

90291843

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ARTICLES OF AGREEMENT FOR DEED

359911

1. BUYER: MICHAEL WESOLOWSKI Address: 5329 N. Laramie, Chicago, IL 60630
 Chicago, IL 606 Cook County, State of Illinois agrees to purchase, and SELLER, LaSalle National Bank
 by ALBERT J. THAL, sole beneficiary Address: 4748 N. Kedvale, Chicago, IL 60630
 County, State of _____ agrees to sell to Buyer at the PURCHASE PRICE of One Hundred Twelve Thousand
 Dollars (\$ 112,000.00) the PROPERTY commonly known as 2716 N. Western, Chicago,
Illinois, 60647 and legally described as follows:

Lot 18 in Block 32 in Albert Crosby and Others Subdivision of the East
 1/4 of the Southeast 1/4 of Section 25, Township 40 North, Range 13, East of the Third
 Principal Meridian, (except that part thereof lying East of a line 50 feet west
 of and parallel to the east line of said section conveyed to the City of Chicago
 by Quit Claim deed dated May 11, 1928 and Recorded 6/15/28 as doc. #10058122, in Cook County,
 Illinois. (hereinafter referred to as "the premises")

with approximate lot dimensions of 25' x 108' together 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 TV antenna; all planted vegetation; garage door openers and car units; and the following items of personal property:

DEPT-01 RECORDING \$17.25
 TM444 TRAN 5116 06/21/90 10:31:00
 #1221 # D *-90-294843
 COOK COUNTY RECORDER

All of the foregoing items 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 homestead
 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 conferred after this contract date; (c) Building, building line and use of occupancy restrictions, condi-
 tions and covenants of record; (d) Zoning laws 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-family home, party walls, party wall rights and agree-
 ments; 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 4748 N. Kedvale, Chicago, IL 60630.

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 from time to time unpaid from the date of initial closing at
 the rate of TEN percent (10%) per annum, all payable in the manner following to wit:

(a) Buyer has paid \$ _____
 (Indicate check and/or note and due date) (and will pay within _____ days (the additional sum of \$ _____) as earnest
 money to be applied on the purchase price. The earnest money shall be held by _____
 for the mutual benefit of the parties concerned;

(b) At the time of the initial closing, the ~~amount of~~ sum of \$ 8,000.00, plus or minus prorations, if any, as is hereinafter provided.

(c) The balance of the purchase price, to wit: \$ 104,000.00 to be paid in equal
one month monthly installments of \$ 912.67 each, commencing on the
day of 19, and on the same day of each month thereafter until the purchase price is paid in full
 ("Installment payments");

(d) The final payment of the purchase price and all accrued but unpaid interest and other charges as herein provided, if not sooner
 paid shall be due on the day of ten years after initial closing.

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

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

4. CLOSINGS: The "initial closing" shall occur on May 9, 1990, (or on the date, if any, to which said date is
 extended by reason of subparagraph 8 (b) at seller'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 at initial closing, 1990, 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 ("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
 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 ex-
 ist, 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 attor-
 ney'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 sur-
 veyor, 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 Declara-
 tion of Condominium shall be required.) Survey dated 2/11/77, by Dean R. Crouse & Assoc., given
 to buyer on date hereof and buyer takes subject to any encroachments thereon.

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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. **SEE RIDER ATTACHED HERETO.**

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

_____, 19____; 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

NONE - no broker involved.
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 herein have hereunto set their hands and seals this 18th day of April, 19 90

SELLER: Albert J. Thal

BUYER: Michael J. Wesolowski

LASALLE NATIONAL BANK, as trustee,

MICHAEL WESOLOWSKI

u/t/a #4215, by Albert J. Thal, sole beneficiary.

This instrument prepared by
JOHN J. LAG
218 N. Jefferson, #101
Chicago, Il. 60606
STATE OF ILLINOIS)
COUNTY OF) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MICHAEL WESOLOWSKI & ALBERT J. THAL personally known to me to be the same person S whose name S 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 18th day of April, 19 90
" OFFICIAL SEAL "
JOHN J. LAG
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/27/92
Commission expires _____
STATE OF ILLINOIS)
COUNTY OF) SS

Michael J. Wesolowski
Notary Public

Mail to:
DON CAERILLO
218 N. Jefferson
Ste 201
Chicago, Ill.
60606

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that _____ 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 _____ day of _____, 19____.

Notary Public

Commission expires _____
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____.

Notary Public

Commission expires _____
Notary Public

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CONTRACT RIDER

RIDER ATTACHED TO AND MADE PART OF A CERTAIN REAL ESTATE SALE CONTRACT DESCRIBED AS FOLLOWS: Articles of Agreement for Deed.

DATED: April 18, 1990

SELLER: ALBERT J. THAL.

PURCHASER: MICHAEL WESOLOWSKI.

PROPERTY: 2716 N. Western, Chicago, Il. 60647.

PURCHASE PRICE: \$112,000.00

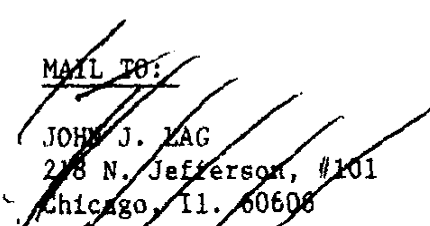
SELLER AND PURCHASER HEREBY AGREE AS FOLLOWS:

1. Buyer acknowledges that seller has tendered copies of building violation notices, dated 1/24/85 (2), 5/27/85 and 7/24/85, and a copy of the Building violation suit, 78 CH 52811, complaint. Buyer accepts the condition of the property and takes same in AS IS CONDITION.
2. Buyer shall make all insurance payments and real estate tax payments due after initial closing and shall promptly exhibit paid receipts therefor to seller.
3. Real estate taxes to be pro-rated at final closing
4. At initial closing, final closing documents, including, Direction to Convey, Affidavit of Title, Bill of Sale, Illinois, Cook County and Chicago Transfer Declarations, shall be executed and deposited with seller's attorney, John J. Lag, as escrowee, and which shall be delivered to buyer when he has completed all obligations hereunder at final closing.
5. This contract is subject to buyer's attorney's approval within 4 business days from date hereof.


ALBERT J. THAL


MICHAEL WESOLOWSKI

MAIL TO:


JOHN J. LAG
218 N. Jefferson, #101
Chicago, Il. 60608

address of property: 2716 N. Western, Chicago, Il. 60647
P.I.N. 13-25-407-038.

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11/17/2010

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2nd CONTRACT RIDER 0 2 9 4 3 4 3

RIDER ATTACHED TO AND MADE PART OF A CERTAIN REAL ESTATE SALE CONTRACT DESCRIBED AS FOLLOWS:

DATED: April 18, 1990

SELLER: Albert J. Thal

PURCHASER: Michael Wesolowski

PROPERTY: 2716 N. Western, Chicago, Il. 60647.

PURCHASE PRICE: \$112,000.00

Notwithstanding anything contained in the Articles or Rider to the contrary, SELLER AND PURCHASER HEREBY AGREE AS FOLLOWS:

1. The initial closing date is June 7, 1990.
2. Buyer shall obtain a final water reading and seller shall pay any amounts due and owing through date of closing.
3. Seller shall pay the 1989 2nd real estate tax bill and buyer shall pay all subsequent tax bills. 1990 real estate taxes shall be prorated when final 1990 bill is issued.
4. Seller shall provide a new roof and new gutters to the front building within 30 days from date of initial closing.
5. Seller represents that there are no pending building violation cases to his knowledge.


ALBERT J. THAL


MICHAEL WESOLOWSKI

MAIL TO:

Debra R. Lester
540 S. Anita St.

Des Plaines, IL

Chicago, Illinois 60608
4-AD-687 (STC)

60016

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LAW OFFICES OF
DON CARRILLO
215 North Jefferson Street - Suite 101
Chicago, Illinois 60608
(312) 893-6484