

THIS PROPERTY IS BEING SOLD "AS IS" AND WITHOUT WARRANTIES.

# UNOFFICIAL COPY 89611717

This form has been approved by the Real Estate Law Committee of the DuPage County Association of Realtors.

## ARTICLES OF AGREEMENT FOR DEED

SS#

1. BUYER: DWIGHT DU VAL WILSON

344-60-2165 Address 7654 S. Drexel

Chicago, IL 60619-Cook County, State of Illinois agrees to purchase and sell to WILLIAM J.

POPP Address 16706 S. Oketo, Tinley Park, 60477  
Cook County, State of Illinois agrees to sell to Buyer at the PURCHASE PRICE of Twenty-Five Thousand and no/100 Dollars \$25,000.00\*\*\*\*\* the PROPERTY commonly known as 2650 South Drexel

Chicago, Illinois and legally described as follows P.I.N. 20-26-309-034, vol. 265  
LOT Twenty-Five (25) in Block Fifty-Three (53) in Cornell, being a  
Subdivision in the West Half (1/2) of Section 26 and the South East  
Quarter (1/4) of Section 26 and part of Section 35, TOWNSHIP 38 North,  
Range 14 East of the Third Principal Meridian in Cook County, Illinois.\*\*

hereinafter referred to as "the premises".

with approximate lot dimensions of 25' x 125'. 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, carpeting, built-in kitchen appliances, equipment and  
cabinets, window and screen and doors and doors, attached shutters, shrubbery and  
planted vegetation.

15 00

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 hereinabove 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 to the following: permitted exceptions: (a) General real estate taxes not yet due and  
payable, (b) Special assessments催付済未納済の賦課税, (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, leaders, waters and  
drain tile, pipe or other conduit, (g) If the property is other than a detached, single-family home, parts walls, parts wall rights and agree-  
ments, 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, all applicable installments of assessments  
due after the time of possession and easements established 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 16706 S. Oketo, Tinley Park,  
Illinois 60477 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 \* \* \* \* SIX \* \* \* \* percent (6%) per annum, all payable in the manner following to wit:

(a) Buyer has paid \$-----  
Indicate the amount of money paid by Buyer to Seller as earnest  
money to be applied on the purchase price if payment is to be made  
for the mutual benefit of the parties concerned.

(b) At the time of the initial closing, the additional sum of \$5,000.00 plus or minus prorations if any as hereinabove provided.

(c) The balance of the purchase price, to wit \$20,000.00\*\*\*\*\* to be paid in equal  
monthly installments of \$86.66 plus 1/12th taxes and insurance;  
1st day of February 1990 and on the 1st day of each month thereafter until the purchase price is paid in full  
("Installment payments").

(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 January 1995.

(e) All payments received hereunder shall be applied in the following order of priority: first, to interest accrued and owing on the un-  
paid principal balance of the purchase price, second, to pay before delinquent all taxes and assessments which may accrue 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;

(f) Payments of principal and interest to Seller shall be received not in tenancy in common, but in joint tenancy with the right of survivorship.

4. CLOSINGS: The "initial closing" shall occur on December 19, 1989, or on the date, if any, to which said date is  
extended by reason of subparagraph 8(b) of Chicago Title Co., (P.V.A. PARK). "Final closing" shall occur  
if and when all covenants and conditions herein to be performed by Buyer have been so performed.

5. POSSESSION: Possession shall be granted to Buyer at 1%0% X 80% closing XXX 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.

### 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 or 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.

(b) Seller shall from time to time, but not less frequently than once each year and annually Buyer has reason to believe a default may exist,  
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 accrued 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 other 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 copy of the premises contained in the instrument  
described in the survey and showing all improvements existing at the contract date and all easements and covenants affecting the  
same. The survey shall be made by a registered surveyor and shall be recorded in the office of the Register of Deeds  
of DuPage County, Illinois.

7-1555-72-72  
C.R.C. (1)

BOX 333 - TH  
MAIL TIME  
MAIL TIME  
MAIL TIME

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11/604/2  
ZAPUS  
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S.

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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 25 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 December 19, 1989; otherwise at the Buyer's option this Agreement shall become null and void and 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 \_\_\_\_\_ and \_\_\_\_\_.

Seller shall pay the broker, if 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

19 day of

December 19, 1989,

SELLER:

William G. Coffey

BUTER:

Dwight Paul Tolosa

This instrument prepared by

Sue Coffey Zevosky, I.D.  
D.B.A. P.T.C. Debut, Inc., 60462

STATE OF ILLINOIS)

COUNTY OF COOK 1989

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dwight  
Tolosa 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 same as a free and voluntary act, for the uses and purposes herein set forth.

OFFICIAL SEAL

NANCY AND DEMARCO and official seal, this 17 day of December, 1989.

Notary Public, State of Illinois

My Commission Expires 11/8/93

Commission expires December 9, 1993

STATE OF ILLINOIS)

COUNTY OF COOK 1989

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

OFFICIAL SEAL

NANCY AND DEMARCO and official seal, this 17 day of December, 1989.

Notary Public, State of Illinois

My Commission Expires 11/8/93

Commission expires December 7, 1993

STATE OF ILLINOIS)

COUNTY OF COOK 1989 COUNTY, ILLINOIS

I, 22-358, a Notary Public in and for said County, in the State aforesaid do hereby certify that 89611717

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 at 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

11/11/89

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to other each becoming the best and most advanced in their respective fields. Each of them determined to make their mark in the world.

**12 TAKES AND CHARGES:** It shall be the duty of the collector to receive payment of taxes and special rates, and of assessments levied to pay premiums on water due and payable and prior to the date when the same become due.

(b) In case of loss of goods or damage to such imports/exports, whether before or after possession by forwarder, any insurance proceeds shall be used (i) in the event the insurance proceeds are insufficient to cover the actual damage suffered; (ii) in the event the insurance proceeds exceed the amount of damage suffered; (iii) in the event the insurance proceeds exceed the amount of damage suffered and the forwarder has recovered the same from the consignee, the insurance company shall be entitled to recover the amount so recovered from the forwarder.

**15. FILTERS AND EQUIPMENT:** A safe place in which to store the equipment used for the preparation of the Bacteriostatic Water shall be provided. The equipment used for the preparation of the Bacteriostatic Water shall be cleaned and disinfected before each use.

**11. BUDGET TO MATERIALS:** Budget this, except the materials used on permanent and the tools used on good repair and condensation of structures, equipment, fixtures, and supplies used in the work of the team.

Proposed changes will be submitted to the appropriate state agency for review and comment before being adopted.

THIS CERTIFICATE IS BEING SOLD AS IS, WITH NO WARRANTIES.

Such claims provide no relief from the initial damages after the date of the first sale. Such claims do not affect the right of the plaintiff to sue for damages under the patent laws.

11. PROGRESSIONS: Introduce the term progression. Define a geometric progression as a sequence of numbers such that the ratio between consecutive terms is constant. Define an arithmetic progression as a sequence of numbers such that the difference between consecutive terms is constant.

10 HOMOMORPHIC SPECTRUM THERE IS NO HOMOGENEITY ASSOCIATION

## 9. HISTORY OF THE STATE

provided by a government agency; these become an expectation of direct or indirect public participation from the public in a particular decision or action. The public has a right to know about the decision or action and to have a say in it.

...and the other two were to be used as a base for the construction of the bridge. The bridge was to be built across the river, and the two banks were to be connected by a bridge. The bridge was to be built across the river, and the two banks were to be connected by a bridge. The bridge was to be built across the river, and the two banks were to be connected by a bridge.

On 11 July 1944, the 1st Battalion, 10th Cavalry, was ordered to move to the area of the Salween River, where it would be used to support the 10th Armored Division in its drive to capture the town of Myitkyina. The 10th Cavalry had been assigned to the 10th Armored Division in April 1944, and had been used to support the division's drive to capture the town of Myitkyina. The 10th Cavalry had been assigned to the 10th Armored Division in April 1944, and had been used to support the division's drive to capture the town of Myitkyina.

3. All new and existing customers who place an order for the first time will receive a 10% discount off their first purchase.

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13. In the event that all the terms of this agreement are breached by either party, the aggrieved party may give notice in writing to the other party specifying the breach and giving a period of 30 days for the other party to cure the breach. If the breach is not cured within the specified period, the aggrieved party may terminate the agreement.

any local ordinariness with regard to the transfer of title to buyers unless otherwise provided in the local ordinance.

By my signature below, I declare that I have read and understood the terms and conditions of this Agreement, and that I accept them.

2. ASSIGNEE: The Buyer shall not transfer, pledge or assign his/her interest in this Agreement, or any interest in the property described herein, to any other person without the written consent of the Seller.

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 before the date of initial closing.

18.2. **SERVICES & RECEIPTS:** Seller may make or cause to make reasonable efforts to collect amounts due under contracts for services or receipts, including amounts due under contracts for services or receipts which have been terminated by Seller.

18.3. **BUYER'S NOTICE:** Seller may make or cause to make reasonable efforts to collect amounts due under contracts for services or receipts, including amounts due under contracts for services or receipts which have been terminated by Seller.

18.4. **CALCULATION OF INTEREST:** Interest for each month shall be added to the unpaid balance due as of the first day of each month in the last month of the period of non-payment of the annual interest rate and shall be calculated from the unpaid balance due as of the last day of the preceding month to the last month of the period of non-payment.

10.1007/s00162-014-0478-0

**2.2 ABANDONMENT:** If fifteen days' physical absence by Seller with due notice determines bearing up to or removal of the substantial portion of the services provided to Buyer, or if Seller fails to make payment to Buyer under this Agreement, Buyer shall be entitled to cancel this Agreement and demand to have Seller return to Seller without ad-

permits some work shall be deemed made when marked or entered  
prior to receipt, to the person addressed to sell at the address shown in paragraph 1 of the carriage or the address of the  
carrier upon the outer part of his bill of lading or otherwise marked.

**NOTICES:** All notices required to be given under this Agreement shall be given in writing and delivered by or on behalf of each party to the other at the address set forth above, or to such other address as may be designated by either party in writing.

RECEIPT OF AN ASSET OR SERVICE BY THE GOVERNMENT FROM A PRIVATE PERSON, COMPANY OR OTHER ENTITY, CONSISTING OF A DEDUCTIBLE GIFT, A REIMBURSEMENT FOR A DEDUCTIBLE EXPENSE OR THE EQUIVALENT OF A DEDUCTIBLE EXPENSE.

(a) **Supervision of Seller**: shall pay all reasonable attorney's fees, and costs incurred by the buyer in enforcing the terms and provisions of this Agreement, including recovery of specific performance or damages for breach of any provision of this Agreement.

(b) **Supervision of Buyer**: shall pay all reasonable attorney's fees, and costs incurred by the seller in defending any proceeding to which buyer is made a party to any

**22 DEFECTIVE CHAMPS** WHICH CAUSES OF OUTGASING PRODUCTS OF SIBS-1A WHICH THIS AGREEMENT.

purchase price and received payment when options are exercised or otherwise delivered, unless otherwise determined.

the same date the same place. The case charge of \$25.00 per month is to be (cont'd) remitted and the Agreements shall now be terminated and

(c) If general or partial upon the failure to pay taxes, assessments, insurance, or items, either may elect to make such payments and add one month to the principal balance due when the failure continues; shall become immediate due and payable by Seller to Seller.

Griffithson et al. / The Impact of the Health Sector on Health Care Costs 103

D. An additional fee will be charged for detailed delivery services to deliver all unpaid rents and all renewals which accrue thereafter, and in addition to service to acquire possession under the Forceful Entry and Detainer Act.

Marshall's original intent was to have the entire building demolished in 1911, but the city of St. Paul, Minnesota, refused to issue a demolition permit.

3. If a Buyer fails to pay the deposit or any balance due and owing under the terms of the Agreement, the Seller may cancel the Agreement and retain the deposit as liquidated damages.

MESSAGE IN A CAN

The proprietor which shall or may be subject to the rights of the seller  
(b) Each and every contractor for repairs or improvements alterations or any part thereof, shall contain an express, full and complete waiver and will bear costs of claim or claim of loss arising from the update, removal, and no contract of agreement, oral or written shall be executed by the buyer or repays or improvements upon the premises, except in the same shall contain such express waiver or  
cancellation upon the part of the buyer, and each and every such contractor shall be compelled to sell.

13. Bufer shall not suffer or permit any mechanic's lien, judgment lien or other lien of any nature whatsoever to attach to or be against

16. Seller, without liability or obligation on Seller's part to account to the Buyer, therefore or for any part thereof,

(D) In the event of the termination or cancellation of this Agreement by either party to it, all improvements made to or otherwise altered or added to the premises shall become the property of the party which terminated the agreement.

**19. SUPER'S INTEREST:** (2) 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, or herein provided, shall be delivered to the Buyer.

Agreement Upon payment in full of all sums due hereunder, Seller shall promptly refund to Buyer any funds so held by Seller.

to sell it at a discount unless necessary, to make up the difference which is often of days; from the date notice is received by seller to buyer requesting delivery.

wherever this has been done, it will be necessary to pay the school charges as before, provided that the child now be entitled to the benefit of the scholarship.

The seller is hereby authorized and directed to use the funds for the payment of the account mentioned above, notwithstanding any terms and conditions, restrictions, agreements or understandings between the seller and the buyer, and the seller shall be entitled to use the funds for any purpose which may be specified by the seller.