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ARTICLES OF AGREEMENT FOR WARRANTY/TRUSTEE DEED

This agreement is made and entered into this 20 day of ~~JANUARY~~ ^{FEBRUARY} 1988, by and between:

SELLER: DANIEL E. KJOS, a widower and not since remarried
and

PURCHASER: ALBERT F. MOORE

IT IS MUTUALLY COVENANTED AND AGREED BY AND BETWEEN THE
SELLER AND THE PURCHASER AS FOLLOWS:

1. If the Purchaser shall first make the payments and perform the covenants hereinafter mentioned on the part of the Purchaser to be made and performed, the Seller hereby covenants, warrants and agrees to direct or cause to be conveyed by Warranty Deed to the Purchaser in fee simple, the following described real property:

LEGAL DESCRIPTION

THE EAST 100 FEET OF THE NORTH 150 FEET OF BLOCK 9 IN FREDERICK H. BARTLETT'S HARLEM AVENUE ACRES, A SUBDIVISION OF THE NORTH 45 ACRES OF THE SOUTH 50 ACRES OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 17 FEET CONVEYED TO RAILROAD) IN COOK COUNTY, ILLINOIS.

23-01-209-007 TP A A D

commonly known as: 9000 S. BELOIT, BRIDGEVIEW, IL

subject only to covenants, conditions and restrictions of record; public and utility easements and roads and highways, if any; any unconfirmed special tax or assessment; and general taxes for the year 1987 and subsequent years.

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2. The Seller and the Purchaser hereby agree that the purchase price to be paid by the Purchaser to the Seller for said real property, along with all improvements thereon, shall be, and the same is, the sum of \$30,500.00.

3. The Purchaser hereby covenants and agrees to pay to the Seller the aforesaid purchase price in the following manner:

a. an initial payment of \$2,000.00, the receipt of which is hereby acknowledged by the Seller; and,

b. the additional sum of \$10,500.00 upon execution of this agreement; and,,

c. the balance of \$18,000.00 with no interest as long as timely paid in installments as follows: \$2,000.00 on the 15th day of MARCH, 1988, and \$2,000.00 on the 15th day of each month thereafter with final payment of principal, unless sooner paid, due on November 15, 1988. Payments are due on the 15th of each month. If not paid when due Seller at his sole option and without notice accelerate the entire unpaid balance and interest payments shall thereof bear interest at the rate of 16% per annum.

4. Buyer shall pay the 1987 general taxes when due and if he does not it shall be a material default.

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5. ^{Buyer OZIK DK} ~~Seller~~ ^{Buyer} agrees that the ~~Seller~~ is solely responsible for the payment of all real estate taxes on the subject property due for the period prior to the date of this agreement.

6. Seller represents and warrants that no special taxes or assessments have been levied against the subject real property prior to the date of this agreement, and that if such special taxes or assessments have been levied that the Seller is solely responsible for the payment of them; however, should any special taxes or assessments be levied against the subject real property subsequent to the date of this agreement, the payment of such special taxes or assessments shall be the sole responsibility of the Purchaser and the timely payment thereof shall be made by the Purchaser.

7. Time of payment of all payments due hereunder shall be of the essence in this agreement and all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, devisees, personal representatives, successors, and assigns of the Seller and the Purchaser. The acceptance of any payment hereunder after its due date shall not be a waiver of the right of the Seller to require other payments hereunder to be made in the manner and at the time provided for herein.

8. As of and on the date of this agreement, the Seller has furnished to the Purchaser, the receipt of which is hereby acknowledged by the Purchaser, the following:

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- a. a memorandum of Installment Agreement for Deed duly executed by the Seller and in recordable form;
- b. a spotted survey of the subject real property;
- c. a preliminary title insurance report issued by TICOR

D.K. 1-15
TITLE INSURANCE COMPANY disclosing the status of title as of 1-15, 1988, said date being the effective date of said report;

d. an affidavit of title duly executed by the aforesaid Seller covering that period of time from the effective date of said preliminary report on title to the date of this agreement;

e. a closing statement for closing on the date of this agreement and;

9. Upon the payments of all payments due hereunder to the Seller from the Purchaser in conformance with this agreement, the Seller shall provide the Purchaser a recordable Warranty Deed, with required transfer stamps affixed thereto, conveying to the Purchaser good and merchantable title to the subject real property subject only to the title exceptions hereinabove permitted, along with an Owner's Title Insurancy Policy in the amount of the purchase price issued by TICOR TITLE INSURANCE COMPANY, wherein the Purchaser shall be named the insured, which policy shall be subject only to the title exceptions hereinabove set forth, and the Seller shall do so at the Seller's expense, except that the Seller shall receive full credit against the billing therefor, which sum has been paid by the Seller in

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connection with the Seller's production of the preliminary report on title hereinabove mentioned.

Said Warranty Deed shall be deposited in escrow with Seller's attorney and shall be delivered to Purchasers upon final payment of the purchase price.

10. The Purchaser has examined the subject real property, and takes the same in their present condition, without warranty or representations of any kind relating thereto.

11. The Purchaser agrees to comply with all governmental laws, ordinances, regulations and requirements affecting the premises from time to time.

12. The Purchaser will not create, cause or maintain or suffer to be maintained, any nuisance or any waste in or about the premises. The Purchaser will not use the premises, or suffer the same to be used, for any illegal or unlawful purpose, or in any hazardous or wasteful manner.

13. The Purchaser will not commit, or suffer to be committed, any breach or violation of any of the conditions, restrictions, limitations or covenants relating to said real property.

14. Seller by his execution of this agreement consents to the construction and operation of an asphalt parking lot.

15. The Purchaser shall at Purchaser's own expense insure the Seller's interest under this agreement in said real property,

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and shall furnish Sellers with proof that their interest is insured.

16. In the case of partial or total loss to the subject real property, the Purchaser shall be entitled to receive the entire proceeds of the Purchaser's insurance therefor, if any, subject to the duty to pay the same (but not a sum exceeding the principal balance due hereunder) to the Seller and receive credit upon the balance due hereunder), in case of a substantially total loss, and subject to a duty in case of a loss less than substantially total, to use the insurance proceeds to repair the loss, and a further duty to continue making the monthly installment payments, and all other payments hereunder. A loss shall be deemed a substantially total loss only if such a loss renders the premises uninhabitable.

17. If the Purchaser has failed to make any payment or payments hereunder when due or has failed to perform any other undertakings on the Purchaser's part hereunder, such as but not limited to the following:

a. keep the property free of mechanic's lien caused by acts of the Purchaser and/or the Purchaser's agents;

b. keep the property free of judgments caused by acts of the Purchaser and/or the Purchaser's agents;

c. fail to indemnify the Seller from and against any and all claims, demands, causes of action, liability, damages and judgments, decrees, fines, penalties, expenses, costs and fees of

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whatsoever nature arising out of or in any way connected with an act or omission of the Purchaser and/or the Purchaser's agents under this agreement or with respect to the real property to be conveyed; and fails to cure such default or defaults within 30 days, either by payment, performance bond of equal amount, or other affirmative action that would entirely extinguish the obligation or claim, within 30 days after giving written notice thereof by the Seller to the Purchaser, then the Seller may terminate this agreement and all rights and interests of the Purchaser by virtue hereof by giving the Purchaser a Notice of Termination. In that event, the Seller shall retain all payments made hereunder in full satisfaction and liquidation of all damages sustained, if said damages are not in excess of Purchaser's payments to date, and shall have the right to re-enter and take possession of all the property to be conveyed hereunder and heretofore turned over to the Purchaser and to dispossess and expel the Purchaser and all persons in possession therefrom. If damages sustained are in excess of the Purchaser's payments to date, the Seller shall retain the payments as a reasonable amount for the use of the premises and claim the balance of the deficiency as due and owing, and the Seller shall be allowed all rights mentioned in the preceding sentence.

18. If the Purchaser has failed to make any payment hereunder when due and fails to cure such default within 30 days after the giving of written notice thereof by the Seller to the

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Purchaser, then the Seller, at the Seller's written election, may accelerate the entire balance hereunder, together with accrued interest thereon, and any deposits, charges, expenses, costs and attorney's fees due hereunder, and require the immediate payment thereof.

19. 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.

20. In the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, which may be put upon the premises by Purchaser shall belong to and be the property of Seller without liability or obligation on Seller's part to account to Purchaser therefor or for any part thereof.

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

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of any judgment entered in any proceeding brought by Seller against Purchaser on or about this agreement.

22. Any interest of the Purchaser under this agreement shall not be assigned or transferred, either voluntarily or involuntarily, by operation of law or otherwise, except by descent or devise, without the prior written consent of the Seller, and any such assignment or transfer without such prior written consent shall be void and shall not vest in the assignee or transferee any right, title or interest under this agreement or in the real property to be conveyed.

23. This agreement and all provisions hereof shall extend to, be obligatory upon, and insure to the benefit of the respective successors, assigns, heirs, devisees, and legal representatives of the parties hereto.

24. Notices hereunder shall be served by either party hereto by mailing the same to the other party by certified mail, with return receipt requested, at the following respective addresses:

SELLER:

Daniel Kjos

4332 W. 109th Street

Oak Lawn, IL 60453

with a carbon copy to:

Bernard F. Lord

3101 W. 95th Street

Evergreen Park, IL 60642

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PURCHASER:

Albert F. Moore

8904 S. Harlem Ave.

Bridgeview, IL 60455

with a carbon copy to:

William White

7667 W. 95th Street

Hickory Hills, IL 60457

27. This agreement is executed and delivered by _____ not in its individual capacity, but solely in the capacity herein described, for the purpose of binding the herein described property, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding that each and all of the undertakings and agreements herein made, are made and intended not as personal undertakings and agreements of the trustee, for the purpose of binding trustee personally, but executed and delivered by the trustee solely in the exercise of the powers conferred upon it as such trustee, and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against said trustee on account hereof or on account of any undertaking or agreement herein contained, either expressed

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or implied, all such personal liability, if any, being hereby expressly waived and released by all other parties hereto, and those claiming by, through or under them.

IN WITNESS WHEREOF, the parties hereto have hereunder set their respective hands and seals on the date first given above at Evergreen Park, Illinois.

SELLER:

David Kfor

PURCHASER:

Albert J. Moore

PREPARED BY:
BERNARD F. LORD
3101 W. 95TH STREET
EVERGREEN PARK, ILLINOIS 60642

MAIL TO:
WILLIAM J. WHITE
SUITE 305
7667 WEST 95TH STREET
HICKORY HILLS, ILLINOIS 60457
BOX 15

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