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This form has been approved by the Real Estate Law Committee of the Suffolk County Bar Association as to its legal effect.

ARTICLE OF AGREEMENT FOR DEED

P

I, BUYER, JOSEPH NOVAK and CHRISTINE NOVAK, Address 6351 W. Birmingham, Apt. 1-N,
Chicago Ridge, Cook County, State of Illinois, agree to purchase and SELLER, WILLIAM A.
POLLAK and DEANNA POLLAK, Address 7820 W. 73rd, Bridgeview,
Cook County, State of Illinois, agree to sell Buyer at the PURCHASE PRICE of SIXTY-THREE THOUSAND
and no/100 Dollars \$ 63,000.00, the PROPERTY located at 7820 West 73rd. (DP)
Bridgeview, Illinois and legally described as follows: East one-half of Lot 38 (excepting the
North one-half thereof taken by condemnation proceedings Case No. 79 L 3238) in
Robert's Road Addition to Argo, being a subdivision of the Northwest one-quarter
of Section 25, Township 38, Range 12, East of the Third Principal Meridian, in
Cook County, Illinois.

(hereinafter referred to as "the premises")

with approximate lot dimensions of 65 x 150, together with all improvements and fixtures, if any, including, but not limited to, All central heating, plumbing, plan, electrical system and equipment, the hot water heater, central cooling, humidifying and filtering equipment, hand washing, built-in kitchen appliances, equipment and cabinets, water softener (except rental units), existing storm and screen windows and doors, weatherstripping, sheathing, shingle, cedar roof or attic T.V. antenna, all planted vegetation, garage door openers and carports, etc., etc., all fixtures, equipment, personal belongings,

range/oven, kitchen refrigerator, dishwasher, washer and dryer, automatic garage door opener with two transmitters, all window treatments and all existing carpeting, and the ceiling fans.

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 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, both covenants required to be made and performed by said Buyer, at the time and in the manner hereinabove set forth, he or she, the Seller, shall give the conveyance, Buyer in joint tenancy, or his nominee, by a recordable, stamped general warranty deed with respect to all mineral rights, good title to the premises subject only to the following: permitted uses, zoning, easements, restrictions, assessments payable, b. Special assessments confirmed after this contract date, c. Building, building site, fixtures, equipment, reservations, restrictions and covenants of record, d) Zoning laws and ordinances, e) Easements for public utilities, f) The right of other breeders, lateral and drain tile, pipe or other conduit, g) Title to property heretofore held in joint tenancy by the Seller and his wife, h) Water rights, i) Mineral rights, j) Condominium and condominium units, k) Leases, l) Leases and all amendments thereto, m) easements as blithely or otherwise recorded on the premises, n) The state and local laws, statutes and conditions imposed by the State of Colorado, o) Property taxes due after the time of possession and assessments established pursuant to the declaration of condition.

b. The performance of all the covenants and conditions herein to be performed by Seller 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 2011 Willow Wood Court, Mansfield, Ohio 44906, or to such other person or persons as may be designated by Seller, the sum of \$10,000.00, plus interest at the purchase price and interest on the balance of the purchase price, commencing on the date of sale and continuing at the rate of 10% per annum, until paid in full, in monthly installments, the first payment being due from the date of sale, following the

(a) Buyer has paid \$ 1,000.00 (ONE THOUSAND DOLLARS).
Indicate check, and or not a down payment will be made as earnest
money to be applied on the purchase price. The earnest money shall be held by Font and Country Real Estate
for the mutual benefit of the parties concerned.

(c) At the time of the unit closing—the additional amount of
the balance of the purchase price, to wit \$62,000.00 to be paid in equal
monthly installments of \$544.09 (S.D.) each, commencing on the
1st day of June 89 and on the 1st day of each month thereafter until paid in full
(SEE RIDER ATTACHED)

(d) The final payment of the purchase price and all accrued but unpaid interest and other charges of the mortgage and notes sooner paid shall be due on the 1st day of January, 1990.

*Buyer may prepay the Second
and Third Principal and interest to Seller shall be received by Seller as of the date of such
prepayment.*

4. CLOSINGS: The "initial closing" shall occur on January 31, 2019, or on the date it may to which said date is extended by reason of subparagraph 8(b) as Seller's attorney's office, if and when all covenants and conditions herein to be performed by Buyer have been so performed. Final closing shall occur

S. POSSESSION: Possession shall be granted to Buyer at 12:01 A.M. on January 31, 1989, 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 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:

10. Seller reserves the right to keep or place a mortgage or trust deed upon the property at the premises, with the balance including interest not to exceed the balance of the purchase price unpaid at any time under this Agreement, so long as such prior mortgage shall at all times notwithstanding that this Agreement is recorded be placed on the property by Buyer. Seller can place the premises and Buyer expressly agrees upon demand to execute and acknowledge together with Seller any such mortgage or trust deed, but not the liens 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 stated 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 at the Buyer's reasonable request, 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 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 installment payments to be made under this Agreement.

7. SURVEY: Prior to the initial closing, Seller shall deliver to Buyer or his agent a plotted survey of the premises, certified by a licensed surveyor, having all corners staked and showing all improvements existing as of this contract date and all easements and boundary 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).

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(b) The beneficiary or beneficiaries 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 29 with Buyer paying all trustee and recording costs resulting therefrom.

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 confirming 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 be binding upon the heirs, 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 to effect 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 January 31, 1987; 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 TOWN AND COUNTRY REAL ESTATE.

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

January 30, 1987

BUYER:

William J. Pfeiffer
Deurnna S. Pfeiffer

This instrument prepared by

CHAMBERS LEGAL SERVICE PLM
100 TOWER SUITE 215, BURR RIDGE, IL 60521
333-9220

STATE OF ILLINOIS

COUNTY OF Burr Ridge

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that P. H. J. Pfeiffer, personally known to me to be the same person whose name is P. H. J. Pfeiffer, subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he 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 30th day of January 1987.

Maurice J. Pfeiffer
Notary Public

Commission expires May 4, 1985

STATE OF ILLINOIS

COUNTY OF Burr Ridge

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that J. P. Pfeiffer, personally known to me to be the same person whose name is J. P. Pfeiffer, subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he 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 30th day of January 1987.

Maurice J. Pfeiffer
Notary Public

Commission expires _____

STATE OF ILLINOIS

COUNTY OF Burr Ridge

I, Diane E. Pfeiffer, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Joseph Pfeiffer & Co., Inc., President and Secretary, respectively, who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such,

and 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 3rd day of April 1987.

Diane E. Pfeiffer
Notary Public

Commission expires _____

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8. TITLE:

(a) At least one (1) business day prior to the initial closing, Seller shall furnish to Buyer a copy of the title commitment issued to Seller at Seller's expense and Seller's Duplicate Certificate of Title issued by the Registrar of Titles and a Special Tax and Lien Search or a commitment issued by a title insurance company licensed to do business in Illinois, to issue a certificate to Buyer, in title insurance policy, on the current form of American Land Title Association Owner's Policy for equivalent policies, of the amount of the purchase price covering the date hereof, subject only to: (1) the general exceptions contained in the policy, unless the real estate is improved with a single family dwelling or an apartment building of four or fewer residential units; (2) the "permitted exceptions" set forth in paragraph 8; (3) non-mortgagee permitted in paragraph 6; (4) other title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount; (4) the Buyer may cancel the title commitment if the Seller fails to pay the amount due thereon; (5) acts done or suffered by or judgments against the Buyer, or those claiming by, through or under the Buyer.

(b) If the title commitment discloses unpermitted exceptions, the Seller shall have thirty (30) days from the date of delivery thereof to have the said exceptions waived, or to have the title insurer commit to insure except for damage that may be caused by such exceptions and the initial closing shall be delayed, if necessary, during said 30 days or that it may be deemed necessary to have said exceptions waived. If the Seller fails to have unpermitted exceptions waived, or in the alternative, to obtain a commitment for title insurance specified above as to such exceptions, within the specified time, the Buyer may terminate the contract between the parties, or may elect, upon notice to the Seller within ten (10) days after the expiration of the thirty (30) day period, to take the title exception(s) with the right to deduct from the purchase price, less or encumbrances of a definite or ascertainable amount. If the Buyer does not elect, the contract between the parties shall become null and void, without further action of the parties, and all money paid by Buyer hereunder shall be refunded.

(c) Even if the commitment which conforms with subparagraph (b) above, is otherwise free of good title therein shown, as to all matters insured by the policy, subject only to special exceptions thereto, stated:

(d) If a Special Tax Search, Lien Search, a Judgment Search or the title commitment discloses judgments against the Buyer which are non-mens, the Seller may declare this Agreement null and void and all earnest money shall be forfeited by the Buyer.

(e) Buyer's taking possession of the premises shall be conclusive evidence that Buyer is in respect to accept and is satisfied with the physical condition of the premises, all matters shown on the survey and the title documents, the permanent encumbrances on or before the initial closing. Seller shall upon said delivery of possession have no further liability with respect to the title or the terms of purchase, save and except that Seller shall remove any exception or defect not permitted under paragraph 8, as resulting from any damage suffered by, or judgments against the Seller between the initial closing and the final closing.

9. AFFIDAVIT ON TITLE: Seller shall furnish Buyer at or prior to the initial closing and again at or prior to the final closing with an Affidavit of Title covering said date, subject only to those permitted exceptions set forth in paragraph 8, prior to which date Seller shall be entitled to a period of time to permit the title insurer to extend insurance of the property. Said affidavit shall be signed by the Seller and the beneficiaries or beneficiaries of said Trust. All parties shall execute an ACPA Grant and Estate and Livestock Owner's Policy statement and such other documents as are customary or required by the issuer of the commitment for title insurance.

10. HOMEOWNERS ASSOCIATION:

(a) In the event the premises are subject to a homeowner's condominium unit, different from the unit in which the Seller resides, Seller shall be required to furnish Buyer a statement from the Board of Managers, treasurer or managing agent of the association, concerning assessments and, if applicable, the calendar of termination of any existing or future assessments prior to the date of the final closing or issuance together with any other documents required by the declaration of individual units, bylaws, rules and regulations of the association.

(b) The Buyer shall comply with any covenants, conditions, restrictions or regulations of the association, bylaws, rules and regulations as the same exist, rules and regulations of any applicable association.

11. PRORATIONS: Insurance premiums, general taxes, assessment assessments and, if any, water charges, rent to date of initial closing, water and other utilities shall be adjusted ratably as of the date of initial closing. Real estate taxes for the year of possession shall be prorated as of the date of initial closing subject to reparation upon receipt of the annual tax bill. Further, interest on the unpaid principal amount of the purchase price from the initial closing date until the date of the first installment payment shall be a proportionate credit to the Seller.

12. ESCROW CLOSING: At the election of Seller or Buyer, upon notice to the other party not less than five (5) days prior to the date of either the initial or final closing, the transaction of the sale of the property herein described shall be made by the Seller, his attorney, bank or other institution or an attorney licensed to do business in Illinois, in accordance with the general provisions of an escrow trust covering articles of agreement for sale, subject to the terms and conditions of this Agreement. In the event of an escrow, nothing in this Agreement to the contrary notwithstanding, the title to the property shall be held in escrow, until the title to the property is transferred to the Buyer. The cost of the escrow, including title and escrow fees, underwriting, shall be paid by the party requesting it.

13. SELLER'S REPRESENTATIONS:

(a) Seller represents warrants to Buyer that no notice from any city, town or other governmental authority for a zoning code violation which resulted in the closing of the title to the premises will be given to the Buyer or any other party, and that no such notice has been received by the Seller, his principal or his agent within ten (10) years of the date of execution of this Agreement.

(b) Seller represents that all equipment and appliances to be delivered to Buyer, but not limited to the following, are in operating condition: all mechanical equipment, heating and cooling equipment, water heater, and fixtures, kitchen plumbing and electrical systems, kitchen equipment remaining with the premises and any miscellaneous mechanical personal property to be transferred to the Buyer upon the Buyer's request prior to the time of possession. Seller shall demonstrate to the buyer or his representative all said equipment and upon receipt of written notice of deficiency shall promptly make the same available to the buyer. IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE BUYER PRIOR TO THE DATE SPECIFIED FOR FINAL CLOSING, IT SHALL BE CONSIDERED THAT THE CONDITIONS OF THE ABOVE EQUIPMENT IS SATISFACTORY TO THE BUYER AND THE SELLER SHALL HAVE NO FURTHER RESPONSIBILITY WITH REFERENCE THERETO.

(c) Seller agrees to leave the premises in broom clean condition. All real and personal property to be delivered to Buyer shall be removed from the premises at Seller's expense before the date of initial closing.

14. BUYER TO MAINTAIN: Buyer shall keep the improvements on premises and the grounds in as good repair and condition as they now are, ordinary wear and tear excepted. Buyer shall make all necessary repairs and renewals upon said premises including by way of example and not of limitation, interior and exterior painting and decorating, windows, glass, doors, exterior and interior trim, roofing equipment, plumbing and electrical systems and fixtures, roof, masonry, including chimneys and fireplaces, etc. However, the said premises shall not be required to be kept in good repair, and in a clean, lighted, and healthy condition by Buyer, Seller may either assign her name, himself, or to their agents, servants, or employees, without such entering causing or committing a termination of this Agreement, or an interference with Buyer's possession of the premises, and make the necessary repairs and do all the work required to place said premises in good repair and in a clean, lighted, and healthy condition, and Buyer agrees to pay to Seller, as a much additional purchase price for the premises, the expenses of the Seller in making said repairs and in placing the premises in a clean, lighted, and healthy condition, or to allow the Buyer to make such repairs and to place said premises in a clean, lighted, and healthy condition within thirty (30) days of such notice, except as hereinafter provided in paragraph 21, and, upon default by Buyer in complying with said notice, then Seller may avail himself of such remedies as Seller may elect, if any, from those that are by this Agreement or at law or equity provided.

15. FIXTURES AND EQUIPMENT: At the time of delivery of possession of the premises to Buyer, Buyer shall receive possession of the personal property to be sold to Buyer pursuant to the terms of this Agreement as well as of the fixtures and equipment permanently attached to the improvements on the premises, but until payment in full of the purchase price is made, none of such personal property, fixtures or equipment shall be removed from the premises without the prior written consent of the Seller.

16. INSURANCE:

(a) Buyer shall from and after the time specified in paragraph 5 for possession keep insured against loss or damage by fire or other casualty, the improvements now and hereafter erected on premises with a company of insurance reasonably acceptable to Seller in accordance with Insurance Service Bureau Homeowners Form 3-1973, and other flood insurance where applicable, with coverage not less than the balance of the purchase price hereof, except that if the full insurable value of such improvements is less than the balance of purchase price, then at such full insurable values for the benefit of the parties hereto and the interests of any mortgagee or trustee, if any, as their interests may appear; such policy or policies shall be held by Seller, and Buyer shall pay the premiums thereon when due.

(b) In case of loss of or damage to such improvements, whether before or after possession is given hereunder, any insurance proceeds to which either or both of the parties hereto shall be entitled on account thereof shall be used in the event the insurance proceeds are sufficient to fully reconstruct or restore such improvements, to pay for the restoration or reconstruction of such damaged or lost improvement, or but in the event the insurance proceeds are not sufficient to fully reconstruct or restore such improvements, then the proceeds of insurance shall be applied to the unpaid balance of purchase price.

17. TAXES AND CHARGES: It shall be the Buyer's obligation to pay immediately when due and payable and prior to the date when the same shall become delinquent all general and special taxes, special assessments, water charges, sewer service charges and other taxes, fees, liens, homeowner association assessments and charges now or hereafter levied or asserted or charged against the premises or any part thereof or any improvements thereon, including those heretofore due and to furnish Seller with the original or duplicate receipts therefor.

18. FUNDS FOR TAXES AND CHARGES: In addition to the agreed installments, if any, provided in paragraph 11, Buyer shall deposit with the Seller on the day each installment payment is due, or if none are provided for on the first day of each month subsequent to the date of initial closing, until the purchase price is paid in full, a sum therein referred to as "funds," equal to one month or the yearly taxes, assessments which may become a lien on the premises, and the estimated annual premiums for the insurance coverages required to be kept and maintained by Buyer, all as reasonably estimated to provide sufficient sums for the full payment of such charges one month prior to their each becoming due and payable. Failure to make the deposits required hereunder shall constitute a breach of this Agreement.

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The funds shall be held by Seller in an escrow account which are held or guaranteed by a Federal or State agency. Seller is hereby authorized and directed to use the funds for the payment of the aforementioned taxes, assessments, rents and premiums. Seller shall, upon the request of the Buyer, give the Buyer an annual accounting of all such funds deposited and disbursed including evidence of paid receipts for the amounts so disbursed. The funds are hereby pledged as additional security to the Seller for the periodic payments and the unpaid balance of the purchase price.

If the amount of the funds together with the future periodic deposits of such funds payable prior to the due date of the aforementioned charges shall exceed the amount reasonably estimated as being required to pay said charges one month prior to the time at which they fall due such excess shall be applied first to cure any breach in the performance of the Buyer's covenants or agreements hereunder, of which Seller has given written notice to Buyer and second, as a cash refund to Buyer or a credit toward Buyer's future obligations hereunder. If the amount of the funds held by Seller shall not be sufficient to pay all such charges as herein provided, Buyer shall pay to Seller an amount necessary to make up the deficiency within 30 days from the date notice is made by Seller to Buyer requesting payment thereof.

Seller may not charge for so holding and applying the funds, analyzing said account, or verifying and computing said assessments and bills, nor shall Buyer be entitled to interest or earnings on the funds, unless otherwise agreed in writing at the time of execution of this Agreement. Upon payment in full of all sums due hereunder, Seller shall promptly refund to Buyer all funds so held by Seller.

19. BUYER'S INTEREST:

a. 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, as herein provided, shall be delivered to the Buyer.

b. In the event of the termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, whether installed or constructed on or about said premises by the Buyer or others shall belong to Seller, the property of the Seller without liability or obligation on Seller's part to account to the Buyer therefor or for any part thereof.

20. LIENS:

a. Buyer shall not suffer or permit any mechanics' lien, judgment lien or other lien of any nature whatsoever to attach to or be laid on the property which shall or may be superior to the rights of the Seller.

b. Each and every contract for repair or improvement on the premises aforesaid, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim of lien against the subject premises, and no contract or agreement, oral or written, shall be executed by the Buyer for repairs or improvements upon the premises, except if the same shall contain such express waiver or release of lien upon the part of the party contracting, and a copy of each and every such contract shall be promptly delivered to Seller.

21. PERFORMANCE:

a. If Buyer fails to pay when due any unpaid installments or payments required to be made to Seller under the terms of this Agreement and such default is not cured within 10 days after written notice to Buyer, or if default in the performance of any other covenant or agreement herein and such default is not cured by Buyer within 10 days after written notice to Buyer, unless the default involves a danger to health or which would be illegal or unlawful, Seller may, in addition to any other remedies available under this Agreement and Seller shall have any one or more of the following remedies, in addition to all other rights and remedies previously granted to Seller, to sustain an action for any unpaid installments, to declare the entire balance due and payable in full, for such amounts, together with the Buyer's interest under this Agreement, and retain all sums paid as liquidated damages, in full satisfaction of any claim against Buyer, and upon Buyer's failure to surrender possession, may sue at law in the event of non-delivery under the Franchise Business Dispute Act, but subject the rights of Buyer to reinstate as provided in that Act.

b. As additional security in the event of a default by Buyer against Seller, unpaid rents and amounts which accrue thereafter, an injunction to the remedies provided above and in conjunction with any one or more of them, Seller may collect any rent due and owing and foreclose the appointment of receiver.

c. If default is based upon the failure to pay taxes, assessments, insurance, etc., Seller may elect to make such payments and add the amount to the principal balance due, which amount shall become unpaid and payable by Buyer to Seller.

d. Seller may impose and Buyer agrees to pay a late charge not exceeding \$10.00 per sum due hereunder which Seller elects to do, except after the date the sum was due.

e. Anything contained in subparagraph "a." through "d." herein notwithstanding, this Agreement shall not be forfeited and determined if within 30 days after such written notice of default, Buyer tenders to Seller the entire unpaid principal balance of the Purchase Price, and accrued interest then outstanding and dues, plus other debts of a monetary nature affecting the premises or monetary claims arising from acts or obligations of Buyer under this Agreement.

22. DEFAULT, FEES:

a. Buyer or Seller shall pay all reasonable attorney's fees and costs, caused by the other in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance, in defendant's proceeding to which Buyer or Seller is made a party to any legal proceeding as a result of the acts or omissions of the other party.

b. All rights and remedies given to Buyer or Seller shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless specifically waived in this Agreement. If no waiver of any breach or default by either party hereunder shall be made, it will not entitle the other party to take any action on account of any similar or different breach or default, the payment or acceptance of money after its due date after knowledge of any breach of this Agreement by Buyer or Seller, or after the termination of Buyer's right of possession hereunder, or after the service of any notice, or after commencement of any suit, or after final judgment for possession of the premises, shall not result in continue or extend this Agreement nor affect any such notice, demand, or suit or any right hereunder not herein expressly waived.

23. NOTICES: All notices required to be given under this Agreement shall be construed to mean notice in writing signed by or on behalf of the party giving the same, and the same may be served upon the other party or his agent personally or by certified or registered mail return receipt requested, to the party addressed, if to Seller at the address shown in paragraph 3, or to the Buyer at the address of the premises. Notice shall be deemed made when mailed or served.

24. ABANDONMENT: Fifteen days physical absence by Buyer without payment being unpaid, or ten days of the substantial portion of Buyer's personal property with installments being paid, and in either case, reason to believe Buyer has vacated the premises without intent again to take possession thereof, shall be conclusively deemed to be an abandonment of the premises by Buyer. In such event, and in addition to Seller's remedies set forth in paragraph 20, Seller may, but need not, enter upon the premises and cause Seller's agent to perform necessary decorating and repairs and to re-sell the premises outright or on terms similar to those contained in this Agreement, with allowance for then existing marketing conditions. Buyer shall be conclusively deemed to have abandoned any personal property remaining on or about the premises and Buyer's interest therein shall thereby pass under this Agreement as a bill of sale to Seller without additional payment by Seller to Buyer.

25. SELLER'S ACCESS: Seller may make or cause to be made reasonable entries upon and inspection of the premises, provided that Seller shall give Buyer notice prior to any such inspection specifying reasonable cause therefor related to Seller's interest in the premises.

26. CALCULATION OF INTEREST: Interest for each month shall be added to the unpaid balance at the first day of each month at the rate of one-twelfth of the annual interest rate and shall be calculated upon the unpaid balance due as of the last day of the preceding month 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 on or before the date of initial closing.

27. ASSIGNMENTS: The Buyer shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder nor shall the Buyer lease nor sublet the premises, or any part thereof. Any violation or breach, or attempted violation or breach of the provisions of this paragraph by Buyer, or any acts inconsistent herewith, shall vest no right, title or interest herein or hereunder, or in the said premises, in any such transferee, pledgee, assignee, lessee or sub-lessee, but Seller may, at Seller's option, declare this Agreement null and void and invoke the provisions of this Agreement relating to forfeiture hereof.

28. FINAL CLOSING: Buyer shall be entitled to delivery of the Deed of Conveyance aforesaid Affidavit of Title and a Bill of Sale to the personal property to be transferred to Buyer under this Agreement at any time upon payment of all amounts due hereunder in the form of cash or cashier's or certified check made payable to Seller, which amount shall be without premium or penalty. At the time Buyer provides notice to Seller that he is prepared to prepay all amounts due hereunder, Seller forthwith either shall produce and record at his expense a release deed for the prior mortgage or obtain a currently dated loan repayment letter reflecting the amount necessary to discharge and release the prior mortgage. Seller shall have the right to repay and discharge such prior mortgage in whole or in part from sums due hereunder from Buyer. The repayment of the prior mortgage shall be supervised and administered by Buyer's mortgage lender. If any, upon repayment of the prior mortgage Seller shall receive the cancelled note and a release deed in form satisfactory for recording which, shall be delivered to Buyer. Seller shall give Buyer a credit against the balance of the purchase price for the cost of recording such release. In the event Buyer does not have a mortgage lender, then the delivery of the cancelled note to Seller shall be simultaneous with the delivery of the Deed from Seller to Buyer, and to facilitate the delivery of documents and the payment of the prior mortgage and the balance of the amount due hereunder, the parties agree to complete such exchange at the offices of the holder of the note secured by the prior mortgage. At the time of delivery of the Deed, Buyer and Seller shall execute and furnish such real estate transfer declarations as may be required to comply with State, County or local law. Seller shall pay the amount of any stamp tax then imposed by State or County law on the transfer of title to Buyer, and Buyer shall pay any such stamp tax and meet other requirements as then may be established by any local ordinance with regard to the transfer of title to Buyer unless otherwise provided in the local ordinance.

29. TITLE IN TRUST:

(a) In the event that title to the premises is held in or conveyed into a trust prior to the initial closing, it shall be conveyed to Buyer when and if appropriate under the terms of this Agreement in accordance with the provisions of paragraph 2, except that the conveyance shall be by Trustee's Deed. In such case, the names and addresses of each and every beneficiary of and person with a power to direct the Title Holder is attached hereto and by this reference incorporated herein as Exhibit A.

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RIDER TO ARTICLES OF AGREEMENT FOR DEED BETWEEN William Pollak and Deanna Pollak, his wife (HEREINAFTER REFERRED TO AS "SELLER") and Joseph Novak and Christine Novak, his wife (HEREINAFTER REFERRED TO AS "BUYER") DATED JAN 30 1989, FOR PROPERTY LOCATED AT 7820 N. 73rd Street, Bridgeview, ILLINOIS.

IT IS FURTHER AGREED by and between the parties of the captioned Articles of Agreement for Deed as follows:

1. This Rider is attached to and incorporated in the captioned Article of agreement for Deed;

2. In the event of a conflict between the terms of this Rider and the terms of the aforesaid Article of Agreement for Deed, the terms of this Rider shall control;

3. It is acknowledged by both the Seller and the Buyer that the Buyer is taking the property "AS IS". Buyer has agreed to make any and all necessary repairs which may be required in order to facilitate Buyer obtaining a loan, said repairs to include the replacement of support beams. It is estimated by the parties that the total cost for these repairs is \$3,000.00. For and in consideration of that understanding the Seller has agreed to delay the monthly instalment payments until June 1, 1989.

As security for the Seller that the Buyer intends to make these repairs the Buyer agrees that at the time of the initial closing, to deposit the sum of ~~\$100~~ Thousand Dollars with Attorney Bruce Brandwein. It is agreed that once the repairs have been completed the \$3,000.00 shall be used to either pay for the repairs or to reimburse the Buyer for their payment. Seller agrees that these repairs are to be completed ~~on or~~ before June 1, 1989 and that if these repairs have not been ~~completed~~ by that date that the Buyer will be considered as being in breach of the Articles of Agreement for Deed and the Seller may take whatever steps are necessary as provided for under the Agreement for breach. In addition Attorney, Bruce Brandwein, is authorized to release the \$3,000.00 to the Seller or the balance ~~owed~~ to Purchaser after said repairs have been completed.

Dated: 1-31-87

59031010

William Pollak

Deanna Pollak

SELLER

Joseph Novak

BUYER

4. In the event Purchasers are unable to make the final payment of the purchase price on January 1, 1990, Seller hereby agrees to give Purchasers 90 days to close the property and make the final payment of the purchase price from the proceeds of said sale.

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Burr Ridge Executive Plaza
100 Tower Drive
Burr Ridge, IL 60521

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Clerk

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Cook County Recorder
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