

**UNOFFICIAL COPY**

\$17.00

AGREEMENT, made this 28th day of February, 19 89, between  
ARNOLD GOLDBERG, Seller, and  
SEWELL GELBERD, Purchaser;

WITNESSETH, that if Purchaser shall first make the payments and perform Purchaser's covenants hereunder, Seller hereby covenants and agrees to convey to Purchaser in fee simple by Seller's recordable warranty deed, with waiver of homestead, subject to the matters hereinafter specified, the premises situated in the County of Cook and State of Illinois described as follows:

See attached legal Description

9110829

commonly known as 826G Michigan, Evanston, Illinois  
P. I. N. 11-29-404-027-1001

and Seller further agrees to furnish to Purchaser on or before March 1, 19 89, at Seller's expense, the following evidence of title to the premises: (a) Owners FIDELITY insurance policy in the amount of the price, issued by REI Title, Inc., (b) certificate of title issued by the Registrar of Titles of Cook County, Illinois, (c) merchantable title, showing merchantable title in Seller on the date hereof, subject only to the matters specified below in paragraph 1. And Purchaser hereby covenants and agrees to pay to Seller, at such place as Seller may from time to time designate in writing, and until such designation at the office of Gary D. Ashman,

134 N. LaSalle Street, Chicago, Illinois 60602

the price of (\$60,000.00) Sixty Thousand and 00/100 Dollars in the manner following, to-wit: \$7,000.00 (Seven thousand and 00/100) (including earnest money in cash at closing) Fifty Three Thousand Dollars (\$53,000.00), amortized over thirty (30) years and in monthly installments of \$474.95, commencing April 1, 1989 and continuing each month thereafter until fully paid.

including

~~with~~ interest at the rate of 10.25 per cent per annum payable on the whole sum remaining from time to time unpaid, with final balloon payment of principal and any interest then due on September 1, 1992 and March 1, 1989.  
Possession of the premises shall be delivered to Purchaser on March 1, 1989

provided that Purchaser is not then in default under this agreement.

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 19 89 are to be prorated from January 1 to such date for delivery of possession, and if the amount of such taxes is not then ascertainable, the prorating shall be done on the basis of the amount of the most recent ascertainable taxes.

It is further expressly understood and agreed between the parties hereto that:

1. The Conveyance to be made by Seller shall be expressly subject to the following: (a) general taxes for the year 1988 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 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;

2. Purchaser shall pay before accrual of any penalty any and all taxes and installments of special assessments pertaining to the premises that become payable on or after the date for delivery of possession to Purchaser, and Purchaser shall deliver to Seller duplicate receipts showing timely payment thereof.

3. Purchaser shall keep the buildings 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 suffers or commits waste, Seller 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 Seller, with interest at 12 per cent per annum until paid.

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

5. 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 plans and specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller.

6. Purchaser shall not transfer or assign this agreement or any interest therein, without the previous written consent of Seller, 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 Seller; and Purchaser will not lease the premises, or any part thereof, for any purpose, without Seller's written consent.

7. No right, title or interest, ~~legal or equitable~~, in the premises, or any part thereof, shall vest in Purchaser until the delivery of the deed aforesaid by Seller, or until the full payment of the purchase price at the times and in the manner herein provided.

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

9. ~~Purchaser shall keep all buildings at any time on the premises insured in Seller's name at Purchaser's expense against loss by fire, lightning, windstorm and extended coverage risks in companies to be approved by Seller 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 therefor to Seller.~~

\*Strike out all but one of the clauses (a), (b) and (c).

RE THE COUNTY OF COOK 0-3707 (ALL)

89110829

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Received on within Agreement  
the following sums

GEORGE E. COLE

DATE	INTEREST	PRINCIPAL	RECEIVED BY

22 These Articles of Agreement are subject to the rider attached hereto and made a part hereof.  
 This document prepared by: GARY D. ASHMAN, 134 N. LaSalle Street Chicago, Illinois 60602  
 \*\* With a copy simultaneously sent to Laurie Addison, 500 Davis, Evanston, IL 60201

(SEAL) \_\_\_\_\_  
 (SEAL) \_\_\_\_\_  
 (SEAL) \_\_\_\_\_  
 (SEAL) \_\_\_\_\_  
 Sealed and Delivered in the presence of \_\_\_\_\_  
 IN WITNESS WHEREOF, the parties to this agreement hereunto set their hands and seals in duplicate, the day and year first above written.

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at c/o Lake Shore Center, 1300 N. Sheridan Rd., Chicago, IL 60626 with a copy simultaneously sent to Gary D. Ashman, 134 N. LaSalle, Chicago, IL 60601\* Purchaser at 826 N. Michigan, Evanston, Illinois 60201\* or to the last known address of either party, shall be sufficient notice hereof. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.

17. If there be more than one person designated herein as "Seller" or as "Purchaser", such word or words wherever used herein and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as plural.  
 16. This paragraph shall be jointly and severally, jointly and severally.  
 15. The remedy of forfeiture hereunder shall not be exclusive of any other remedy, but Seller 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.  
 14. Purchaser shall pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in any action or proceeding to which Seller may be made a party by reason of being a party to this agreement, and Purchaser will pay to Seller all costs and expenses, including attorney's fees, incurred in any action brought by Seller against Purchaser on account of this agreement and incurred in any action brought by Seller against Purchaser on account of the provisions hereof, and all such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought by Seller against Purchaser on or under this agreement.  
 13. In the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, which may be put upon the premises by Purchaser shall belong to and be the property of Seller without liability or obligation on Seller's part to account to Purchaser therefor or for any part thereof.  
 12. In the event this agreement shall be declared null and void by Seller 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 Seller of a written declaration of forfeiture hereof in the Recorder's Office of said County.  
 11. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of Purchaser's covenants hereunder, this agreement shall, at the option of Seller, be forfeited and determined, and Purchaser shall forfeit all payments made on this agreement, and such payments shall be retained by Seller in full satisfaction and as liquidated damages by Seller sustained, and in such event Seller shall have the right to re-enter and take possession of the premises aforesaid.  
 10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated to pay hereunder, Seller may elect to pay such items and any amount so paid shall become an addition to the purchase price immediately due and payable to Seller, with interest at \_\_\_\_\_ percent per annum until paid.  
 11. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of Purchaser's covenants hereunder, this agreement shall, at the option of Seller, be forfeited and determined, and Purchaser shall forfeit all payments made on this agreement, and such payments shall be retained by Seller in full satisfaction and as liquidated damages by Seller sustained, and in such event Seller shall have the right to re-enter and take possession of the premises aforesaid.  
 10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated to pay hereunder, Seller may elect to pay such items and any amount so paid shall become an addition to the purchase price immediately due and payable to Seller, with interest at \_\_\_\_\_ percent per annum until paid.  
 \* and compliance with applicable notice provisions under law

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FORM 704-9010 3-17-10

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## LEGAL DESCRIPTION

UNIT NUMBER G AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"): LOTS 17 AND 18 IN BLOCK 8 IN THE RESUBDIVISION OF BLOCKS 8 AND "B" IN WHITE'S ADDITION TO EVANSTON, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY HARRIS TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST NUMBER 36292, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 23288321; TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).

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RIDER ATTACHED TO AND MADE A PART OF  
INSTALLMENT AGREEMENT FOR WARRANTY DEED BY AND  
BETWEEN ARNOLD GOLDBERG AND REBECCA GOLDBERG  
("SELLER") AND SEWELL GELBERD ("PURCHASER") FOR  
THE PROPERTY COMMONLY KNOWN AS  
826 G MICHIGAN, EVANSTON, ILLINOIS ("PREMISES")

## 1. INSTALLMENTS

Purchaser shall pay Seller, in addition to the installment payments for the purchase price, an additional installment every month equal to 1/12 of the amount of yearly real estate taxes, based upon the most recent ascertainable taxes, and shall be adjusted annually upon receipt of the tax bill, plus the amount of all monthly general and special assessments. If the amount so estimated is not sufficient for such purposes, then Purchaser shall, upon demand, pay any difference required; in the event of a failure or refusal to pay such sums, the amount due shall be added to the principal balance and shall be subject to the late charges as hereinafter provided. All sums held by Seller shall be without interest and shall also stand as a pledge for the payment of all installments when due. Amounts paid by Purchaser in excess of the actual amount of taxes shall be promptly credited to Purchaser.

## 2. LATE CHARGE

In the event Purchaser should fail to make payment after ten (10) days from the date said payment is due, Seller shall have the right to assess a late payment charge of 5% of the total payment due and unpaid.

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## 3. TAXES

In lieu of a pro-ration for taxes, Seller agrees to pay and be responsible for all taxes up to and including the date that possession is given to Purchaser and Purchaser shall be responsible for all taxes thereafter.

## 4. PURCHASER'S MORTGAGE

Purchaser shall have the right to place a mortgage upon the premises provided the funds so received shall be used to pay off the Seller to receive the deed.

## 5. EXISTING MORTGAGE

Seller covenants and agrees to cause the existing mortgage to be kept current and free from default, and to timely pay from monies remitted by Purchaser all taxes and assessments pertaining to the premises. Seller shall upon request promptly furnish Purchaser with evidence of timely tax and mortgage payments. The parties agree that, in the event of any default or deficiency in the payment of the mortgage by Seller, then Purchaser may pay the amount of any such default or deficiency and deduct said amount from payments otherwise required to be made to Seller hereunder.

## 6. NOTICE

There shall be no declaration of forfeiture made or recorded without written notice first being served upon the Purchaser as provided by applicable statutes. In the event of Purchaser's default of any of the terms hereof, Seller shall have the right to immediately accelerate all amounts due hereunder which amounts shall then be immediately due and payable.

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## 7. INSURANCE

Purchaser at all times shall maintain fire and extended coverage insurance upon the premises in such amounts so as the sum due Seller shall be fully insured. In addition, Purchaser shall maintain liability insurance in the amount of at least \$100,000/\$300,000. Purchaser shall provide evidence of such insurance at time of closing. Such insurance policy shall name as co-insured Purchaser, Seller and Seller's mortgagee. In the event of any loss, proceeds shall first be applied to repair or rebuilding.

## 8. ASSIGNMENT OF RENTS

Purchaser hereby assigns, transfers and sets over unto Seller, all the rents, issues and profits which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or any agreement for the use of occupancy of any part of the premises, subject to those Articles of Agreement, which may be hereafter made or agreed to, it being the intention to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto Seller. This assignment shall be effective thirty (30) days following service of notice of default until such default is cured.

## 9. RECORDING

This contract shall be recorded at closing and shall be shown on the policy of title insurance to be provided to Purchaser.

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## 10. TRANSFER ON SALE

If all or any part of the Premises and any interest therein is sold, mortgaged, conveyed or in any respect transferred without Seller's prior written consent, then Seller shall have the right to immediately accelerate all amounts due hereunder, which amounts shall then be immediately due and payable.

## 11. PREPAYMENT

Purchaser may prepay all or any part of the amounts due hereunder without penalty.

12. In addition to the monies required to be paid in the Installment Agreement for Warranty Deed, on September 1, 1989, Purchaser shall deliver an additional Seven Thousand Dollars (\$7,000.00), to be applied to the purchase price, with the monthly installments adjusted to \$412.21 after said payment.

IN WITNESS WHEREOF, the parties hereto have executed these Articles of Agreement as of this 28 day of February, 1989.

  
-----  
ARNOLD GOLDBERG

  
-----  
SEWELL GEIGBER

89110829

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Mail Recorded Document To:

Laura S. Addelson, Esq.  
Wernick & Addelson, P.C.  
500 Davis Center - Suite 701  
Evanston, Illinois 60201