

ARTICLES OF AGREEMENT FOR WARRANTY DEED 88196244

AGREEMENT, made this 23rd day of September, 1980, between JAMES B. KEE and EILEEN T. KEE, beneficiaries of AMERICAN NATIONAL BANK AND TRUST COMPANY, Trust Number 42181, Sellers, and ERIC J. VAN GELDER, Purchaser:

WITNESSETH, that if Purchaser shall first make the payments and perform Purchaser's covenants hereunder, Sellers hereby covenant and agree to convey to Purchaser in fee simple by Sellers', or their Trustee's, recordable warranty deed, with waiver of dower and homestead, subject to the matters hereinafter specified, the premises situated in the County of Cook, and State of Illinois, described as follows: PIN 14-33-108-038-1011

Unit 208 as delineated on Plat of Survey of the following described parcel of real estate:

Lots 88 to 92 inclusive and the South 6 feet of Lot 94 in Subdivision of the East 1/2 of Block 2 in Canal Trustee's Subdivision in Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

which Plat of Survey is attached as Exhibit "A" to Declaration of Condominium made by Central National Bank in Chicago, a National Banking Association, as Trustee under Trust Agreement dated July 30, 1977, and known as Trust Number 22641, recorded in the office of Recorder of Deeds of Cook County, Illinois, as Document Number 24256265, together with its Undivided Percentage Interest in the Common Elements, (excepting therefrom all the property and space comprising all the Units thereof) as set forth in said Declaration, and together with exclusive easement to use Parking Space Number 24 as set forth in said Declaration and Survey.

commonly known as Unit 208, 2230 North Orchard, Chicago, Illinois

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COVENANTS AND CONDITIONS

1. The Sellers agree to furnish to the Purchaser, on or about October 1, 1980, the following evidence of title to the premises; an Owner's policy in the amount of the purchase price issued by the

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1. The Sellers agree to furnish to the Purchaser, on or before
October 1, 1980, the following evidence of title to the property
located in the County of Cook, Illinois:

CHICAGO TITLE INSURANCE COMPANY, subject to showing of merchantable title in the American National Bank and Trust Company Trust Agreement dated January 3, 1978, and known as Trust Number 42181, subject only to the following:

- (a) general taxes for the year 1980 and subsequent years, and all taxes, special assessments and special taxes levied after the date hereof;
- (b) all installments of special assessments heretofore levied falling due after the date hereof;
- (c) the rights of all persons claiming by, through or under Purchaser;
- (d) a mortgage from the American National Bank and Trust Company of Chicago, a National Banking Association, as Trustee under Trust Agreement dated January 3, 1978, and known as Trust Number 42181, to Crawford Savings and Loan Association, dated February 15, 1978, recorded February 24, 1978, as Document Number 24339821, to secure a Note for \$49,300.00;
- (e) terms, provisions, covenants, conditions and options contained in and rights and easements and restrictions established by Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and Bylaws executed by Central National Bank in Chicago, as Trustee under Trust Agreement dated July 30, 1977, and known as Trust Number 22641, recorded December 21, 1977, as Document Number 24256265;
- (f) grant of utility easements contained in the Declaration of Condominium Ownership aforesaid recorded as Document Number 24256265, to the Illinois Bell Telephone Company and Commonwealth Edison Company and all other public utilities serving the land to install and maintain all equipment necessary to serve the land with telephone and electric service and other utility services, together with the right of access thereto;
- (g) option in favor of the "2230 North Orchard Condominium Association" to purchase or lease any unit if any Unit Owner shall desire at any time to sell or lease his unit, as contained in the Declaration of Condominium Ownership aforesaid recorded as Document Number 24256265;
- (h) limitations and conditions imposed by the Condominium Property Act.

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CONDOMINIUM REPORT, 1981

The Sellers shall also furnish a copy of the Trust Agreement, and reasonable evidence that Sellers own the beneficial interest in said Trust, and that they power of direction over the Trustee to convey the subject matter of said Trust.

2. The Sellers shall also convey the following personal property to the Purchaser, by giving him a bill of sale to be executed immediately after this contract is fully executed. The following list of personal property to be conveyed is now located on the premises:

screens, storm windows and door; shades; drapery rods; curtain rods; heating; cooling; ventilating; lighting and plumbing fixtures; attached mirrors; shelving; cabinets and bookcases; and also refrigerator; range; dishwasher; all light fixtures.

3. The Purchaser hereby covenants and agrees to pay the Sellers the sum of Eighty-seven Thousand Dollars and No-Cents, (\$87,000.00), as the purchase price, in the following manner:

- (a) A payment of \$38,600.00 to the Sellers or their attorney, NICHOLAS G. DOZORYST II, or or before October 1, 1980.
- (b) The balance of \$48,400.00, with interest on the principal balance at the rate of 9.5 per cent per annum from the date of closing, shall be paid in monthly installments as hereinafter described. The Purchaser will pay the principal balance, together with accrued interest, in 205 equal monthly installments of \$422.88, together with real estate tax and insurance payments as hereinafter provided, beginning on the first day of October 1980, and on the first day of each month thereafter, until the entire balance of principal and interest thereon is paid in full. The final installment payment under this subparagraph, together with all required real estate tax and insurance installment payments, shall be made on or before October 1, 2006.
- (d) Each such payment shall be made to or for Sellers by depositing the required payment into the Sellers' checking account at the AETNA BANK at Lincoln and Fullerton and Halsted, in Chicago, or any other designated account, the number of which will be supplied at closing, until written notice

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office, Cook County, Illinois, and that the same has been compared with the original and found to be a true and correct copy thereof.

This certificate is given in accordance with the provisions of the Act of the General Assembly of the State of Illinois, approved March 22, 1897, and amended March 22, 1907, and March 22, 1913, and the Act of the General Assembly of the State of Illinois, approved March 22, 1913, and amended March 22, 1917, and March 22, 1923, and the Act of the General Assembly of the State of Illinois, approved March 22, 1923, and amended March 22, 1927, and March 22, 1933, and the Act of the General Assembly of the State of Illinois, approved March 22, 1933, and amended March 22, 1937, and March 22, 1943, and the Act of the General Assembly of the State of Illinois, approved March 22, 1943, and amended March 22, 1947, and March 22, 1953, and the Act of the General Assembly of the State of Illinois, approved March 22, 1953, and amended March 22, 1957, and March 22, 1963, and the Act of the General Assembly of the State of Illinois, approved March 22, 1963, and amended March 22, 1967, and March 22, 1973, and the Act of the General Assembly of the State of Illinois, approved March 22, 1973, and amended March 22, 1977, and March 22, 1983, and the Act of the General Assembly of the State of Illinois, approved March 22, 1983, and amended March 22, 1987, and March 22, 1993, and the Act of the General Assembly of the State of Illinois, approved March 22, 1993, and amended March 22, 1997, and March 22, 2003, and the Act of the General Assembly of the State of Illinois, approved March 22, 2003, and amended March 22, 2007, and March 22, 2013, and the Act of the General Assembly of the State of Illinois, approved March 22, 2013, and amended March 22, 2017, and March 22, 2023.

Witness my hand and the seal of the County Clerk's Office, Cook County, Illinois, this 1st day of January, 1900.

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to Purchaser is given, designating a different place for ensuing payments, (Sellers reserving the right to make such redesignations not more often than once each six months), and shall be credited, first to interest accrued and unpaid, then to any required real estate tax and insurance installments, (including any in arrears), pro rata, and the balance to reduce the principal amount upon which interest is charged.

4. There is a mortgage upon the premises identified as follows:

a mortgage from the American National Bank and Trust Company of Chicago, a National Banking Association, as Trustee under Trust Agreement dated January 3, 1978, and known as Trust Number 42181, to Crawford Savings and Loan Association, dated February 15, 1978, recorded February 24, 1978, as Document Number 24339821, to secure a Note for \$49,300.00;

Sellers state that there are no unforgiven defaults thereunder, that the balance due thereon is approximately Forty-eight Thousand Four Hundred Dollars and No-Cents, (\$48,400.00); and that all details of that mortgage and the balance due thereon may be disclosed to Purchaser, including real estate tax, insurance, and other deposits or escrows.

5. In addition to the payments of principal and interest described above; beginning on the first day of October, 1980, and on the first day of each month thereafter, the Purchaser shall also pay, at the place designated for payment, one-twelfth of 110 per cent of the last issued real estate tax bill, the monthly proportion of the premium on the existing hazard insurance on the property, and the monthly assessment by the 2230 North Orchard Condominium Association.

Beginning on October 1, 1980, and continuing until the time of the first adjustment, the amount of the monthly real estate tax payment will be \$92.88, and the amount of monthly hazard insurance payment will be \$8.17. The current monthly assessment of the 2230 North Orchard Condominium Association is \$141.00. Sellers are unable to guarantee the rate of assessment for the term of this Agreement.

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These additional payments shall be adjusted in due proportion promptly after the issuance of the second installment of each annual real estate tax bill, the renewal or cancellation of any insurance, or any change of insurance rate or coverage.

In the event the real estate tax or insurance deposits are insufficient to pay the taxes or insurance, the Purchaser shall, within thirty (30) days after receiving notice of the deficiency, and a statement of account, pay the deficiency to the Sellers. After the payment of the second annual installment of the real estate tax bill, the Sellers shall account to the Purchaser for the tax deposits and payments, and adjust the next year's monthly real estate tax deposit.

The provisions of this paragraph are applicable to special tax assessments which accrue after the date of possession.

The Sellers are not required to segregate the real estate tax or insurance payments on their books or records, but must make the receipts available for reasonable inspection by the Purchaser.

6. Possession of the premises shall be delivered to the Purchaser on October 1, 1980, subject to existing leases or tenancies. Rents, water taxes, insurance premiums and other similar items are to be adjusted pro rata as of the date provided herein for delivery of possession of the premises. General taxes for the year 1980 are to be prorated from January 1, to such date for delivery of possession, and if the amount of such taxes is not ascertainable, the prorating shall be done on the basis of the amount of the most recent ascertainable taxes, plus ten per cent.

7. The conveyance to be made by Sellers shall be expressly subject to the following:

- (a) general taxes for the year 1980 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof;

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years and all taxes, special assessments and special taxes levied after the date hereof;

- (b) all installments of special assessments heretofore levied falling due after date hereof;
- (c) the rights of all persons claiming by, through or under Purchaser;
- (d) easements of record and party-walls and party-wall agreements, if any;
- (e) building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances;
- (f) roads, highways, streets and alleys, if any.
- (g) terms, provisions, covenants, conditions and options contained in and rights and easements and restrictions established by Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and Bylaws executed by Central National Bank in Chicago, as Trustee under Trust Agreement dated July 30, 1977, and known as Trust Number 22641, recorded December 21, 1977, as Document Number 24256265;
- (h) grant of utility easements contained in the Declaration of Condominium Ownership aforesaid recorded as Document Number 24256265, to the Illinois Bell Telephone Company and Commonwealth Edison Company and all other public utilities serving the land to install and maintain all equipment necessary to serve the land with telephone and electric service and other utility services, together with the right of access thereto;
- (i) option in favor of the "2230 North Orchard Condominium Association" to purchase or lease any unit if any Unit Owner shall desire at any time to sell or lease his unit, as contained in the Declaration of Condominium Ownership aforesaid recorded as Document Number 24256265;
- (j) limitations and conditions imposed by the Condominium Property Act.

8. Purchaser shall keep the building and improvements on the premises in good repair and shall neither suffer nor commit any waste on or to the premises, and if Purchaser fails to make any such repairs or suffer or commit waste, Sellers may elect to make such repairs or eliminate such waste and the cost thereof shall become an addition to the purchase price immediately due and payable to Sellers, with interest at twelve per cent (12%) per annum until paid.

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restrictions, conditions and covenants of record

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Interests

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Sellers, with interest at twelve percent (12%) per annum until...

9. Purchaser shall not suffer or permit any mechanic's, or other lien, to attach to or be against the premises, which shall, or may be, superior to the rights of the Sellers.

10. Every contract for repairs and improvements on the premises, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim or right of lien against the premises, and no contract or agreement, oral or written, shall be made by Purchaser for repairs or improvements upon the premises, unless it shall contain such express waiver or release of lien upon the part of the party contracting, and a signed copy of every such contract, and of the plan and specifications for such repairs and improvements shall be promptly delivered to, and may be retained by, the Sellers.

11. Purchaser shall not transfer or assign this agreement, or any interest therein, without the previous written consent of Sellers, and any such assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title or interest herein, or hereunder, or in the premises, but shall render this contract null and void, at the election of Sellers; and Purchaser will not lease the premises, or any part thereof, for any purpose, without Sellers' written consent. Said consent shall not be unreasonably withheld.

12. 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 the Sellers, or until the full payment of the purchase price at the times and in the manner herein provided.

13. No extension, change, modification or amendment to, or of, this agreement of any kind whatsoever shall be made or claimed by Purchaser, and no notice of any extension, change, modification or

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amendment, made or claimed by Purchaser, shall have any force or effect whatsoever unless it shall be endorsed in writing and be signed by the parties hereto.

14. Sellers shall keep all buildings at any time on the premises insured in Sellers' names at Purchaser's expense against loss by fire, lightning, windstorm and extended coverage risks in companies to be approved by Sellers in an amount at least equal to the sum remaining unpaid hereunder, which insurance, together with all additional or substituted insurance, shall require all payments for loss to be applied on the purchase price, and Purchaser shall deliver the policies therefore to Sellers.

15. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of the Purchaser's covenants hereunder, this agreement, and such payments, shall be retained by Sellers in full satisfaction and as liquidated damages by Sellers sustained, and in such event Sellers shall have the right to re-enter and take possession of the premises aforesaid.

16. In the event this agreement shall be declared null and void by Sellers on account of any default, breach or violation by Purchaser in any of the provisions hereof this agreement shall be null and void and be so conclusively determined by the filing by Sellers or a written declaration of forfeiture hereof in the Recorder's office of said County.

17. 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 Sellers without liability or obligation on Sellers' part to account to Purchaser therefor or for any part thereof.

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18. Purchaser shall pay to Sellers all costs and expenses, including reasonable attorneys' fees, incurred by Sellers in any action or proceeding to which Sellers may be made a party by reason of being a party to this agreement, and Purchaser will pay to Sellers all costs and expenses, including reasonable attorneys' fees, incurred by Sellers in enforcing any of the covenants and provisions of this agreement and incurred in any action brought by Sellers against Purchaser on account of the provisions hereof.

19. The remedy of forfeiture herein given to Sellers shall not be exclusive of any other remedy, but Sellers shall, in case of default or breach, or for any other reason herein contained, have every other remedy given by this agreement or by law or equity, and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.

20. The Sellers shall not assign, transfer or encumber their beneficial interest in the subject property to an extent greater than the proportion which the total unpaid principal balance bears to Eighty-seven Thousand Dollars and No-Cents, (\$87,000.00).

21. The Purchaser shall have the right of repayment without penalty upon thirty (30) days written notice to the Sellers.

22. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Sellers in care of NICHOLAS G. DOZORYST II, Attorney at Law, 53 West Jackson Blvd., Suite 1059, Chicago, Illinois, 60604, or to Purchaser at 558 West Belden Avenue, Chicago, Illinois, 60614, or to the last known address of either party, shall be sufficient service thereof. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.

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23. The time of payment shall be of the essence in 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.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals the day and year indicated above.

Address of Sellers:

James B. Kee
James B. Kee, Seller and
beneficiary under Trust No. 42181

Eileen T. Kee
Eileen T. Kee, Seller and
beneficiary under Trust No. 42181

Address of Purchaser:

Eric J. Van Gelder
Eric J. Van Gelder, Purchaser

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COOK COUNTY RECORDER

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