

# UNOFFICIAL COPY

30627913

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

## ARTICLES OF AGREEMENT FOR DEED

I, BUYER, David Laskowski & Kathleen M. Laskowski Address 5728 W. 90th Place  
Daklawn Cook County, State of Illinois agrees to purchase, and SELLER, D. E. O'Malley,  
Agent for First National Bank of Evergreen Address 12540 Holiday Dr., Alsip, IL 60658  
Park Trust #7901 Cook County, State of Illinois agrees to sell to Buyer at the PURCHASE PRICE of One Hundred Sixty Five  
Thousand Dollars (\$ 165,000.00 ) the PROPERTY commonly known as Unit E, 10442 W. 163rd Pl.,  
Orland Park, Illinois and legally described as follows:

UNIT E IN APPLE KNOLL INDUSTRIAL CONDOMINIUM #1 AS SET FORTH ON SURVEY OF THE FOLLOWING DESCRIBED PROPERTY: LOTS 19 AND 20 IN APPLE KNOLL INDUSTRIAL PARK UNIT #3, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 13, 1989 AS DOCUMENT 89-163448 IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO DECLARATION OF CONDOMINIUM MADE BY FIRST NATIONAL BANK OF EVERGREEN PARK TRUST #7901 RECORDED SEPTEMBER 21, 1990 AS DOCUMENT 90-461097 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS DEFINED AND SET FORTH IN SAID DECLARATION, ALL IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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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 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 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.

35. JOINT AND SEVERAL OBLIGATIONS: The obligations of two or more persons designated "Seller" or "Buyer" in this Agreement shall be joint and several, and in such case each hereby authorizes the other or others of the same designation as his or her attorney-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 October 31, 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 BROKER: Seller and Buyer represent and warrant that no real estate brokers were involved in this transaction other than

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 OF, the parties hereto have hereunto set their hands and seals this 31st day of October 1990

SELLER: [Signature]  
D. E. O'Malley, Agent for FIRST NATIONAL BANK OF EVERGREEN PARK TRUST # 011

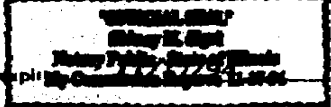
BUYER: [Signature]  
David and Kathleen M. Laskowski

This instrument prepared by  
Sidney M. Sigel  
12540 Holiday Dr., Unit A, Alsip, IL 60358

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that D. E. O'Malley personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal this 31st day of October, 1990.

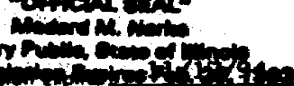


[Signature]  
Notary Public

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David Laskowski and Kathleen M. Laskowski personally known to me to be the same persons 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 31st day of October, 1990.



[Signature]  
Notary Public

STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ ) SS

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do

hereby certify that \_\_\_\_\_

Vice President of \_\_\_\_\_ 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 \_\_\_\_\_

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

90627913  
MAIL TO  
TIVAN

MEDARD M. MARKO & ASSOCIATES  
ATTORNEYS AT LAW  
1000 SOUTH CECERO  
OAK FORD, ILLINOIS 60451  
(708) 687-5600

Mail to:

16/05

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 stated and shown in the plan, and all easements, rights, and building lines, (in the event the premises is a condominium) shall be shown on the plan, and a copy of the plan shall be attached to the Deed.

(c) In the event Seller shall fail to make any payment on the indebtedness secured by a prior mortgage or shall violate or permit there to be any other breach of the terms of any independent or prior mortgage, Buyer shall have the right, but not the obligation, to make such payments or cure such delays and to offset the amount so paid or expended including all incidental costs, expenses and attorney's fees against the amount due to 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.

(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 holder of any indebtedness secured by any such prior mortgage.

(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 that 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 or otherwise be in conflict with the terms and provisions of this Agreement, nor shall such mortgage provided for under this Agreement, or otherwise be in conflict with the terms and provisions of this Agreement, excepting that or trust deed in any way restrict the right of prepayment, if any, given to Buyer under this Agreement.

6. PRIOR MORTGAGES: 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 that not the notes secured thereby.

5. POSSESSION: Possession shall be granted to Buyer at 12:01 A.M. on closing day, and further provided that Buyer on such initial closing date is otherwise not in default hereunder. 90627913

4. CLOSINGS: The "initial closing" shall occur on October 31, 1990, (or on the date, if any, to which said date is extended by reason of subparagraph (b) at Alsb, Illinois, if and when all covenants and conditions herein to be performed by Buyer have been to performed.

(f) 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 are due on the date of this Agreement; and fourth, to reduce said unpaid principal balance of the purchase price.

(e) 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 October, 2000.

(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 November, 1990, and on the 1st day of each month thereafter until the purchase price is paid in full ("installment payments").

(c) The balance of the purchase price, to wit: \$145,000.00, to be paid in equal monthly installments of \$1,496.67 each, commencing on the 1st day of November, 1990, plus or minus prorations, if any, as hereinafter provided.

(b) At the time of the initial closing, the additional sum of \$15,000.00, plus or minus prorations, if any, as hereinafter provided, money to be applied on the purchase price. The earnest money shall be held by J. E. O'Malley, Ltd.

(a) Buyer has paid \$5,000.00 the rate of eleven percent (11%) of the purchase price and interest on the balance of the purchase price remaining from time to time unpaid from the date of initial closing at

3. INSTALLMENT PURCHASE: Buyer hereby covenants and agrees to pay to Seller at 2540 Holiday Dr., Alsb, IL

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 (in joint tenancy) or his nominee, by a recordable, stamped general "Trustee's" deed with release of humanitral rights, good title to the premises, subject only to the following "permitted exceptions," if any: (a) general real estate taxes not yet due and payable; (b) special assessments levied after this contract date; (c) Building, building and use of occupancy restrictions, conditions and covenants of record; (d) Zoning laws and ordinances; (e) Easements for public utilities; (f) Drainage ditches, ditches, lateral and drain tile, pipe or other conduits; (g) If the property is other than a detached, single-family home; party walls, party 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.

All of the foregoing covenants 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 (in joint tenancy) or his nominee, by a recordable, stamped general "Trustee's" deed with release of humanitral rights, good title to the premises, subject only to the following "permitted exceptions," if any: (a) general real estate taxes not yet due and payable; (b) special assessments levied after this contract date; (c) Building, building and use of occupancy restrictions, conditions and covenants of record; (d) Zoning laws and ordinances; (e) Easements for public utilities; (f) Drainage ditches, ditches, lateral and drain tile, pipe or other conduits; (g) If the property is other than a detached, single-family home; party walls, party 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.

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90627913

PIN 27-20-471-020-0000  
#8920 # 0-70-027913  
1#7777 TRAIL 3892 12/28/90 02:57:00  
COOK COUNTY RECORDS

90627913

EC06906E

# UNOFFICIAL COPY

Commission Expires

Mail to:

EDWARD M. MANNING & ASSOCIATES  
ATTORNEYS AT LAW  
11500 SOUTH OAKWOOD  
OAK FOREST, ILLINOIS 60454  
(708) 687-6500

30627913



Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
the corporation, did affix the corporate seal of said corporation, for the uses and purposes therein set forth.  
the said \_\_\_\_\_ Secretary then and there acknowledged that he, as custodian of  
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, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as  
and \_\_\_\_\_ Vice President and  
who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such  
Secretary of said corporation  
and \_\_\_\_\_ Vice President of  
hereby certify that \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do

STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_

Given under my hand and official seal, this 31st day of October, 1990,  
the said instrument as a free and voluntary act, for the uses and purposes therein set forth.  
personally known to me to be the same person \_\_\_\_\_ whose name is  
subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that \_\_\_\_\_, sealed and delivered  
Kathleen M. Laszkowski  
and \_\_\_\_\_ personally known to me to be the same persons whose names are  
Secretary of said corporation  
and \_\_\_\_\_ Vice President of  
hereby certify that \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do

STATE OF ILLINOIS  
COUNTY OF COOK

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D. E. O'Malley  
and \_\_\_\_\_ personally known to me to be the same persons whose names are  
Secretary of said corporation  
and \_\_\_\_\_ Vice President of  
hereby certify that \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do

STATE OF ILLINOIS  
COUNTY OF COOK

12540 Holiday Dr., Unit A, Alsip, IL 60658  
Sidney M. Stigel  
This instrument prepared by  
Bank of Evergreen Park Trust, #7901  
D. E. O'Malley, Agent for First National  
SELLER

October 31, 1990  
IN WITNESS OF, the parties herein have hereunto set their hands and seals this  
31st day of  
BUYER  
Kathleen M. Laszkowski  
D. E. O'Malley, Notary Public

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.

and

17. REAL ESTATE BROKER: Seller and Buyer represent and warrant that no real estate brokers were involved in this transaction other than  
the estate of \_\_\_\_\_, if any, shall be referred to the Buyer.

16. NOT BINDING UNTIL SIGNED: A duplicate original of this Agreement shall be delivered to the Buyer 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  
October 31, 1990; otherwise at the Buyer's option this Agreement shall become null and void and

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 attorney-in-fact to  
do or perform any act or agreement with respect to this Agreement or the premises.

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

13. 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.

12. CAPTIONS AND PROVISIONS: 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.

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

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

9. RIGHTS: The beneficiary or beneficiaries of and the person or persons with the power to direct the Trust 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 Trust jointly and severally agree to direct the Trustee to perform such obligations and such  
duties as such persons or the beneficiaries may not under the terms of the Trust Agreement do or perform themselves directly.

8. (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 2 with Buyer paying all trust fees and recording cost resulting thereby.

7. (b) The beneficiary or beneficiaries of and the person or persons with the power to direct the Trust 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 Trust jointly and severally agree to direct the Trustee to perform such obligations and such  
duties as such persons or the beneficiaries may not under the terms of the Trust Agreement do or perform themselves directly.

