

UNOFFICIAL COPY

This form has been approved by the Real Estate Law Committee of the DuPage County Bar Association for use by lawyers only.

B-11d

89120697

ARTICLES OF AGREEMENT FOR DEED

1. BUYER, EDWARD P. MC CAULEY & LISA MC CAULEY, his wife, 1939 N. Howe, Address 1939 N. Howe,
Chicago, Cook County, State of Illinois agrees to purchase, and SELLER,
CAROLYN K. PRICE, 476 Eton Drv. Barrington, Cook County, State of Illinois

agrees to sell to Buyer at the PURCHASE PRICE of ONE HUNDRED FIFTEEN THOUSAND Dollars (\$ 115,000.00) the PROPERTY commonly known as 813 S. Grove Ave.

Barrington, Illinois, and legally described as follows: Lot 18 in Block 4 in Arthur T. Mc Intosh and Company's Hillside Addition to Barrington, a subdivision of the South half of Section 1 and the North half of Section 12, Township 42 North, Range 9, East of the Third Principal Meridian, according to the plat recorded May 27, 1925 as document 8924976, in Cook County, Illinois.

Permanent Tax Number: 01-01-307-003

(hereinafter referred to as "the premises")

with approximate lot dimensions of 60 x 185, together with all improvements and fixtures, if any, including, but not limited to: All central heating, plumbing and electrical systems and equipment, the hot water heater, central cooling, humidifying and filtering equipment, fixed carpeting, built-in bookshelves, built-in cabinets, water softener (except rental units); existing storm and screen windows and doors, attached shutters, shelving, fireplace screen, tool cribs, etc., fence, all planted vegetation, garage door openers and car units, and the following items of personal property:

All of the foregoing items shall be left on the premises, are included in the sale price, and shall be transferred to the Buyer by a Bill of Sale at the time of final closing.

2. THE DEED:

a. If the Buyer shall first make all the payments and perform all the covenants and agreements in this agreement required to be made and performed by said Buyer, at the time and in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to Buyer in joint tenancy or his nominee, by a recordable, stamped general warranty, deed with release of homestead rights, good title to the premises subject only to the following "permitted exceptions," if any: (a) General real estate taxes not yet due and payable; (b) Special assessments confirmed after this contract date; (c) Building, building line and use of occupancy restrictions, conditions and covenants of record; (d) Zoning laws and ordinances; (e) Easements for public utilities; (f) Drainage ditches, feeders, laterals and drain tile, pipe or other conduit; (g) If the property is other than a detached, single-family home, party walls, party wall rights and agreements; covenants, conditions and restrictions of record; terms, provisions, covenants, and conditions of the declaration of condominium, if any, and all amendments thereto, any easements established by or implied from the said declaration of condominium or amendments thereto, if any; limitations and conditions imposed by the Illinois Condominium Property Act, if applicable; installments of assessments due after the time of possession and easements created pursuant to the declaration of condominium.

b. The performance of all the covenants and conditions herein to be performed by Buyer shall be a condition precedent to Seller's obligation to deliver the deed aforesaid.

3. INSTALLMENT PURCHASE: Buyer hereby covenants and agrees to pay to Seller at 476 Eton Drive, Barrington,

Illinois, or to such other person or at such other place as Seller may from time to time designate in writing, the purchase price and interest on the balance of the purchase price, remaining from time to time unpaid from the date of initial closing at the rate of TEN percent (10 %) per annum, all payable in the manner following to wit:

initials (a) Buyer has paid \$ ONE THOUSAND DOLLARS (\$1,000.00),

which shall be deducted from the total purchase price, and will pay further one thousand dollars (\$1,000.00) as earnest money to be applied on the purchase price. The earnest money shall be held by Seller for the mutual benefit of the parties concerned.

initials (b) At the time of the initial closing, the additional sum of \$ 4,000.00, plus or minus prorations, if any, as is hereinafter provided.

initials (c) The balance of the purchase price, to wit: \$ 110,000.00, to be paid in equal monthly installments of \$ 1,182.08 each, commencing on the 1st day of October, 1993, and on the 1st day of each month thereafter until the purchase price is paid in full ("Installment payments");

initials (d) The final payment of the purchase price and all accrued but unpaid interest and other charges as hereinabove provided, if not sooner paid shall be due on the 1st day of September, 1994.

initials (e) All payments received hereunder shall be applied in the following order of priority: first, to interest accrued and owing on the unpaid principal balance of the purchase price; second, to pay before delinquent all taxes and assessments which subsequent to the date of this Agreement may become a lien on the premises; third, and to pay insurance premiums falling due after the date of this Agreement; and fourth, to reduce said unpaid principal balance of the purchase price.

initials (f) Payments of principal and interest to Seller shall be received not in tenancy in common, but in joint tenancy with an eight-eighth share.

initials 4. CLOSINGS: The "initial closing" shall occur on September 1, 19 89, (or on the date, if any, to which said date is extended by reason of subparagraph 8(b)) at 130 S. Northwest Hwy, Palatine, Ill. "Final closing" shall occur if and when all covenants and conditions herein to be performed by Buyer have been so performed.

initials 5. POSSESSION: Possession shall be granted to Buyer at 12:01 A.M. on at closing, 19 94, provided that the full down payment minus net prorations due in favor of Buyer, if any, has been paid to Seller in cash or by cashier's or certified check on the initial closing date, and further provided that Buyer on such initial closing date is otherwise not in default hereunder.

initials 6. PRIOR MORTGAGES: (a) Seller reserves the right to keep or place a mortgage or trust deed ("prior mortgage") against the title to the premises with a balance including interest not to exceed the balance of the purchase price unpaid at any time under this Agreement, the lien of which prior mortgage shall, at all times, notwithstanding that this Agreement is recorded, be prior to the interest that Buyer may have in the premises, and Buyer expressly agrees upon demand to execute and acknowledge together with Seller any such mortgage or trust deed (but not the notes secured thereby). No mortgage or trust deed placed on said premises including any such prior mortgage shall in any way accelerate the time of payment provided for in this Agreement or provide for payment of any amount, either interest or principal, exceeding that provided for under this Agreement, or otherwise be in conflict with the terms and provisions of this Agreement, nor shall such mortgage or trust deed in any way restrict the right of prepayment, if any, given to Buyer under this Agreement.

initials (b) Seller shall from time to time, but not less frequently than once each year and at time Buyer has reason to believe a default may exist, exhibit to Buyer receipts for payments made to the holders of any indebtedness created by any such prior mortgage.

initials (c) In the event Seller shall fail to make any payment on the indebtedness secured by a prior mortgage or shall suffer or permit there to be any other breach or default in the terms of any indebtedness or prior mortgage, Buyer shall have the right, but not the obligation, to make such payments or cure such default and to offset the amount so paid or expended including all incidental costs, expenses and attorney's fees attendant thereto incurred by Buyer to protect Buyer's interests hereunder from the unpaid balance of the purchase price or from the minimum payments to be made under this Agreement.

initials 7. SURVEY: Prior to the initial closing, Seller shall deliver to Buyer or his agent a copy of the plat recorded by the 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.)

UNOFFICIAL COPY

(b) The beneficiary or beneficiaries of said person or persons with his 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 _____

none

and _____

Seller shall pay the brokerage commission of said broker(s) in accordance with a separate agreement between Seller and said broker(s) at the time of initial closing.

IN WITNESS OF, the parties hereto have hereunto set their hands and seals this

12th

day of

SELLER:

Carrie K Price

BUYER:

*El C. McCauley
Lisa McCauley*

This instrument prepared by

Edward G. Wells

132 S. Northwest Hwy. Palatine, Illinois 60067

**THIS AGREEMENT IS SUBJECT
TO RIDER A ATTACHED**

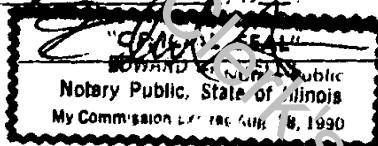
STATE OF ILLINOIS)

COUNTY OF COOK)^{ss}

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CAROLYN K. PRICE personally known to me to be the same person _____ whose name she 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 herein set forth.

Given under my hand and official seal, this 12th day of August, 1989.

Commission expires 8/18/90

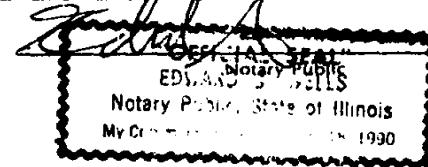


STATE OF ILLINOIS)
COUNTY OF COOK)^{ss}

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that EDWARD P. McCauley and LISA McCauley personally known to me to be the same person she whose name she subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that they 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 12th day of August, 1989.

Commission expires 8/18/90



STATE OF ILLINOIS)
COUNTY OF COOK)^{ss}

I, EDWARD P. McCauley, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____

Vice President of _____ 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

UNOFFICIAL COPY

17. TAXES AND CHARGES: It shall be the duty of the lessee, his heirs, executors, administrators and successors to pay immediately when due and payable and prior to the date when the same shall become due, all general and special taxes, special assessments, water charges, sewer service charges and other taxes, fees, fines, homewards association assessments and charges now or hereafter imposed or assessed or charged against the premises or fixtures or any improvement thereon, including those heretofore due and to furnish seller with the original or duplicate receipts.

USEAGE: If necessary, as herein indicated, may be applied to any article or product which is subject to discoloration by sunlight.

causally, the improvements now made have led to greater efficiency in the use of premises with a company, or companies, reasonably acceptable to Seller in covering not less than the balance of the purchase price (except that in the event of such improvements being applicable, with the balance of the purchase price held by Seller, he can at such time negotiate value) for the benefit of the parties hereto and the interests of any mortgagee of the property or any other party entitled thereto.

(a) Buyer shall have the time specified in paragraph 5 for possession, keep insured against loss or damage by fire or other

permitted to be removed from the premises, but until payment is made, none of such personal property or equipment shall be removed from the premises without the prior written consent of the Seller.

15. FIXTURES AND EQUIPMENT: At the time of delivery of possession of the premises to Buyer, Buyer shall receive possession of the fixtures and equipment provided in the purchase agreement as set forth in Exhibit "A" and upon delivery by Seller of title to the fixtures and equipment to Buyer in compliance with notice, then, such fixtures and equipment shall remain the property of Seller.

and in a clean, bright, and healthy condition, and buyer agrees to pay to seller to settle in making said premises and in place of such expenses and fees as may be necessary to make the premises in a clean, bright, and healthy condition within thirty (30) days after delivery of such premises to the buyer.

(C) Seller agrees to leave the premises in good clean condition. All reuse and repair of property not to be delivered to Buyer shall be removed from the premises at Seller's expense before the date of initial closing.

13. BUREAU TO MAINTAIN: Buyer shall keep the improvements on premises as they now are, ordinary wear and tear excepted. Buyer shall make all necessary repairs and renovations as may be required to maintain and care for the property in accordance with the terms of the lease.

CLINICAL DATA THAT THE CONDITION OF THE ABOVE EQUIPMENT IS SATISFACTORY TO THE BUYER AND THE CON-
DITION OF ANY DEFECTIVENESS FROM THE PURCHASED EQUIPMENT IS THE DUTY OF THE SELLER.

Division of Mechanical Engineering, **Design and Coding** equipment, **Water Heaters** and **Solvent tanks**, **Plastic Plumbing**, and **Electrical systems**.
Kitchen Equipment, **Refrigerators** and **Microwave ovens**, **Stainless Steel** and **Aluminum** **Bulk** **Items**. Upon **receipt** of written notice at the time of **possession**, **seller** shall **deliver** to the **Buyer** his **representative** the **solid** **used** **equipment**, and upon **receipt** of written notice at the time of **deliberate** **non-compliance** and **failure** to correct the **deficiencies**, **in** **the** **absence** **of** **W.R.T.**

13. (a) Seller's express warranty is limited to the period of one year from the date of delivery, or the date of installation of this equipment, whichever is earlier.

provisions of an escrow trust covering artifices of a mutual trust established consistent with the terms of this Agreement. Upon creation of such an escrow, and until its termination in this Agreement, including an escrow or escrow under a title insurance company, shall be paid by the parties to escrow fees and expenses.

B purchase price from the initial closing date until the date of the first mandatory payment shall be a proportion credits in favor of the seller.

the bylaws, rules and regulations, as of any applicable association.

(d) The buyer shall comply with any conditions, representations or declarations of record with respect to the premises as may be contained in any conveyance, affidavit, or other documents required by the declaration of buyers, either as a provision of ownership.

(a) In the event of a termination subject to a long-wind-up, a nondominium of other homewards, a non-adjourn, before shall, prior to the in such other circumstances as are summarily of required by the issuer of the ALTA Loan and Standard Coverage, and subsequently is held in trust, the Allocations of said interests shall execute in the manner provided by the instrument or agreement of the parties, and such other circumstances as are summarily of required by the issuer of the ALTA Loan and Standard Coverage.

9. **AFFIDAVIT OF TITLE:** Seller shall furnish Buyer all of prior to the initial closing and, again, prior to final closing with an affidavit of title.

(e) Buyer, retaining possession of the premises until payment is made in full, may repossess the same if the seller fails to pay the taxes or other charges as provided for in the initial clause.

(c) Every title claimant must provide clear and convincing evidence of good title thereto in showing, as far as matters involved by the policy, subject only to special exceptions otherwise stated.

(d) If a special Tax Search, Lien Search, Judgment Search or the like committment disclosure judgments affecting may become final, the seller may declare this Agreement null and void and all earnest money shall be forfeited by the buyer.

to such exceptions, within the specified time, the buyer may determine the central portion between the partners, or may elect, upon notice to the seller, to rescind the agreement, and to return the deposit, less the amount paid by the buyer hereunder, if the buyer has not yet been delivered to the buyer.

(b) If the seller has not delivered, or if the buyer has not accepted, the goods, the seller may, through or under the buyer's agent, claim delivery of the goods from the buyer.

(3) At least one (1) business day prior to the closing date, Seller shall furnish a copy of the Purchase Agreement (and any addendum thereto) to Buyer for review.

UNOFFICIAL COPY

RIDER A

ATTACHED TO ARTICLES OF AGREEMENT FOR DEED FOR PROPERTY LOCATED AT:
813 S. Grove Ave. Barrington, Illinois.

38. PARAGRAPH 3 his hereby amended as follows: In addition to the initial down payment of \$5,000.00, buyer shall remit to seller the additional sums designated as pre-payment of principal as follows:

On January 15, 1990 the additional sum of \$5,000.00.

On September 1, 1990 the additional sum of \$5,000.00.

No other pre-payment of principal shall be allowed unless the seller approves of same in writing. The contract payments will be re-organized after each of the above payments.

39. It is specifically understood that the improvements located on the subject property are accepted by the buyers in their present condition ("as-is"). The buyers acknowledge that they have made a full inspection of the subject premises and that the seller has made no representations or warranties as to the condition of the premises.

40. Buyers covenant and agree that they will within one year after the date of initial closing, cause the roof, fascia and soffit of the dwelling located on the subject property to be replaced with an approved roof which roof will be guaranteed for at least 5 years. In the event that the existing roof is in need of replacement before one year from the date of initial closing, buyers shall cause the replacement of the roof at that time in conformity with the above. Buyers shall also be responsible for the repair of any damages that may result by reason of leaking of the existing roof.

Carolyn K Price

SELLER

El Muly 55420097
John McCawley

BUYERS

41. The principal balance of this agreement may be prepaid in full at any time between the 48th and 60th payment, without penalty chargeable to the buyers.

Aug 27th

El Emb
Lisa McCauley

Miss M'Cauley

BAK-31 READING 65.06
TANDEM TIRE 205/65R15 12.00LBS
• 1200 • 2 - 50-42067
CDR COUNTY RECORDER

-89-420697

UNOFFICIAL COPY

Property of Cook County Clerk's Office