. BUYER, PETE	ER J. F	PARISI					,	Addr	P55 .	_ 1	830	North	ı K	edz	ie A	venue
			ς	County,												
SAVINSKI					Addre	: :::	29W41	0	Mom	<u>i ng</u>	si	de Dr	ive	<u>∍, 1</u>	Bart	<u>le</u> tt
Chicago SAVINSKI DuPage and NO/100 Chicago, II	County; St	55 .000	111in	ois gree	s to self to 8	uyer . OPER	it the PU	RCH	ASE PR	iCE o	F 301	1FTY 8-3020	FIV O W	Œ 1 lest	HOUS Med	SAND
Chicago, II	6064	17	ind legali	describe	d as follows											
LOT 14 AND	THE S	OUTH 36	FEET	4 1/2	INCHES	OF	LOTS	12	AND	13	IN	BLOCK	2	IN	BLA	VCHARI

RD'S SUBDIVISION OF THE NORTH 22 RODS OF THAT PART LYING WEST OF MILWAUKEE AVENUE OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
P.I.N.: 13-36-101-023 Vol. No. 530 (hereinalter referred to as "the premises")

with approximate for dimensions of Approx. 36x50 3018 Medill: Approx. 25x132 3020 Medill 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 kitchen appliances, equipment and cabinets; water softener (except rental units); existing storm and screen windows and doors, attached shutters, shelving, fireplace screen roof or attic T.V. antenna; all planted vegetation; garage door openers and car units; and the following stems of personal property

DEPT-01 RECORDING TRAN 7810 10/18/90 15:00:00 T\$5555 90511649 #-20 \$3988 **⇒ E**.

tom shall be left on the premises, are included in the sale price, and shall be transferred to the Buye For all Bus Sale All of the foregoing its must

all 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 and performed by said Buyer, at the time and in the manner hereinafter set forth, Selfer shall convey or cause to be conveyed to Buyer fin joint tenancy) or his nominee, by a accordable, stamped general <u>Warranty</u> deed with release of homestead rights, good title to the premisers object 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) Zonir g b w 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-lamily home, party walls, party wall rights and agreements, covenants, conditions and restrictions of "society" terms, provisions, covenants, and conditions of the declaration of condominium of any, and all amendments thereto; any easem into 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 of applicable to the declaration of condominium.

b The performance of all the covenants and conditions herein to be performed by Bluer shall be a condition of the covenants.

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

3. INSTALLMENT PUR IL 60103				ngside Drive, Bartlet	tl
the purchase price and the rate of	d interest on the balance of the	purchase plice is maining	I from time to time unpaid f	rom the date of initial closing at	
(a) Buyer has paid \$		N/A		^	
money to be applied o	or note and due date) (and will on the purchase price. The earne of the parties concerned;			-O; as earnest	
(b) At the time of th	e initial closing, the additional s	um ol \$_=\(\sigma\)	plus or minus prorations, il	any, as is hereinafter provided,	
(c) The balance of	the purchase price, to wit: \$	50.000.00		to be paid in equal	

installments of \$ 1,000,00-Including PIT* _each, commencing on the day of September 19.90 __day of each_MO+_ thereafter limit the purchase price is paid in full _ and on the-("Installment payments"): *SEE RIDER

(d) The final payment of the purchase price and all accrued but unpaid interest and other charges is herminalter provided, if not sooner paid shall be due on the 31st day of August . 19 91 .

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

(i) Payments of principal and interest to Seller shall be received not in tenancy in common, but in joint tenancy with the right of sur-

4. CLOSINGS: The "initial closing" shall occur on August 1,
Seller's Attorney's Office 19 $\frac{90}{2}$, for on the date, if any, to writh said date is "Final closing" shall occur

8. POSSESSION: Possession shall be granted to Buyer at 12:01 A.M. on <u>August 1, 19 90</u>, provided that the full down payment minus net provations due in lavor 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 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 Index secured thereby). No mortgage or trust deed placed on said premises including any such prior mortgage is trust deed control 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 anytime Buyer has leason to believe a default may easist, 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 fall 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 allorney'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 spotted 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 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.)

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& TITLs:

(a) At least one (1) business day promote nitial closing sefe thall in provide the similar to Buyer at Seller's expense an Owner's Duplicate Certificate of Title issued by the Registrar of Titles and a Special Tax and Lien Search or a commitment issued by a fille insurance company licensed to do business in Illinois, to issue a contract purchaser's title insurance policy on the current form of American Land Title Association Owner's Policy (or equivalent policy) in 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 in paragraph 6; (4) other title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money and which shall be removed at or prior to the initial closing and (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 definition the restrictions.

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 against loss or damage that may be caused by such exceptions and the initial closing shall be delayed, if necessary, during said 30 day period to allow Seller time 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 as it then is, with the right to deduct from the purchase price, liens or encumbrances of a definite or ascertainable amount. If the Buyer does not so elect, the contract between the parties shall become null and void, without further action of the parties, and all monies paid by Buyer hereunder shall be refurred.

(c) Every title commitment which conforms with subparagraph "a" shall be conclusive evidence of good title therein shown, as to all matters insured by the policy, subject only to special exceptions therein stated.

(d) If a Special Tax Search, Lien Search, a Judgment Search or the title commitment disclose judgments against the Buyer which may become liens, 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 in all respects accepts and is satisfied with the physical condition of the premises, all matters shown on the survey and the condition of title to the pemises as shown to him on or before the initial closing. Seller shall upon said delivery of possession have no further obligation with respect to the title or to furnish further evidence thereof, except that Seller shall remove any exception or defect not permitted under paragraph 8 (a) resulting from acts done or suffered by, or judgments against the Seller between the initial closing and the final closing.

9. AFFIDAVIT (f 1. TLE: Seller shall furnish Buyer at or prior to the initial closing and, again, prior to final closing with an Affidavit of Title. covering said dato, subject only to those permitted exceptions set forth in paragraph 2, prior mortgages permitted in paragraph 6 and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 8. In the event title to the property is held in trust, the Affidavit of Title required to be furnished by Seller shall be signed by the Trustee and the beneficiary or bene icizilies of said Trust. All parties shall execute an "ALTA Loan and Extended Coverage Owner's Policy Statement" and such other documents as a recustomary or required by the issuer of the commitment for title insurance.

10. HOMEOWNER'S ASSOCIATION:

10. HOMEOWNER'S AS. 27 ... FIGHT

(a) In the event the premises are subject to a townhouse, condominium or other homeowner's association, Seller shall, prior to the initial closing, furnish Buyer a statement from the Board of managers, treasurer or managing agent of the association certifying payment of assessments and, if applicable, proof of waiver or termination of any right of first refusal or general option contained in the declaration or bylaws together with any other closiments required by the declaration or bylaws thereto as a precondition to the transfer of ownership

(b) The Buyer shall comply with any covenants, conditions, restrictions or declarations of record with respect to the premises as well as the bylaws, rules and regulations of any applicable association.

11. PRORATIONS: Insurance premiums, and all taxes, association assessments and, if final meter readings cannot be obtained, 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 reproration upon is ceipt of the actual 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 proration credit in favor of the Seller

12. ESCROW CLOSING: At the election of Seller or Buller, upon notice to the other party not less than five (5) days prior to the date of either the initial or final closing, this transaction or the conveyance contemplated hereby shall be made through escrow with a fille company, bank or other institution or an attorney licensed in discussions of an escrow trust covering articles of agreement for deed consistent with the terms of this Agreement. Upon creation of such an escrow, anything in this Agreement to the contrary notivily histanding, installments or payments due thereafter and delivery of the Deed shall be made through escrow. The cost of the escrow including a modifiary money lender's escrow, shall be paid by the party requesting it.

13. SELLER'S REPRESENTATIONS:

(a) Seller expressly warrants to Buyer that no notice from any city, village or other governmental authority of a dwelling code violation which existed in the dwelling structure on the premises herein described before this Agreement was executed, has been received by the Seller, his principal or his agent within ten (10) years of the date of execution of this Agreement.

Delier, his principal or his agent within ten (10) years of the date of execution at this Agreement.

(b) Seller represents that all equipment and appliances to be conveyed, his duoing but not limited to the following, are in operating condition: all mechanical equipment; heating and cooling equipment; water heat are and solteners; septic, 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 and at Seller's expense context the deliciency. IN THE ABSENCE OF WRITEN NOTICE OF ANY DEFICIENCY FROM THE BUYER PRIOR TO THE DATE SPECY IED TOR INITIAL CLOSING IT SHALL BE CONCLUDED THAT THE CONDITION OF THE ABOVE EQUIPMENT IS SATISFACTORY TO THE JUYER AND THE SELLER SHALL HAVE NO FURTHER RESPONSIBILITY WITH REFERENCE THERETO.

(c) Seller agrees to leave the premises in broom clean condition. All refuse and personal publity not 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 30 of 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; window glass; heating, ventilating and air conditioning equipment; plumbing and electrical systems and fixtures; roof; masonry including chimneys and fireplaces, with it (a) enter same, himself, or by their agents, servants, or employees, without such entering causing or constituting a termination of this A green tent or an interference with Buyer's possession of the premises, and make the necessary repairs and do all the work required to place tail or emises in good repair, and in a clean, sightly, and healthy condition, and Buyer agrees to pay to Seller, as so much additional purchase price for the premises, the expenses of the Seller in making said repairs and in placing the premises in a clean, sightly, and healthy condition; ar (s) notify the Buyer to make such repairs and to place said premises in a clean, sightly, and healthy condition within thirty (30) days of such rotice (except as is otherwise provided in paragraph 21), and, upon default by Buyer in complying with said notice, then, Seller may a wail nimself 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 premise to Buyer, Buyer also 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:

16. INSURANCE:

(a) Buyer shall from and after the time specified in paragraph 5 for possesion keep insured against loss or damage by fire or other casualty, the improvements now and hereafter erected on premises with a company, or companies, reasonably acceptable to Seller in policies conforming to Insurance Service Bureau Homeowners form 3 ("H.O.3") and, also, 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 value) 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. 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 (i) 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 (ii) 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 assessed 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

18. FUNDS FOR TAXES AND CHARGES: In addition to the agreed installments, if any, provided in paragraph 3, 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 (herein referred to as "funds") equal to one-twelfth of the yearly taxes, assessments which may becme 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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Property of Cook County Clark's Office

19, BUYER'S INTEREST:

(a) No right, title, or interest, legal or equitable, in the pemises 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 Tapse of time, forfeiture or otherwise, all improvements, whether tinished or unfinished, whether installed or constructed on or about said premises by the Buyer or others shall belong to and become the property of the Selter without liability or obligation on Selter's part to account to the Buyer therefore or for any part thereof

tal Buyer shall not suffer or permit any mechanics' lien, judgment lien or other lien of any nature whatsoever to attach to or be against

the property which shall or may be superior to the rights of the Seller.

(b) Each and every contract for repairs or improvements on the premises aloresaid, 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 light upon the part of the party contracting, and a copy of early and every such contract shall be promptly delivered to seller

2) PERFORMANCE:

(a) If Buyer 1/2 defaults by failing to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement, and such default is not cured within ten (10) days of wristen notice to Buyer, or (2) defaults in the performance of any inher covenant of 2,12 ement hereof and such default is not cured by Buyer within thirty (10) days after written notice to Buyer fundes the default involves a dingerous condition which shall be cured forthwith). Seller may treat such a default as a breach of this Agreement and Seller shall have any 2.45 or more of the following remedies in addition to all other rights and remedies provided at law or in equity. (ii) declare the entire balance due and maintain an action for sock amount, (iii) forteit the Buyer's interest under this 2 greement and retain all sums paid as high-dated damages in full satisfaction of any claim against Buyer, and upon Buyer's failure to surrience possession, maintain an action for possession under the forcible Entry and Detainer Act, subject to the rights of Buyer to reinstate as previded in that Act.

(b) As additional security in the against of featule. Buyer assume to bellow it contains a security in the against different assumes to bellow it contains a security in the securit

to) As additional security in the event of detailt, Buyer assigns to Seller all unpaid cents, and all cents which accrue thereafter, and in addition to the remedies provided above and in conjunction with any one of them. Seller may collect any rent due and owing and may seek the appointment of receiver.

(c) If default is based upon the failure to pay taxes, assessments, insurance, or hens. Seller may elect to make such payments and add the amount to the principal balance due, which this into ints shall become immediately due and payable by Buyer to Seller (d) Seller may impose and Buyer agrees to pay a late charge not exceeding 5% of any sum due hereunder which Seller elects to accept

after the date the sum was due.

(e) Anything contained in subparagraphs (a) thirtugh (d) to the contrary notwithstanding, this Agreement shall not be forfeited and determined, if within 20 days after such writter-active of default, Buyer lenders to Seller the entire unpaid principal balance of the Purchase Price and accrued interest then outstan firm and cures any other defaults of a monetary nature affecting the premises or monetary claims arising from acts or obligations of Buyer under this Agreement.

al Buyer or Seller shall pay all reasonable attorney's fees 2 id closs incurred by the other in enforcing the terms and provision, of this Agreement, including forfeiture or specific performance, it defending any proceeding to which buser or Seller is made a party to any legal proceedings as a result of the acts or omissions of the other party.

legal proceedings as a result of the acts or omissions of the officing it.

(b) (1) All rights and remedies given to Buyer or Seller shall be defined, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by a complex specificalls waived in this Agreems. (2) no waiver of any breach or default of either party hereunder shall be implied from a symmetric by the other party to take any action on account of any similar or different breach or default, the payment or acceptance of notice after in tails due after knowledge of any breach of this agreement by Buyer or Seller, or after the service of any notice, or after the service of any notice, or after one mencement of any suit, or after final judgment for possession of the premises half not reinstate, continue or extend this Agreement nor after taily such notice, demand or suit or any right hereunder not herein yair exsty waised.

23 NOTICES: All notices required to be given under this Agreement shall be construct, 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 its agent personally or by certified or registered name return receipt requested, to the parties addressed if to Seller at the address shown is paragraph 1 or it 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 with any installment being united or remissal of the substantial portion of Buzer's personal property with installments being paid, and in either case reason to believe Buzer has sacated the premises with no intercragain to take possession thereof shall be conclusively deemed to be an abandonment of this premises to Buser. In such event, and addition to Seller's remedies set forth in paragraph 20. Seller may, but need not, enter upon the premises and act as Buyer's agent to preform necessary decorating and repairs and to re-sell the premises outright or on terms similar to those contained in this Agreement with allowance for their existing marketing conditions. Buyer shall be conclusively deemed to have aband used any personal property remaining on or about the premises and Buyer's interest therein shall thereby pass under this Agreement as a line 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 are lines, provided that Seines shall give Buyer notice prior to any such inspection specifying reasonable cause therefor related to Sellier's incere are the premises

of une-twelfth of the annual interest fare and shall be calculated unon the unpaid before at the last day of the ordered ing month travel upon a 160 day year. Interest for the period from the date of initial closing until the date the first installment is the shall be payable or a before the date of initial closing. See Rider.

27. ASSIGNMENT: The Buyer shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder not shall the Buyer lease nor subject 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 arcs such transferee, pledgee, assignee, lessee or sub-lesses, but Seller may, at Seller's option, declare this Agreement null and void and insuke the provisions of this Agreement relating to forfeiture hereof.

28. FINAL CLOSING: Buyer shall be entitled to delivery of the Deed of conveyance aloresaid Affidavii of Title and a Bill of Sale to the perminal 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 su rently dated from repayment is their 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 fums 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 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 u

(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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(b) The beneficiary or beneficiaries of and the person or persons with the power to direct the Trustee shall cumulatively be deemed to (b) The beneficiary of beneficiaries of and the person or persons with the power to direct the trustee shall comparisely the direction and south pointly 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 clusing. 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. REDERS: 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.
- 15. 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 altorney-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 Seller is a tristee, then by said trustee and the beneficiarie	this Agreement duly exects of the Trust shall be deliced.	uted by the Seller and his ered to the Buyer or his all	spouse, it any, or it
		this Agreement shall become	
37. REAL ESTATE TOKER: Seller and Buyer represent and wa	irrant that no real estate bro	kers were involved in this tr.	insaction other than
and None			
seller shall pay the brokerage commission of said broker(s) in the time of initial closing.	accordance with a separate	agreement between Seller ,	and said broker(s) ai
IN WITNESS OF, the parties Ecreto have hereunto set their	hands and seals this	31st	ان زندان
August, 14 90			
Selval. Savnoin	BUYEN	J J Paris	ii
This instrument prepared by	-	<u> </u>	
Attorney Robert F. Quinn			
295 South Schmidt Road			
Bolingbrook, IL 60440	-)		
STATE OF ILLINOIS			
COUNTY OFWILL			
OFFICIAING BAbed, a Noury Public in and for said Count	y, in the State aforesaid. Do	O HEREBY CERTIFY that	EDWARD R.

ROBERT PSIGNN

personally known to me tr be the same person whose name is

Notary at historical challmois unit rument appeared before me this day in amon, and acknowledged that he signed scaled and My Commission Expires May 28, 1997ends a free and voluntary act, for the uses and purposes homen set forth

official seal, this <u>1stday</u> of 19_90

Commission expires MAY 26, 1994. No ary Public STATE OF ILLINOISI COUNTY OF WILL COOK

the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CENTIFY that PETER J. **PARISI** personally known to me to be the same person, ab or name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged tha Decision of the said instrument as a free and voluntary act, for the uses and purposes therein set forth

August Given under my hand and official seal, this 1st day of . 1y 90 - Sydlaty Public Commission expires OFFICIAL SEAL SCOTT E STASSEN STATE OF ILLINOIS COUNTY OF MT COMMISSION EXPINES 3/9/ other Public to and for said County in the State aboresaid, do hereby certify that

vice President of 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

Secretary then and there acknowledged that he, as custodian of the corporation, did affix the corporate seaf of said corporation to said instrument as his own fee 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 thisda	y of	, 19
Cummission expires	Notary	Public

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RIDER

This Rider is made a part of Articles of Agreement for Deed for Sale of Real Estate dated the 1st day of August, 1990, between EDWARD R. SAVINSKI, as "Seller" and PETER J. PARISI, as "Buyer", for the property commonly known as 3018-3020 West Medill, Chicago, IL.

Buyer covenants and agrees to pay to said Seller or to such other person or persons, firm, corporation or association, and at such other place as seller may, from time to time, designate in writing, the sum of FIF'Y FIVE THOUSAND DOLLARS (\$55,000.00) as the purchase price in the manner following:

Buyer has paid \$5,000.00 as earnest money. The balance of the purchase price, \$50,000.00 shall be paid commencing with September 1, 1990 as follows: On the 1st day of each month thereafter for a period of twelve (12) months, or August 31, 1991, at which time the entire balance due hereunder shall be due and payable. Buyer shall pay to the Seller the sum of \$1,000.00. Of said payment of \$1,000.00, the sum of \$550.00 shall be allocable to principal, \$30.00 shall be allocable to the interest, \$120.00 of said payment shall be applied towards the real estate taxes, and evidence of Insurance and proof of payment is to be supplied to the Seller prior to the initial closing. Any extra payments shall be considered as Principal only. Any payment not made by the 7th day of the month shall bear a late charge of \$20.00

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Contemporaneous with the execution of this Agreement, Seller shall place in escrow with Attorney Robert F. Quinn, as Escrowee, and herein called the "Escrowee", a Warranty Deed and Quit Claim Deed to Buyer for the subject property. Contemporaneous with the execution of this Contract, Buyer shall deposit with Escrowee a Quit Claim Deed from Buyer to Seller covering the premises.

Furthermore both parties shall deposit, contemporaneous with the execution of this Contract, with the Escrowee, a fully executed copy of this Contract.

The Contract and Deeds so deposited with Escrowee shall be held by Escrowee subject to the terms and provisions of this paragraph. Escrowee's acceptance of this Escrow shall be evidenced by its letter of acceptance directed to Seller and Buyer. When Escrowee, within its sole discretion, deems:

- A. That satisfactory proof has been presented to it that the full principal balance and interest due under this Contract has been paid to or on behalf of Seller and that Buyer has fulfilled all the other obligations encumbent upon him hereunder, then Escrowee soull hand over and deliver to Buyer the Warranty Deed and Cuit Claim Deed and thereafter Escrowee's obligations hereunder shall cease and terminate; the presentation of cancelled checks or Seller's receipt for payment made to or on behalf of Seller by Buyer shall be deemed to be satisfactory proof of Buyer's payment hereunder.
- B. That the Buyer shall have defaulted upon a payment due to Seller hereunder or in the performance of a material covenant of Buyer, and if Seller shall have given Buyer Notice of Default as herein provided for the Notice of Termination of the time period provided for in Paragraph 21 of this Contract, and if Escrowee shall have received copies of said Notice of Default and Notice of Termination when the same were mailed to or served upon Buyer, then upon written demand by Seller, Escrowee shall, after it is reasonably satisfied that said default exists and has not



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been properly cured, with reasonable dispatch deliver to Seller the Quit Claim Deed to the premises which it is holding, and Escrowee shall mark the Contract terminated and Escrowee shall endorse its signature thereon and such endorsement shall be effective to create the default, forfeiture and termination of this Contract as against the parties hereto subject to all of the provisions of Paragraph 21 and to the provision that Seller shall not be entitled to remedies other than those specified in this Contract.

C. On the delivery of the Warranty Deed and Quit Claim Deed or documents in accordance with the provisions of Sub-raragraphs A or B above and in accordance with the terms of Paragraphs 21 and 28, the Escrowee shall be released from any and all charges, obligations, duties, claims or liabilities of any kind whatsoever by reason of it having acted as such Escrowee. The Seller and Buyer shall share equally any costs and fees of the escrowee for time and money consumed and spent in the execution of this escrow.

SELLER:		BUYER:
Edward	Saml.	Peter J Parisi
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