

ARTICLES OF AGREEMENT FOR WARRANTY DEED

Made this 29th day of August, 1988, between Charles G. Ruykhaver and Jane C. Ruykhaver (Sellers), and Joseph B. Di Carlo and Jennifer K. Di Carlo (Purchasers).

WITNESSETH, That if Purchasers shall first make the payments and perform the covenants hereinafter mentioned on the Purchasers' part to be made and performed, the Sellers hereby covenant and agree to convey and assure to the Purchasers, in fee simple, clear of all incumbrances whatever, by a good and sufficient recordable Warranty Deed, with release and waiver of the right of homestead and dower, the following described real estate in the County of Cook and State of Illinois, to wit:

THAT PORTION OF LOT 8 DESCRIBED AS FOLLOWS: THE NORTHERLY 44.90 FEET OF SAID LOT 8 AS MEASURED PERPENDICULAR TO THE NORTHERLY LINE OF SAID LOT 8, IN SOUTHBRIDGE COMMONS, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 17-7-109-009

and the Purchasers hereby covenant and agree to pay to the Sellers the sum of \$131,095.00 Dollars in the manner following:

\$8,323.00 in cash or check on August 29, 1988;

\$10,000.00 in the form of a promissory note as in Exhibit A, attached hereto and incorporated herein by reference;

\$112,772.00 in the form of a promissory note as in Exhibit B, attached hereto and incorporated herein by reference.

and to pay their prorated share of all taxes, assessments, or impositions that may be legally levied or imposed upon said real estate, for the period beginning August 30, 1988. And in case of the failure of the Purchasers to make any of the payments, or any part thereof, or perform any of the covenants on the Purchasers' part hereby made and entered into, this agreement shall, at the option of the Sellers, be forfeited and determined, and all sums theretofore received shall be retained by Sellers in full satisfaction and in liquidation of all damages by the Sellers sustained, and the Sellers shall have the right to re-enter and take possession of the premises aforesaid.

Sellers warrant to Purchasers that no notice from any city, village, or other governmental authority of a dwelling code violation which existed in the dwelling structure before the execution of the contract has been received by the Sellers, his principal or his agent within 10 years of the date of execution of this contract.

The time of payment shall be of the essence of this contract; and the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

Purchasers shall pay monthly to Sellers an amount equal to 1/12 of the most recent ascertainable real estate taxes plus 1/12 of the hazard insurance for the subject real estate to be held in escrow for the payment of said taxes and insurance. Said payments shall be due on the first of each and every month beginning September 1, 1988, and shall end when all principle amounts on the above referenced notes are paid in full. Said payments shall be adjusted upon receipt of the actual real estate tax bill for the previous year and Purchasers shall make up any shortages in the escrow or Sellers shall refund any excess, whichever the case may be, at that time.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Charles G. Ruykhaver

Joseph B. Di Carlo

Jane C. Ruykhaver

Jennifer K. Di Carlo

DEPT-01 \$16.25
T#3333 TRAN 6592 11/01/88 15:19:00
#6288 + C #88-515665
COOK COUNTY RECORDER

88515665

Notar Public Title Order #

See - C

-88-515665

Prepared by and Return to: Larry S. Lawrence
113 Fairfield Way - S-107
Bloomington, IL 60108



Mail

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Property of Cook County Clerk's Office

2024/08/28

COOK COUNTY CLERK'S OFFICE
100 N. LAKE ST. CHICAGO, IL 60601
TEL: (773) 399-3000 FAX: (773) 399-3001
WWW.COOKCOUNTYCLERK.COM

revised 8/22/88

EXHIBIT "A"
PROMISSORY NOTE

\$10,000.00

Date: 8-29-88

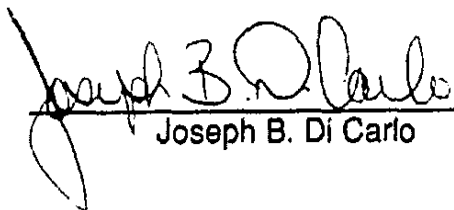
Joseph B. Di Carlo and Jennifer S. Di Carlo, as consideration for Articles of Agreement for Warranty Deed dated August 29, 1988, promise to pay to the order of Charles and Jane Ruykhaver the principal sum of Ten Thousand and 00/100 Dollars (\$10,00.00) with interest at the rate of 9 3/8% per annum amortized over five years with the first monthly installment of \$209.41 due on September 1, 1988, and an additional \$209.41 on the first of each month thereafter until paid in full according to the amortization schedule on the reverse side of this note.

Payments are to be mailed or delivered to: Charles and Jane Ruykhaver, at
1067 E. STATE PARKWAY SCHMIDT BURG IL 60173

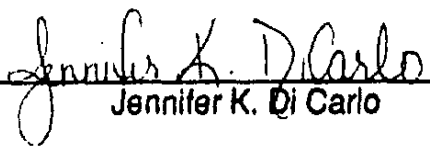
The undersigned hereby agrees that upon or after default, if this note is placed in the hands of an attorney for collection or if suit is filed upon the obligation herein stated in any court of competent jurisdiction, costs and reasonable attorney's fees shall be added to the then balance of principal and interest.

All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest. No extension or modification shall release any of the undersigned from the obligations hereof unless in writing and signed by the holder of this note.

The principle on this note may be prepaid (in part or whole) at any time without penalty.



Joseph B. Di Carlo



Jennifer K. Di Carlo

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Amortization Schedule for 10,000 Note

Due Date	Interest	Principle	Balance
			10,000.00
09/01/88	78.13	131.29	9,868.72
10/01/88	77.10	132.31	9,736.40
11/01/88	76.07	133.34	9,603.06
12/01/88	75.02	134.39	9,468.67
01/01/89	73.97	135.44	9,333.24
02/01/89	72.92	136.49	9,196.74
03/01/89	71.85	137.56	9,059.18
04/01/89	70.77	138.64	8,920.55
05/01/89	69.69	139.72	8,780.83
06/01/89	68.60	140.81	8,640.02
07/01/89	67.50	141.91	8,498.11
08/01/89	66.39	143.02	8,355.09
09/01/89	65.27	144.14	8,210.96
10/01/89	64.15	145.26	8,065.69
11/01/89	63.01	146.40	7,919.30
12/01/89	61.87	147.54	7,771.76
01/01/90	60.72	148.69	7,623.06
02/01/90	59.56	149.85	7,473.21
03/01/90	58.39	151.03	7,322.18
04/01/90	57.20	152.21	7,169.98
05/01/90	56.02	153.39	7,016.58
06/01/90	54.83	154.59	6,861.99
07/01/90	53.61	155.80	6,706.19
08/01/90	52.39	157.02	6,549.17
09/01/90	51.17	158.24	6,390.93
10/01/90	49.93	159.48	6,231.45
11/01/90	48.68	160.73	6,070.72
12/01/90	47.43	161.98	5,908.74
01/01/91	46.16	163.25	5,745.49
02/01/91	44.89	164.52	5,580.97
03/01/91	43.60	165.81	5,415.16
04/01/91	42.31	167.10	5,248.05
05/01/91	41.00	168.41	5,079.64
06/01/91	39.68	169.73	4,909.92
07/01/91	38.36	171.05	4,738.87
08/01/91	37.02	172.39	4,566.48
09/01/91	35.68	173.73	4,392.74
10/01/91	34.32	175.09	4,217.65
11/01/91	32.95	176.46	4,041.19
12/01/91	31.57	177.84	3,863.36
01/01/92	30.18	179.23	3,684.13
02/01/92	28.78	180.63	3,503.50
03/01/92	27.37	182.04	3,321.46
04/01/92	25.95	183.46	3,138.00
05/01/92	24.52	184.89	2,953.11
06/01/92	23.07	186.34	2,766.77
07/01/92	21.62	187.79	2,578.97
08/01/92	20.15	189.26	2,389.71
09/01/92	18.67	190.74	2,198.97
10/01/92	17.18	192.23	2,006.74
11/01/92	15.68	193.73	1,813.01
12/01/92	14.16	195.25	1,617.76
01/01/93	12.64	196.77	1,420.99
02/01/93	11.10	198.31	1,222.68
03/01/93	9.55	199.86	1,022.82
04/01/93	7.99	201.42	821.40
05/01/93	6.42	202.99	618.41
06/01/93	4.83	204.58	413.83
07/01/93	3.23	206.18	207.66
08/01/93	1.62	206.03	0.00

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(revised 8/22/88)

EXHIBIT "B"

PROMISSORY NOTE

\$112,772.00

Date: 8-29-88


Joseph B. Di Carlo and Jennifer K. Di Carlo, as consideration for Articles of Agreement for Warranty Deed dated August 29, 1988, promise to pay to the order of Charles Ruykhaver and Jane Ruykhaver the principal sum of One Hundred Twelve Thousand Seven Hundred Seventy-Two and 00/100 Dollars (\$112,772.00) with initial interest at the rate of 9 3/8% per annum amortized over 29 years with the first monthly installment of \$950.00 due on September 1, 1988, and each subsequent monthly installment on the first of each month thereafter through August 1, 1993 at which time the entire unpaid principle balance shall be paid in full. The amount of each monthly installment of principle and interest subsequent to the September 1, 1988 installment shall be determined in accordance with the terms of the Adjustable Rate Note dated December 17, 1986 by and between Charles G. Ruykhaver and Jane C. Ruykhaver (borrowers) and Equitable Federal Savings and Loan Association of Fremont which note is attached hereto as Exhibit "1" and incorporated herein by reference. Notwithstanding the foregoing, if the Note to Equitable Federal Savings and Loan Association of Fremont (Exhibit "1") is accelerated because of the above referenced Articles of Agreement for Warranty Deed, then the entire balance of principle and interest then due under this Note shall become due and payable within 90 days of written notice of such acceleration to Joseph and Jennifer Di Carlo.

Payments are to be mailed or delivered to: Charles and Jane Ruykhaver, at 1061 E. STATE PARKWAY Schaumburg, IL 60173

The undersigned hereby agrees that upon or after default, if this note is placed in the hands of an attorney for collection or if suit is filed upon the obligation herein stated in any court of competent jurisdiction, costs and reasonable attorney's fees shall be added to the then balance of principal and interest.

All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest. No extension or modification shall release any of the undersigned from the obligations hereof unless in writing and signed by the Holder of this Note.

The principle on this note may be prepaid (in part or whole) at any time without penalty.



Joseph B. Di Carlo



Jennifer K. Di Carlo

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ADJUSTABLE RATE NOTE

(1 Year Treasury Index—Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

DECEMBER 17 19 86 SCHAUMBURG ILLINOIS
[City] [State]
1015 SOUTHRIDGE LANE, SCHAUMBURG, ILLINOIS 60194
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 114,350.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is EQUITABLE FEDERAL SAVINGS AND LOAN ASSOCIATION OF FREMONT

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.375%. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on FEBRUARY 1, 19 87. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on JANUARY 1, 20 17, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 400 EAST MILITARY FREMONT, NEBRASKA 68025 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 789.89. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of FEBRUARY 1, 19 88, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND FIVE EIGHTHS percentage points (2.625%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.375% or less than 5.375%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 13.375%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

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(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that it does not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Charles G. Ruykhaer (Seal)
CHARLES G. RUYKHAER Borrower

Jane C. Ruykhaer (Seal)
JANE C. RUYKHAER Borrower

..... (Seal)
..... Borrower

(Sign Original Only)

Property of Cook County Clerk's Office

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