

# UNOFFICIAL COPY

This form has been approved by the Real Estate Law Committee of the DuPage County Bar Association for use by lawyers only.

90621516

## ARTICLES OF AGREEMENT FOR DEED

1. **BUYER:** S DARYL K. MONFILS and JULIE E. MONFILS, Address 1602 Braintree,  
Cincinnati, Ohio 45255, County State of, Ohio agrees to purchase and SELLER JAMES D.  
GROOT & SHAREN L. GROOT, his wife, Address 1104 Walnut, Western Springs, Illinois 60558  
Cook County, State of Illinois, agrees to sell to Buyer at the PURCHASE PRICE of One Hundred Thousand  
\$ 100/100 Dollars (\$ 100,000.00) the PROPERTY commonly known as Lot No. 2 at 102 S. Walota,  
LaGrange, IL, 60525 and legally described as follows:  
Lot 8 in Block 3 in Lay and Lyman's Subdivision of the West half of the Southwest  
quarter of Section 4, Township 38 North, Range 12, East of the Third Principal  
Meridian, in Cook County, Illinois.  
18-04-301-512

(hereinafter referred to as "the premises")

with approximate lot dimensions of 50 x 136 together with a

improvements and fixtures, if any.

\$15 29

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COOK COUNTY RECORDER

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All of the foregoing, if any, shall be left on the premises, are included in the sale price, and shall be transferred to the Buyer by a Bill of Sale at the time of final closing.

### 2. THE DEED:

a. If the Buyer shall first make all the payments and perform all the covenants and agreements in this agreement required to be made and performed by said Buyer, at the time and in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to Buyer on joint tenancy or his nominee, by a recordable stamped general WARRANTY deed with release of homestead rights, good title to the premises subject only to the following permitted exceptions: (a) any real estate taxes not yet due and payable, (b) special assessments, contingencies after this contract date, (c) Building, building line and use or occupancy restrictions, conditions and covenants of record, (d) zoning laws and ordinances, (e) easements for public utilities, (f) drainage ditches, feeders, laterals and drains, pipe or other conduit, (g) if the property is otherwise divided, single family home, party walls, party wall rights and agreements, covenants, conditions and restrictions of record, terms, provisions, covenants and conditions of the declaration of condominium, if any, and all amendments thereto, any easements established by or implied from the said declaration of condominium or amendments thereto, if any, limitations and conditions imposed by the Illinois Condominium Property Act, if applicable, installments of assessments due after the time of possession and easements established pursuant to the declaration of condominium.

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

### 3. INSTALLMENT PURCHASE: Buyer hereby covenants and agrees to pay to Seller at 1104 Walnut, Western Springs, IL,

or to such other person or at such other place as Seller may from time to time designate in writing, the purchase price and interest on the balance of the purchase price remaining unpaid to be taken unpaid from the date of initial closing XXXXXXXXX as payable as the manner following to wit:

(a) Buyer has paid \$ 5,000.00

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX as earnest money to be applied on the purchase price. The earnest money shall be held by ~~Sellers' Realtor~~ for the mutual benefit of the parties concerned.

(b) At the time of the initial closing, the additional sum of \$ 15,000.00, plus or minus proration, if any, as is hereinafter provided.

(c) The balance of the purchase price, to wit \$ 80,000.00, to be paid in ONE (1) payment of, with interest having been already included in said payment, Ninety-Six Thousand Dollars (\$96,000.00),

(d) The final payment of the purchase price and all accrued but unpaid interest and other charges as hereinafter provided, if not sooner paid shall be due on the 1st day of December 19 92.

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

4. CLOSINGS: The "initial closing" shall occur on December 13, 19 90, or on the date, if any, to which said date is extended by reason of subparagraph 8(b) at Purchaser's Attorney's office. "Final closing" shall occur if and when all covenants and conditions herein to be performed by Buyer have been so performed.

5. POSSESSION: Possession shall be granted to Buyer XXXXXXXX on December 13, 19 90, provided that the full down payment minus net prorations due in favor of Buyer, if any, has been paid to Seller in cash or by cashier's or certified check on the initial closing date, and further provided that Buyer on such initial closing date is otherwise not in default hereunder.

### 6. PRIOR MORTGAGES:

(a) Seller reserves the right to keep or place a mortgage or trust deed (a "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 fee 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 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 reason to believe a default may exist, exhibit to Buyer receipts for payments made to the holders of any indebtedness secured by any such prior mortgage.

(c) In the event Seller shall fail to make any payment on the indebtedness 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 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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(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 trust fees and recording cost resulting thereby.

**30. RECORDING:** The parties shall record this Agreement or a memorandum thereof at Buyer's expense.

**31. RIDERS:** The provision contained in any rider attached hereto are and for all purposes shall be deemed to be part of this Agreement as though herein fully set forth.

**32. CAPTIONS AND PRONOUNS:** The captions and headings of the various sections or paragraphs of this Agreement are for convenience only, and are not to be construed as defining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

**33. PROVISIONS SEVERABLE:** The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

**34. BINDING ON HEIRS, TIME OF ESSENCE:** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Seller and Buyer. Time is of the essence in this Agreement.

**35. JOINT AND SEVERAL OBLIGATIONS:** The obligations of two or more persons designated as Seller or Buyer in this Agreement shall be joint and several, and in such case each hereby authorizes the other or others of the same designation as his or her attorney-in-fact to do or perform any act or agreement with respect to this Agreement or the premises.

**36. NOT BINDING UNTIL SIGNED:** A duplicate original of this Agreement duly executed by the Seller and his spouse if any, or if Seller is a trustee, then by said trustee and the beneficiaries of the Trust shall be delivered to the Buyer or his attorney on or before December 19, 1990; 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 BROKERS:** Seller and Buyer represent and warrant that no real estate brokers were involved in this transaction other than Coldwell Banker  
and \_\_\_\_\_

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 WHEREOF, the parties hereto have hereunto set their hands and seals this 13th day of December 1990

**SELLERS**

JAMES D. GROOT

Sharen L. Groot

This instrument prepared by SHAREN L. GROOT

KEVIN J. KAREY

1415 W. 55th St., Ste. 201, LaGrange, IL

STATE OF ILLINOIS

COUNTY OF Cook SS

**BUYERS**

Daryl K. Monfils

Julie E. Monfils

Kevin J. Karet

Sharen Groot

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAMES D. GROOT & SHAREN L. GROOT personally known to me to be the same person, whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this 13th day of December 1990

OFFICIAL

KEVIN J.

KEVIN J. KAREY Notary Public

Commission expires November 9, 1994

STATE OF ILLINOIS

COUNTY OF Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DARLY K. MONFILS & JULIE E. MONFILS personally known to me to be the same person, whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they 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 13th day of December 1990

OFFICIAL

KEVIN J. KAREY Notary Public

Commission expires November 9, 1994

STATE OF ILLINOIS

COUNTY OF Cook

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_ 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 \_\_\_\_\_ Vice President and \_\_\_\_\_

Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and the said \_\_\_\_\_ Secretary then and there acknowledged that he, as custodian of the corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_

Commission expires \_\_\_\_\_

Notary Public

Beth, Akira - Assoc  
9/12 Rec'd in St.  
Conveyors Broad. St. 6/9/94

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66. In the present case, the judge held that the terms of this agreement as held in the previous section were reasonable and fair.

29. TITLE IN TRUST;

Any local or state agency or solid waste disposal facility may request to file a waiver of the requirements of this section.

Consequently, the results of the present study indicate that the use of the *in vitro* model to predict the effect of a drug on the absorption of another drug may be misleading.

**27. ASSIGNMENT:** The Recipient shall not transfer, pledge or assign this Agreement to any other person without the prior written consent of the Sender.

**32. SELLERS ACCESS** Seller may make or cause to be made reasonable demands upon the Purchaser and Impairment of the Purchaser's business shall give Seller a right to require payment in full of the Purchase Price plus interest at the rate of twelve percent (12%) per annum from the date of demand.

**12. NOTICE** The Company reserves the right to cancel or amend any tender or bid if it is found that the bidder has not made a valid tender or bid or has failed to observe any condition of the tender or bid.

22  
The US Office of the Comptroller of the Currency has issued a new guidance document on the use of data mining and data warehousing. The document, titled "Data Mining and Data Warehousing: A Guide for Banks," provides banks with best practices for using data mining and data warehousing to improve their risk management and operational efficiency.

221  
The following table gives the number of deaths from all causes in each county of the State during the year 1900, and the percentage of the population of each county which died during the year.

The additional cost can only be borne by the government. This will assist in some of the impediments, and difficulties which are due to the implementation of the new law.

After a few days of being unable to move, I was able to get up and walk around again. I still had trouble breathing and my heart was racing, but I was alive and that was all that mattered. I knew I had to get help, so I called my doctor and explained what had happened. He told me to go to the emergency room immediately.

**2. PERFORMANCE** *Performance is the ability to produce results that meet or exceed expectations.*

congratulate members and supporters of your club on their success in the competition, and to thank them for their hard work and dedication. The trophy can be displayed prominently in your club's premises as a symbol of your club's achievement.

do business shall not suffer or prevent the manufacturer from making a reasonable profit, and the distributor shall conform to the demands addressed to any and all dealers shall conform to the demands addressed to the original distributor.

The solid without boards or other material to support it is called a **free standing** or **free standing** structure.

Based on the above information, please provide the following details of the proposed project.

THE BOSTONIAN AND NEW ENGLANDER, NOVEMBER 1, 1861.

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particulars of any improvements theron, including the date of construction, cost of construction, and the name of the architect or engineer who designed the same.

12. **TAXES AND CHARGES:** It shall be the Buyer's obligation to pay taxes and special assessments due and to furnish seller with the amounts of double tax payments of insurance that shall be applied to the unpaid balance of purchase price.

13. **IMPROVEMENTS:** To the extent that the Buyer shall make any improvement to the property shall be paid by the Buyer the amount of taxes and special assessments due and to furnish seller with the amounts of such improvements, when the same are made at the expense of the Buyer.

14. **LOSS OR DAMAGE:** In case of loss or damage to such improvements, whether bought or otherwise, the Buyer shall pay the amount of proceeds when due.

15. **INSURANCE:** The Buyer shall pay the insurance premiums and the insurance company will be liable to the Buyer for the amount of such premiums.

16. **BUYER TO MAINTAIN:** Buyer shall keep the improvements on premises and the fixtures and equipment in good repair and condition as long as he owns the same.

17. **SELLER'S REPRESENTATION:** Seller represents and warrants that he has no knowledge of any facts which would cause him to believe that the property is subject to any encumbrance or claim of any kind, except as set forth in the Agreement of Sale.

18. **TERMINATION:** This Agreement to Purchase and Sale of Real Estate shall terminate if either party fails to perform any of the terms and conditions hereof, and the other party may cancel the same by giving written notice to the non-complying party.

19. **SCREW CLOSING:** At the time of closing the title documents, each party shall be entitled to receive a credit for the amount of the principal balance due through escrow. The cost of title examination and recording of deeds, taxes, bonds, stamps and fees, shall be paid by the Buyer to the title company.

20. **PRORATIONS:** Interest on principal from the date of closing until the date of final closing, shall be prorated pro rata of the time between the date of final closing and the date of recordation of the title.

21. **HOMEOWNER ASSOCIATION:** The Buyer shall comply with all covenants, restrictions and conditions contained in the declaration of homeownership, bylaws, rules and regulations of the homeowner association, as well as the rules and regulations of any condominium or cooperative association.

22. **AFFIDAVIT OF TITLE:** Seller shall furnish the Buyer a copy of the affidavit of title to the property, and the Buyer shall furnish the Seller a copy of his affidavit of title to the property.

23. **LIEN:** The Buyer shall not be liable for any liens or charges against the property, and the Seller shall not be liable for any liens or charges against the property.

24. **DISPUTES:** Any dispute arising out of or relating to this Agreement shall be referred to arbitration in accordance with the rules of the American Arbitration Association, and the decision of the arbitrator shall be final and binding on both parties.

25. **GENERAL:** This Agreement shall be construed in accordance with the laws of the State of Florida, and the parties hereto agree to submit to the jurisdiction of the Courts of the State of Florida.

26. **WITNESS:** I, the undersigned, do hereby witness and declare that the above instrument was executed in my presence and in the presence of the other party to this instrument, and that the same was executed by him/her in his/her presence.