCKS 24, 25, 28 AND 29 IN SECTIONS  
18 AND 19 ALSO A SUBDIVISION OF THE WEST 1/2 OF THE  
NORTHWEST 1/4 OF SECTION 20 AND THAT PORTION OF EAST  
1/2 OF THE SOUTH WEST 1/4 OF SECTION 19, EAST OF  
PROSPECT AVENUE ALL IN TOWNSHIP 37 NORTH RANGE 14  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

PERMANENT R.F. INDEX NO.: 25-19-210-025; 25-19-210-026

PROPERTY ADDRESS: 11242 South Church Street  
Chicago, IL 60643

Return to:

MICHAEL L. LITTON  
10046 S. Western Ave #201  
Chicago, IL 60643

BOX 333

BOX 333 - TH

2025-09-30