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## ARTICLES OF AGREEMENT FOR WARRANTY DEED

THIS AGREEMENT made this 4th day of November, 1989, by and between EMMETT R. CUSACK and ESTELLE R. CUSACK (hereinafter referred to as the "Seller") and REYNA R. HERNANDEZ (hereinafter referred to as the "Purchaser"); and FLORINDA R. HERNANDEZ

WITNESSETH:

1. That if the Purchaser shall make the payments and perform the covenants hereinafter mentioned on his part to be made and performed, the said Seller hereby covenants and agrees to cause to be conveyed to said Purchaser in fee simple, with release of dower and homestead rights, free and clear of all encumbrances whatsoever except as hereinafter stated by a good and sufficient Warranty Deed, the following described real estate situated in the City of Chicago, County of Cook and State of Illinois, to wit:

Lot 11 in Heacock's Subdivision of the West Half of Block 1, of Laughton & Rice's Subdivision of the west Half of the North west 1/4 of Section 30, Township 39 North, Range 14, East of the Third Principal Meridian, commonly known as: 2259 West Cermak Road, Chicago, Illinois PIN Number 17-30-102-001

2. The Sellers and Purchaser agree that the property is currently encumbered by existing real estate tax forfeitures for the years 1982, 1987, 1988 and Illinois Revenue liens listed in exceptions 3 through 14 on Schedule B of Capital Title commitment number S1217723M. The Sellers hereby warrant that these encumbrances will be paid, cleared and removed so that free and clear title may be given to Purchaser on the date of the last installment due herein. The Seller further agrees to hold harmless and indemnify Purchaser against and from all claims, causes of action and damages and from any amounts due under the existing real estate tax forfeitures and Illinois Revenue liens as specified in this paragraph.

3. Sellers shall notify the holder of the Trust Deed that in the event of default by Seller, the holder of the Trust Deed shall notify Purchaser of the default by Sellers and the Purchaser shall then have the option of paying the said holder any and all payments in default and Purchaser shall deduct the amount of these payments from the installments due Sellers. Purchaser shall likewise have the option of paying the tax forfeitures and revenue liens in the event of default by Sellers and said payments shall be deducted from the Installments due Sellers.

4. At reasonable intervals, Seller shall provide Purchaser with evidence of payments to holder of Trust Deed to the Cook County Collector's office for the real estate tax forfeitures and to the Illinois Department of Revenue for the revenue liens outstanding.

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5. The Purchaser agrees to purchase the property at a purchase price of NINETY THOUSAND AND 00/100 (\$90,000.00) Dollars, payable in the following manner:

- a. FIFTEEN THOUSAND and 00/100 (\$15,000.00) Dollars upon execution hereof, receipt whereof is hereby acknowledge by the Seller.
- b. The balance of SEVENTY-FIVE THOUSAND and 00/100 (\$75,000.00) Dollars with interest beginning December 1, 1989 at a rate of eleven percent (11%) per anum on the principal balance remaining from time to time unpaid shall be be payable in equal month installments as follows:  
EIGHT HUNDRED and FIFTY TWO AND 45/100 (\$852.45) Dollars or more, on the first day of December 1989 and for each month thereafter with a final payment of principal and interest if not sooner paid, due on the 1st day of December 2004.
- c. That in addition to the payment above specified, the Purchaser shall pay monthly to the Seller as Escrowee, ONE TWELFTH (1/12th), the annual real estate, and ONE TWELFTH (1/12th) the annual hazard insurance premium, prorated annually, based on the previous years assessment.
- d. The Purchaser reserve the right to prepay the indebtedness at any time without penalty.
- e. Anything herein contained to the contrary notwithstanding, the Seller may apply the proceeds of any payment made by the Purchaser to the payment of unpaid real estate taxes, unpaid premiums on insurance covering the above-described premises or toward any other indebtedness due and payable hereunderbefore applying the same to the payment of principal due and payable as above provided.
- f. Any payment not post-marked within 15 days of its due date shall be assessed a late payment charge of 4% of said payment per month until paid.

All payments made by the Purchasers hereunder shall be made to the Seller, EMMETT R. CUSACK, and ESTELLE R. CUSACK, or at such other place as the Seller may from time to time in writing so designate.

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Until the final payment of principal and interest is made by the Purchaser, the Seller shall have the right to keep the property encumbered only by the first mortgage.

Seller shall make all payments as required by said mortgages and otherwise perform all obligations required thereunder.

Seller shall submit to the Purchaser receipt of payments on said mortgages as Purchaser shall from time to time reasonably request.

If Seller fails to make the payments when due on said mortgage, the Purchaser may make said payments on Seller's behalf and accordingly deduct said sums from the monthly payments due hereunder.

6. The Seller shall pay the real estate taxes levied against the said premises for the year 1988. Purchaser shall be responsible for the real estate levied and assessed against the Real Estate for the year 1989, prorated from the first of the year to closing and subsequent years. Parties further agree to re-prorate 1988 and 1989 Real Estate taxes upon said bills issuance.

Purchaser shall cause said taxes to be paid by depositing with sellers monthly one - twelfth the annual real estate taxes as said amount is from time to time determined. When a tax bill issued, Seller shall pay said bill out of the escrow funds so deposited and provide Purchaser with a paid receipt thereof.

Should there be insufficient funds deposited in escrow to pay a tax bill when due, Purchaser shall pay into the escrow the additional funds needed to allow for the payment.

7. The Purchasers shall keep the buildings at all time insured at Purchaser's expense against loss or damage by fire, with extended coverage in an

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amount at least equal to the amount remaining unpaid under this Agreement; said insurance to be carried in a good and responsible insurance company acceptable to the Seller. Said policy shall contain a mortgage clause to the Sellers first mortgage holder and loss payable clause to the Seller.

8. The purchaser covenants and agree that they will not use or permit any person to use said above described premises or any building or improvement at any time situated thereon, or any part of said building or improvements, for any use or purpose in violation of the laws of the United State of America, the State of Illinois, or ordinances or regulations of the City of Chicago, or any department thereof, or any other lawful authorities or owners association, to which said real estate is subject, and that until the entire purchase price shall be fully paid and this contract fully performed by the Purchasers, that they will put and keep the buildings and improvements at any time situated on said above described premises in a safe, tenantable and good condition, order and repair, and will save and keep harmless the Sellers and said above-described premises from and against all liens or claims for lien for material or labor, or both, and will not permit or suffer any liens to arise or accure against said premises or the Sellers or the interest of the Purchaser under this agreement and will not suffer or permit any waste or to said premises, nor to do or permit to be done, anything to diminish the value thereof, and the Purchaser further covenants and agrees to save, protect and keep harmless the Seller against any loss, damage, cost or expense, by reason of any accident, loss or damage resulting to person or property by reason of any use which may be made of said premises or of any improvements at any time situated thereon, or by reason of any use which may be made of said premises or of any improvements at any time situated thereon, or by reason of or accruing out of any act or thing done or omitted to be done upon the said premises or any building at any time situated thereon.

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9. Purchaser will not suffer not permit any mechanics' or other liens to accrue or attach to said premises, or Seller's interest therein. Purchaser agrees that every contract for repairs to the erection of improvements thereon, or the alteration of said premises, or any part thereto, shall contain express, full and complete waiver or waivers (release or releases) of any kind and all liens claims or rights of lien against said property, and no contract or agreement, oral or written, shall be entered into by Purchasers for repairs, alterations or construction or improvements on said premises, unless the same contains such express waiver or release of lien or lines or claims therefore upon the part of the party or parties contracting to furnish work and labor or materials, or both, in connection therewith.

It is further made an express condition of this Agreement that no lien shall by virtue of any act of omission or commission of the part of Purchasers or anyone claiming be, through or under him, attach to said premises or the title or estate of seller therein, and any and all persons or corporations dealing with Purchasers shall be charged with notice of this condition.

10. Under no circumstances shall the Seller be obligated to keep said premises in good order, repair and condition as hereinbefore provided, or to pay any taxes, assessments or any other items which under the terms of the agreement it is the obligation of the Purchasers to pay, or to keep and maintain the insurance hereinbefore provided for, or to remove any lien or in the event of any other default by the Purchasers in the performance of any of the terms, covenants and conditions herein contained, on their part to be kept and performed, then the Seller may at his option, but without any obligation so to do and without prejudice to any of the rights of the Seller arising in consequence of such default or failure, put said premises in a safe, tenantable and good condition, order and repair, pay such taxes, assessments

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and water rates and other impositions, or redeem from any sale or forfeiture made because of the nonpayment thereof, or buy in any tax title or procure such insurance, or pay any other time which under the terms of this Agreement it is the obligation of the Purchaser to pay, and any sum so paid by the Seller for any of the purposes aforesaid, shall become so much additional purchase price and shall be immediately due and payable in addition to the payments hereinbefore provided for and shall bear interest at the rate of fifteen per cent (15%) per annum from the date of the payment thereof by the Seller, until fully repaid by the Purchaser, and in paying any such taxes or assessments or redeeming from any sale or forfeiture made because of the non-payment thereof, or in purchasing any tax title the Seller shall not be required to inquire into the validity of any such tax, assessment, sale forfeiture, tax title or lien, provided, however, that nothing herein contained shall be construed as requiring the Seller to advance or expend money for taxes, special assessments or other impositions, or for any other purpose required hereunder to be paid or provided for by the Purchasers. In case the Seller shall acquire any tax title or prior lien involving the above-mentioned property, said Seller may at his option assert said tax title or prior lien, prior to the rights of the Purchaser hereunder in the same manner as any other person or corporation, not a party thereto, might do.

11. Time shall be considered of the essence of this Agreement and of all of the provisions hereof. No delay or omission of the Seller to exercise any right or power arising from any default on the part of the Purchaser shall impair any such right or power or be construed to be a waiver of any such default or an acquiescence therein by the Seller.

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12. The Purchaser shall have possession of the premises covered hereby and he may remain in possession thereof so long as it shall not be in default in the making of any of the payments or in the keeping, performing or discharging of any of the terms, covenants and conditions by the Purchaser to be kept and performed under the terms of this Agreement, provided, however, that upon default by the Purchaser in the making of any of the payments or in the keeping of any of the terms, covenants or conditions by the Purchaser to be kept and performed under the terms of this Agreement, then the Seller at his option, provided that the Seller shall give to the Purchaser at least thirty (30) days written notice of his intention to exercise such option and that the Purchaser shall have failed to cure said default during said thirty (30) days, may:

- a. Forfeit and terminate this Agreement and declare the same null and void, or;
- b. May declare the entire balance of the purchase price hereunder, together with any unpaid interest thereon immediately due and payable, and any forthwith proceed to the collection thereof by any appropriate proceedings.

13. All notice and demands hereunder shall be in writing signed by or on behalf of the party serving the same and they may be sent by certified or registered United States mail with postage prepaid addressed:

To the Purchaser:  
2259 WEST CERMAK ROAD  
CHICAGO, ILLINOIS 60608

To the Sellers:  
2215 SOUTH OAKLEY  
CHICAGO, ILLINOIS 60608

or at such other address as any party hereto may from time to time in writing furnish to the other in the manner herein provided.

14. No assignment or transfer by the Purchaser of their interest or any part thereof in or under this Agreement shall be recognized by or binding upon the Seller unless said assignment or transfer is approved by him in writing, but no such assignment by the Purchaser of their interest under this Agreement (even with the approval of the Seller) shall in any event or under any circumstances, relieve him from his obligations hereunder, and the Purchaser shall remain primarily liable at all times and shall be and become jointly and severally liable with such assignee for the prompt and faithful performance of all of the terms, covenants, and conditions herein contained, on the part to the Purchasers to be kept and performed.

15. This Agreement shall be binding upon and insure to the benefit of the parties hereto, their respective heirs, legal representative, successors and assigns.

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16. Purchaser will maintain property so as to meet all municipal standards, and will correct any and all code violations, whenever or wherever present.

17. The Sellers agree to deposit the Deed into a Deed in escrow account and each party will pay one-half of the cost for the escrow.

18. The Sellers agree to pay for title insurance for the Purchaser at the time when the last installment is due and the deed is to be delivered to Purchaser.

19. All utility bills and expenses shall be borne by Purchaser and shall be responsible for same.

20. The following equipment and personal property will be included in this sale:

Kitchen

- 1-Refrigerator
- 2-Sinks
- 5-Tables
- 1-Fryer
- 1-Oven
- 1-Steam Table
- 1-Cash Register
- Misc. Tavern & Restaurant

Bar

- 13-Tables
- 35-Chairs
- 3-Booths
- 13-Bar Stools
- 1-Bar
- 1-Walk-in Cooler
- 2-28,000 BTU Air Conditioner
- 1-Portable Gas - Space

Heater

Supplies and Equipment

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 7th day of November, 1990 DEPT-01 RECORDING \$19.25

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COOK COUNTY RECORDER

SELLERS:

BUYERS:

\* Emmett R. Cusack  
EMMETT R. CUSACK

Reyna R. Hernandez  
REYNA R. HERNANDEZ

\* Estelle R. Cusack  
ESTELLE R. CUSACK

Florinda R. Hernandez  
FLORINDA R. HERNANDEZ

RETURN TO  
ARMANDO ALMAZAN  
3743 W. 26th ST.  
CHICAGO IL. 60623

THIS INSTRUMENT PREPARED  
BY ARMANDO ALMAZAN  
3743 W. 26th ST. CHICAGO IL. 60623

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