

ARTICLES OF AGREEMENT FOR DEED

1. BUYERS: Jerry Marsh and Stacy Marsh, his wife,
Address: 323 W. Glade St., Palatine, Il. 60067,
hereby agree to purchase, and

SELLER: Joseph Curtan and Joanne Curtan, his wife,
Address: 1264 S. Smith St., Palatine, Il. 60087,
agree to sell, at a

DEPT OF RECORDING \$26.50
14444 TRAN 9768 08/15/90 10:33:00
#5552 + D *--90-397656
COOK COUNTY RECORDER

PURCHASE PRICE of One Hundred Thirteen Thousand and
no/100 (\$113,000.00) Dollars, the

PROPERTY, commonly known as 323 W. Glade Street,
Palatine, Il., and legally described as follows:

Lot 8 in Block 32 in Arthur T. McIntosh and Company's
Plum Grove Road Development being a subdivision of
parts of Sections 22 and 23. Township 42 North, Range
10, East of the Third Principal Meridian, in Cook
County, Illinois,

Property Address 323 W. Glade St. Palatine, Il.
Tax I. D. No. 02-22-404-008-0000 60067

(hereinafter referred to as "the premises" with the
approximate dimensions 60' x 149.25' together with all of the
improvements and fixtures, if any, including but not limited
to: all central heating, plumbing, and electrical systems and
equipment; hot water heater; central cooling; humidifying and
filtering equipment; fixed carpeting; built-in kitchen
appliances, equipment, and cabinets; water softener; existing
storm and screen windows and doors; attached shutters, shelving,
roof or attic t.v. antenna; all planted vegetation; garage door
opener(s) and car unit(s); stove and refrigerator, all "as is" -
no exceptions.

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 the final closing.

2. THE DEED. a. If the buyers shall first make all the
payments and perform all the covenants and agreements
in this agreement required to be made and performed by buyers,
at the time and in the manner hereinafter set forth, Sellers
shall convey or cause to be conveyed to buyers (individually) or
their nominee, by a recordable stamped general Warranty Deed,
good title to the premises subject only to the following

14871
ATTORNEY SERVICES #

26.00
mail

-90-397656

UNOFFICIAL COPY

9 3 9 7 4 5 6

"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 and occupancy restrictions, conditions, 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 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 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 buyers shall be a condition precedent to sellers' obligation to deliver the aforesaid deed.

3. INSTALLMENT PURCHASE. Buyers hereby covenant and agree to pay to Sellers at the office of Joseph Curtan and Joanne Curtan, as joint tenants, with right of survivorship, 1264 S. Smith St., Palatine, Illinois, 60067 or to such other person or at such other place as sellers 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 Eleven percent (11%) per annum all payable in the following manner:

(a) Buyers have paid \$1,000.00 (by security deposit with existing lease), and will pay at the initial closing the additional sum of \$2,000.00 as earnest money to be applied on the purchase price.

(b) At the time of the initial closing, the additional sum of \$0 by assumption of the outstanding mortgage balance;

(c) The remaining balance of the purchase price, to-wit: One Hundred Ten Thousand and no/100 (\$110,000.00) Dollars, plus or minus prorations, if any, shall be paid as follows: \$1,047.56 on August 30, 1990, and \$1,047.56, or more on the 30th day of each month thereafter, until the entire balance due hereunder is paid in full; buyer shall have no right to prepay principal in whole or in part at any time during the first 5 years after the date of this Agreement, without sellers' previous written consent;

(d) In addition to the payment of principal and interest as above provided for, Buyers shall pay 1/12th of the estimated annual real estate taxes and 1/12th of the estimated annual insurance premiums, as hereinafter provided;

(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 subsequent to the date of this agreement may become a lien on

90397656

UNOFFICIAL COPY

the premises; Third, to pay insurance premiums falling due after the date of this agreement (unless Buyers furnish evidence of payment); and Fourth, to reduce said unpaid principal balance of the purchase price;

(f) Payments of principal and interest to sellers shall be received not in tenancy in common, but in joint tenancy with right of survivorship;

(g) Buyers shall have no right to prepay, in whole or in part, during the first 5 years after the date of this agreement, without sellers' previous written consent.

4. CLOSINGS. The "initial closing" shall occur on July 30, 1990, (or on the date, if any, to which said date is extended by reason of subparagraph 8(b) hereof at 3:00 P. M. in the office of E. P. Cremerius, 1 E. Northwest Hwy, Palatine, Il.

"Final Closing" shall occur if and when all covenants and conditions herein to be performed by buyers have been performed.

5. POSSESSION. Possession shall be granted to buyers at 12:01 A. M. on the day of closing, provided that the full downpayment minus net prorations due in favor of buyers, if any, has been paid to sellers in cash or by cashier's or certified check on the initial closing date, and further provided that buyers on such initial closing date is otherwise not in default hereunder.

6. PRIOR MORTGAGES. (a) Sellers reserve 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 the time under this agreement, the lien of which prior mortgage shall, at all times notwithstanding this agreement is recorded, be prior to the interest that buyers may have in the premises, and buyers expressly agree upon demand to execute and acknowledge together with sellers 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 buyers under this agreement. (b) Sellers shall from time to time, but not less frequently than once each year and any time buyers has reason to believe a default may exist, exhibit to buyers receipts for payments made to the holders of any indebtedness secured by any such prior mortgage. (c) In the event sellers shall fail to make any payment on the indebtedness secured by a prior mortgage or shall suffer or permit there to be any breach or default in the terms of any indebtedness or prior mortgage, buyers shall have the right,

UNOFFICIAL COPY

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 buyers to protect buyers' 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, sellers shall deliver to buyers or their agent a spotted survey of the premises, certified by a licensed surveyor, and showing all improvements existing as of this contract date and all easements and building lines. (In the event the premises is a condominium, no survey shall be required).

8. TITLE. (a) At least one (1) business day prior to the initial closing, sellers shall furnish or cause to be furnished to the buyers at sellers' expense an Owners Duplicate Certificate of Title issued by the Registrar of Titles and a Special Tax and Lien Search, or a commitment issued by a title 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 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 or four or fewer residential units; (2) the "permitted exceptions" set forth in paragraph 2; (3) prior mortgages 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) act done or suffered by or judgments against the buyers, or those claiming by, through or under the buyers. (b) If the title commitment discloses unpermitted exceptions, the sellers 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 sellers time to have said exceptions waived. If the sellers fail 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 buyers may terminate the contract between the parties, or may elect, upon notice to the sellers 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 buyers do not so elect, the contract between the parties shall become null and void, without further action of the parties, and all monies paid by buyers hereunder shall be refunded. (c) Every title comitment which conforms with

UNOFFICIAL COPY

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 title commitment disclose judgments against the buyers which may become liens, the sellers may declare this agreement null and void and all earnest money shall be forfeited by the buyers. (e) Buyers' execution of this Agreement shall be conclusive evidence that buyers in all respect accept and are satisfied with the physical condition of the premises, all matters shown on the survey and the condition of title to the premises as shown to them on or before the initial closing. Sellers shall upon said delivery of possession have no further obligation with respect to the title or to furnish further evidence thereof, except that the sellers shall remove any exception or defect not permitted under paragraph 3(a) resulting from acts done or suffered by, or judgments against the sellers between the initial closing and the final closing, and sellers shall apply all payments as stated in paragraph 3(f).

9. AFFIDAVIT OF TITLE. Sellers shall furnish buyers at or prior to the initial closing and, again, prior to final closing with an Affidavit of Title covering said dates, 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 sellers shall be signed by the beneficiary or beneficiaries of said Trust. All parties shall execute an "ALTA Loan and Extended Coverage Owner's Policy Statement" and such other documents as are customary or required by the issuer of the commitment for title insurance.

10. HOMEOWNER'S ASSOCIATION. (a) In the event the premises are subject to a townhouse, condominium, or other homeowner's association, sellers shall, prior to the initial closing, furnish buyers 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 by-laws together with any other documents required by the Declaration or by-laws thereto as a precondition to the transfer of ownership. (b) The buyers shall comply with any covenants, conditions, restrictions, or declarations of record with respect to the premises as well as the By-laws, rules, and regulations of any applicable association.

11. PRORATIONS. Insurance premiums, general taxes, association assessments, and if final meter readings

UNOFFICIAL COPY

9 3 9 7 6 6

cannot be obtained, water and other utilities shall be adjusted ratably as of the date of the initial closing. Real estate taxes for the year of possession shall be paid by sellers prior to the due date thereof. Further, interest on the unpaid principal amount of the purchase price from the initial closing date until the date of the first installment payment or the first day of the month following the initial closing, whichever date is first, shall be a proration credit in favor of the sellers.

12. ESCROW CLOSING. At the election of sellers or buyers, 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 title company, bank or other institution or an attorney licensed to do business or to practice in the State of Illinois, in accordance with the general provisions 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 notwithstanding, installments or payments due thereafter and delivery of the Deed shall be made through escrow. The cost of the escrow including an ancillary money lender's escrow shall be paid by the party requesting it.

13. SELLERS' REPRESENTATIONS. (a) Sellers expressly warrant to buyers 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, has been received by the sellers, their principal or their agent within one (1) year of the date of execution of this Agreement. (b) Sellers represents that all equipment and appliances to be conveyed, including but not limited to the following, are in operating condition: all mechanical equipment; heating and cooling equipment; water heaters and softeners; septic, plumbing, and electrical systems; kitchen equipment remaining with the premises and any miscellaneous personal property to be transferred to the buyer. (Unless otherwise stated herein) Upon the buyers' request prior to the time of possession, seller shall demonstrate to the buyers or their representative all said equipment and upon receipt of written notice of deficiency shall promptly and at sellers' expense correct the deficiency. IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE BUYERS PRIOR TO THE DATE SPECIFIED FOR INITIAL CLOSING IT SHALL BE CONCLUDED THAT THE CONDITION OF THE ABOVE EQUIPMENT IS SATISFACTORY TO THE BUYERS AND THE SELLERS SHALL HAVE NO FURTHER RESPONSIBILITY WITH REFERENCE THERETO. (c) Sellers agree to leave the premises in broom clean condition. All refuse and personal property not to be delivered to buyers shall be removed from the premises at sellers' expense before the date of the initial closing. (This provision shall not apply if buyers are in possession prior to initial closing)

UNOFFICIAL COPY

9 5 9 7 1 1 6

14. **BUYERS TO MAINTAIN.** Buyers shall keep the exterior and the interior improvements on premises in as good repair and condition as they are now, ordinary wear and tear excepted. Buyers shall make all necessary repairs and renewals upon said premises including by way of example and not of limitation: exterior and interior painting and decorating; window glass; heating, ventilating, and air conditioning equipment; plumbing and electrical systems and fixtures; roof; masonry, including chimneys and fireplaces, etc. If, however, the said premises shall not be thus kept in good repair, and in a clean, sightly, and healthy condition by buyers sellers may either (a) enter same, themselves, or by their agents, servants, or employees, without such entering causing or constituting a termination of this agreement or an interference with buyers' possession of the premises, and make the necessary repairs and do all the work required to place said premises in good repair and in a clean, sightly, and healthy condition, and buyers agree to pay to sellers, as so much additional purchase price for the premises, the expense of the sellers in making said repairs and in placing the premises in a clean, sightly, and healthy condition; or (b) notify the buyers to make such repairs and to place said premises in a clean, sightly, and healthy condition within thirty (30) days of such notice (except as is otherwise provided in paragraph 21, and, upon default by buyers in complying with said notice, then, sellers avail themselves of such remedies as sellers 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 deliver of possession of the premises to buyers, buyers shall also receive possession of the personal property to be sold to buyers pursuant to the terms of this agreement, as well as 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 sellers.

16. **INSURANCE.** (a) Buyers shall, from and after the time specified in paragraph 5 for possession, 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 sellers 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 improvement is less than the balance of the 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 sellers, and buyers shall pay the premiums thereon when due.

UNOFFICIAL COPY

(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 on such improvements, but not on buyers' personal contents, 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 the purchase price, and the balance paid to the buyers. It is understood that the Condominium Association shall be responsible for such insurance coverage as is so provided for under the terms of the Condominium Declaration, if the subject property is a Condo.

17. TAXES AND CHARGES. It shall be the buyers' obligation to pay immediately when due and payable and prior to the date when the same shall become delinquent all general real estate taxes, and buyers' obligation to pay any 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 each other with the original or duplicate receipts therefore. Buyers shall be entitled to the income tax deduction for any such taxes or charges accruing after July 30, 1990.

18. FUNDS FOR TAXES AND CHARGES. In addition to the agreed installments provided in paragraph 3, buyers shall deposit with the sellers 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 and special assessments which may become a lien on the premises, and the estimated annual premiums for the insurance coverages required to be kept and maintained by buyers, 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 such deposits required hereunder shall constitute a breach of this agreement. The funds shall be held by sellers in an institution the deposits or accounts of which are insured or guaranteed by a Federal or State agency. Sellers are hereby authorized and directed to use the funds for payment of the aforementioned taxes, assessments, rents, and premiums. Sellers shall, upon the request of the buyers, give the buyers an annual accounting of all such funds, deposited and disbursed including evidence of paid receipts for the amounts so disbursed. The funds are hereby pledged as additional security to the sellers for the periodic payments and the unpaid balance of the purchase price. If the amount of the funds together with the future periodic deposits of such funds payable prior to the due date of the aforementioned charges shall exceed the amount reasonably

UNOFFICIAL COPY

9 - 7 - 97 - 6 - 5 - 6

estimated as being required to pay said charges one month prior to the time at which they fall due such excess shall be applied first to cure any breach in the performance of the buyers' covenants or agreements hereunder of which sellers have given written notice to buyers, and second, at buyers' option, as a cash refund to buyers or a credit toward buyers' future obligations hereunder. If the amount of the funds held by sellers shall not be sufficient to pay all such charges as herein provided, buyers shall pay to sellers any amount necessary to make up the deficiency within thirty (30) days from the date notice is mailed by sellers to buyers requesting payment thereof. Sellers may not charge for so holding and applying the funds, analyzing said account, or verifying and compiling said assessments and bills, nor shall buyers be entitled to interest or earnings on the funds, unless otherwise agreed in writing at the time of execution of this agreement. Upon payment in full of all sums due hereunder, sellers shall promptly refund to buyers any funds so held by sellers.

19. BUYERS' INTEREST. (a) No right, title, or interest, legal or equitable, in the premises described herein, or any part thereof, shall vest in the buyers until the Deed, as herein provided, shall be delivered to the buyers. (b) In the event of the termination of this agreement by lapse of time, forfeiture, or otherwise, all improvements, whether finished or unfinished, whether installed or constructed on or about said premises by the buyers or others shall belong to and become the property of the sellers without liability or obligation on sellers' part to account to the buyers therefore or for any part thereof.

20. LIENS. (a) Buyers shall not suffer or permit any mechanic's lien, judgment lien or other lien of any nature whatsoever to attach to or be placed against the property which shall or may be superior to the rights of the sellers. (b) Each and every contract for repairs or improvements on the premises aforesaid, 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 buyers for repairs or improvements upon the premises, except if the same shall contain such express waiver or release of lien upon the part of the party contracting, and a copy of each and every such contract shall be promptly delivered to Sellers.

21. PERFORMANCE. (a) If buyers (1) default by failing to pay when due any single installment or payment required to be made to sellers under the terms of this Agreement and such default is not cured within twenty (20) days of written notice to buyers; or (2) defaults in the performance of any other covenant or agreement hereof and such default is not cured by buyers within thirty (30) days after written notice to buyers (unless the default involves a dangerous condition which shall

UNOFFICIAL COPY

be cured forthwith), sellers may treat such a default as a breach of this Agreement and sellers shall have any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity: (i) maintain an action for any unpaid installments; (ii) declare the entire balance due and maintain an action for such amount; (iii) forfeit the buyers interest under this Agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against buyers and upon buyers's failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of buyers and reinstate as provided in that Act. (b) As additional security in the event of default, buyers assign to sellers all unpaid rents, and all in conjunction with any one of them, sellers 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 liens; sellers may elect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by buyers to sellers. (d) Sellers may impose and buyers agree to pay a late charge after a ten (10) day grace period, not exceeding 5% of any sum due hereunder which sellers elect to accept after the date the sum was due. (e) Anything contained in sub-paragraphs (a) through (d) to the contrary notwithstanding, this Agreement shall not be forfeited and determined, if within 20 days after such written notice of default, buyers tender to sellers the entire unpaid principal balance of the purchase price and accrued interest then outstanding, and cures any other defaults of a monetary nature affecting the premises or monetary claims arising from acts or obligations of buyers under this Agreement.

22. DEFAULT, FEES. (a) Buyers or sellers shall pay all reasonable attorney's fees and costs incurred by the other in enforcing the terms and provisions of this agreement, including forfeiture or specific performance, in defending any proceeding to which buyers or sellers are made a party to any legal proceedings as a result of the acts or omissions of the other party. (b) (1) All rights and remedies given to buyers or sellers shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless specifically waived in this Agreement; (2) no waiver of any breach or default of either party hereunder shall be implied from any omission by the other party to take any action on account of any similar or different breach or default; the payment or acceptance of money after it falls due after knowledge of any breach of this Agreement or buyers or sellers, or after the termination of buyers right of possession hereunder, or after the service of any notice, or after commencement of any suit, or after final judgment for possession of the premises shall not reinstate, continue or extend this Agreement nor affect any such notice, demand or suit or any right herein expressly waived.

UNOFFICIAL COPY

23. NOTICES. All notices required to be given under this Agreement shall be construed 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 his agent personally or by certified or registered mail return receipt requested, to the parties addressed if to sellers at the address shown in paragraph 1 or if to the buyers at the address of the premises. Notice shall be deemed made when mailed or served.

24. ABANDONMENT. Thirty (30) days' physical absence by buyer with any installment being unpaid, or removal of the substantial portion of buyers' personal property with installments being paid, and, in either case, reason to believe buyers have vacated the premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the premises by buyers. In such event, and in addition to sellers' remedies set forth in paragraph 20, sellers may, but need not, enter upon the premises and act as buyer's agent to perform necessary decorating and repairs and to re-sell the premises outright or on terms similar to those contained in this agreement with allowance for then existing marketing conditions. Buyer shall be conclusively deemed to have abandoned any personal property remaining on or about the premises and buyer's interest therein shall thereby pass under this agreement as a bill of sale to sellers without additional payment by sellers to buyers.

25. SELLERS' ACCESS. Sellers may make or cause to be made reasonable entries upon inspection of the premises, provided that sellers shall give buyers notice prior to any such inspection, specifying reasonable cause therefor related to sellers' interest in the premises.

26. CALCULATION OF INTEREST. Interest for each month shall be added to the unpaid balance on the first day of each month at the rate of one-twelfth of the annual interest rate and shall be calculated upon the unpaid balance due as of the last day of the preceding month based on a 360 day year.

27. ASSIGNMENT. The buyers shall not transfer, pledge, or assign this agreement, or any interest herein or hereunder nor shall the buyers lease nor sublet the premises, or any part thereof, without the previous written permission of the sellers, which permission shall not be unreasonably withheld. Any violation or breach or attempted violation or breach of the provisions of this paragraph by buyers, or any acts inconsistent herewith, shall vest no right, title, or interest herein or hereunder, or in the said premises in any such transferee, pledgee, assignee, lessee, or sub-lessee, but sellers may, at sellers' option, declare this agreement null and void and invoke the provisions of this agreement relating to forfeiture hereof.

28. FINAL CLOSING. Buyers shall be entitled to delivery of

UNOFFICIAL COPY

of the Deed of conveyance aforesaid, Affidavit of Title, and a Bill of Sale to the personal property to be transfereed to buyers 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 sellers, which amount shall be without premium or penalty, unless otherwise provided herein. At the time buyers provide notice to sellers that they are prepared to prepay all amounts due hereunder, sellers forthwith either shall produce and record at their expense a release deed for the prior mortgage, or obtain a currently dated loan repayment letter reflecting the amount necessary to discharge and release prior mortgage. Sellers shall have the right to repay and discharge such prior mortgage in whole or in part from sums due hereunder from buyers. The repayment of the prior mortgage shall be supervised and administered by buyers; mortgage lender, if any. Upon repayment of the prior mortgage sellers shall receive the cancelled note and a release deed in form satisfactory for recording which shall be delivered to buyers. Sellers shall give buyers a credit against the balance of the purchase price for the cost of recording such release. In the event buyers do not have a mortgage lender, then the delivery of the cancelled note to the sellers shall be simultaneous with the delivery of the Deed from sellers to buyers, 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, buyers and sellers shall execute and furnish such real estate transfer declarations as may be required to comply with State, County, or local law on the transfer of title to buyers, and buyers 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 buyers unless otherwise provided in the local ordinances.

29. TITLE IN TRUST. (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 buyers 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 and person with a power to direct the titleholder is attached hereto and by this reference incorporated herein as Exhibit A. (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 jointly and severally to perform such obligations and duties as such persons or the beneficiaries may not under the terms of the

UNOFFICIAL COPY

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, sellers agree that upon the written request of the buyers any time prior to the final closing, sellers shall convey title into a trust and comply with subparagraphs (a) and (B) of this paragraph 29 with buyers paying all trust fees and recording costs resulting thereby.

30. RECORDING. The parties may record this agreement or a memorandum hereof at buyers' expense.
31. RIDERS: The provisions 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 sellers and the buyers. Time is of the essence of 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 subject premises.
36. NOT BINDING UNTIL SIGNED. A duplicate original of this agreement duly executed by sellers, if any, or if seller is a trustee, then by said trustee and the beneficiaries of the Trust shall be delivered to the buyers or their attorney on or before initial closing; otherwise at the buyers' option this agreement shall become null and void and the earnest money, if any, shall be refunded to the buyers.
37. REAL ESTATE BROKER. Sellers and buyers represent and warrant that no real estate brokers were involved with

UNOFFICIAL COPY

90397656

this transaction other than: (n/a)
Sellers shall pay the brokerage commission of said broker(s) in accordance with a separate agreement between sellers and said broker(s) at the initial closing.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 20th day of July, 1990.

SELLERS:

Joseph R. Curtan
Joseph R. Curtan
Joanne Curtan
Joanne Curtan

BUYERS:

Jerry Marsh
Jerry Marsh
Stacy Marsh
Stacy Marsh

SURBURBAN NATIONAL BANK OF PALATINE, NOT INDIVIDUALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 8, 1981 AND KNOWN AS TRUST NO. 3709

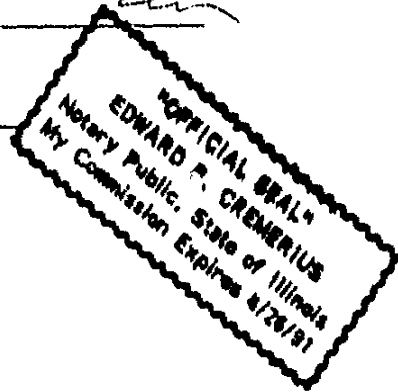
Edward P. Cremerius
Eand Trust Administrator

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT Joseph Curtan and Joanne Curtan, his wife, 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 said instrument as a free and voluntary act, for the uses and purposes herein set forth. Given under my and and official seal, this 20 day of July, 1990.

Edward P. Cremerius
Notary Public

Commission expires: 4-26-91



UNOFFICIAL COPY

9 3 9 7 9 7 6

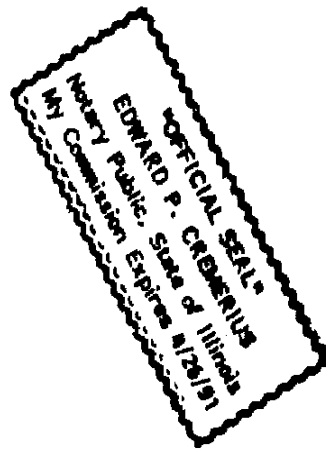
STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Jerry Marsh and Stacy Marsh, his wife, 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 herein set forth. Given under my hand and official seal, this 30 day of July, 1990.



Notary Public

Commission expires: 4/1-91



This Instrument Prepared by return to:
E. P. Cremerius
1 E. Northwest Hwy
Palatine, Il. 60067



Property of Cook County Clerk's Office

STATE OF ILLINOIS
COUNTY OF COOK
NOTARY PUBLIC
EDWARD P. CREMERIUS
1 E. NORTHWEST HWY
PALATINE, ILLINOIS
60067

90397656

UNOFFICIAL COPY

EDWARD P. CREMERIUS
ATTORNEY AT LAW
1 E. NORTHWEST HIGHWAY
PALATINE, IL 60067

Property of Cook County Clerk's Office