

# UNOFFICIAL COPY

1-BUYER Babulal Bhorania and Pushpa Bhorania

Address

County, State of \_\_\_\_\_ agrees to purchase, and SELLER, Marquette National Bank as Trustee u/t/a #81B4\*, Address, 63rd and Western Ave., Chicago, Cook County, State of Illinois agrees to sell to buyer at the PURCHASE PRICE of Fifty Thousand dollars \$50,000.00----- the PROPERTY commonly known as 2601 West 59th Street, Chicago, Illinois, and legally described as follows:

Lots 1 and 2 in Block 1 in Cobe and McKinnon's 63rd Street and California Avenue Subdivision of the West Half of the South East Quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. 14 13 - 403 - 009 - 0000  
*(hereinafter referred to as the premises)*

with approximate lot dimensions of \_\_\_\_\_ 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, food carpeting, furniture, supplies, equipment and valuables \_\_\_\_\_, all trees, shrubs, vines, flowers, lawns, driveways, walkways, decks, porches, sheds, garages, basements, all planted vegetation, \_\_\_\_\_ and the following items of personal property:

\*by Richard and Arlene's authority as sole beneficiaries

\$ 16.00

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 closing.

## 2. THE DEED:

a. If the Buyer shall fail to 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 name only, by a recordable, stamped general *PROPERTY TRUSTS*, 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, if any, imposed after this contract date, (c) Building, building line and use of occupancy restrictions, condominium and covenant, if record, zoning laws and ordinances, (d) Easements for public utilities, (e) Drainage ditches, fences, lateral and drain tile pipe or other conduit, (f) If the property is other than a detached, single family home, party walls, party wall rights and agreements, covenants, conditions and restrictions of record, term, proviso, covenants, and conditions of the declaration of condominium, if any, and all amendments thereto, (g) Assessments 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 14415 Crystal Tree Dr., Orland Park, Illinois \_\_\_\_\_ 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 NINE \_\_\_\_\_ per cent .9 per annum, all payable in the manner following to wit:

(a) Buyer has paid \$ Five Thousand and no/100----- (\$5,000.00)-----

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 Sokol and Mazian for the mutual benefit of the parties concerned.

(b) The balance of the purchase price, or w/c \$ 45,000 \_\_\_\_\_ to be paid in equal monthly installments of \$ 570.06 \_\_\_\_\_ each, commencing on the 1st day of August 1991 and on the 1st day of each month thereafter until the purchase price is paid in full ("Installment payments").

(c) 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 July 2001.

(d) All payments received hereunder shall be applied in the following order of priority: first, to offset 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 the premises; third, to pay insurance premiums falling due after the date of this Agreement; and fourth, to reduce said unpaid principal balance of the purchase price.

(e) Payments of principal and interest to Seller shall be received not in tenancy in common, but in joint tenancy with the right of survivorship.

4. CLOSINGS: The "initial closing" shall occur on July 31 1991, or on the date, if any, to which said date is extended by reason of subparagraph (b) at 60 Orland Square Dr., Orland Park. The "final closing" shall occur at \_\_\_\_\_ 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 12:00 A.M. on July 31 1991, provided that the full down payment money, or proportion 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 term 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 (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 payment or cure such default and to offset the amount so paid or expended including all incidental costs, expenses and attorney's fees, after giving the notice required 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.)

Mrs BP  
Opp 8/1

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This business day prior to the initial closing, Seller shall furnish or cause to be furnished to Buyer

**8. TITLE:** **UNO NUEVE, COPIA 4**  
(a) At least one (1) business day prior to the initial closing, Seller shall furnish or cause to be furnished to Buyer at Seller's expense an Owner's Duplicate Certificate of Title issued by the Registrar of Titles and a Special Tax and Lien Search for a *minimum* of two days by a title insurance company licensed to do business in Illinois, to issue a *contract* *purely* *buyer's* title insurance policy on the date of issue of American Land Title Association 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 of 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 home or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money and which shall be removed as of prior to the initial closing and (5) acts done or suffered by or judgments against the Buyer, or those claiming by, through or under the Buyer.

(b) If the title commitment discloses unpermitted exceptions, the Seller 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 Seller time to have said exceptions waived. If the Seller fails 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 Buyer may terminate the contract between the parties, or may elect, upon notice to the Seller 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, fees or encumbrances of a definite or ascertainable amount. If the Buyer does not so elect, the contract between the parties shall become null and void, without further action of the parties, and all money paid by Buyer hereunder shall be refunded.

(e) Every title commitment which conforms with subparagraph "(a)" shall be conclusive evidence of good title thereto shown, as to all matters covered by the policy, subject only to special exceptions therein stated.

(b) If a Special Tax Search, Free Search, a Judgment search or the title commitment discloses judgments against the Buyer which may become liens, the Seller may declare this Agreement null and void and all earnest money shall be forfeited by the Buyer.

(e) Buyer's taking possession of the premises shall be conclusive evidence that Buyer in all respects accepts and is 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 have existed before the initial closing. Seller shall upon said delivery of possession have no further obligation with respect to the title or to furnish further evidence thereof, except that Seller shall remove any exception to defect not permitted under paragraph B(f) resulting from acts done or suffered by, or judgments against the Seller between the initial closing and the final closing.

**9. AFFIDAVIT OF TITLE:** Seller shall furnish Buyer 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 no permitted 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 Seller shall be signed by the Trustee and the beneficiary or beneficiaries of said Trust. All parties shall execute an "ATA 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. MONITORING AND EVALUATION

and closing, furnish Buyer a statement from the Board of managers, treasurer or managing agent of the association setting forth the amount of unpaid assessments and, if applicable, proof of waiver or termination of any right of first refusal, a general opinion contained in the declaration or bylaws together with any other documents required by the declaration or bylaws thereto as a precondition to the transfer of ownership.

(b) The Buyer shall comply with any covenants, conditions, restrictions or declarations of record with respect to the premises as well as

**11. PREPARATIONS:** Insurance premiums, insurance deductibles, depreciation assessments and, if final meter readings cannot be obtained, water and

**12. ESCROW CLOSING:** At the election of Seller or Buyer, 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 attorney licensed to do business or to practice in the State of Illinois in accordance with the general provisions of an escrow trust instrument 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 auxiliary money lender's escrow, shall be paid by the party requesting it.

(a) Seller expressly warrants to Buyer that no action taken by any city, village or other governmental authority of a developing county corporation which has existed at the time this Agreement was executed, has been recorded by the Seller, his agent or his agent within ten (10) years of the date of execution of this Agreement.

The Seller 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 mechanical personal property to be transferred to the Buyer. Upon the Buyer's request prior to the time of possession, Seller shall demonstrate to the Buyer to his satisfaction all said equipment and upon receipt of written notice of deficiency, shall promptly and at Seller's expense correct the deficiency. IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE BUYER PRIOR TO THE DATE SPECIFIED FOR INITIAL CLOSING, IT SHALL BE CONCLUDED THAT THE CONDITION OF THE ABOVE EQUIPMENT IS SATISFACTORY TO THE BUYER AND THE SELLER SHALL HAVE NO FURTHER RESPONSIBILITY WITH RESPECT THERETO.

(b) Seller agrees to leave the premises in broom clean condition. All refuse and personal property not to be delivered to Buyer shall be removed from the premises at Seller's expense before the date of initial closing.

**14. BUYER TO MAINTAIN.** Buyer shall keep the improvements on premises, and the grounds in as good repair and condition as they now are, ordinary wear and tear excepted. Buyer shall make all necessary repairs and renewals upon the premises including by way of example and not of limitation, interior and exterior painting and decorating, windows, glass, heating, ventilating, and air conditioning equipment, plumbing and electrical systems, and fixtures, tools, machinery including chandeliers and fireplaces, etc. If, however, the said premises shall not be thus kept in good repair, and in a clean, tight, and healthy condition by Buyer, Seller may either take entire same himself or by his agent, servants, or employees, without such entering, causing or constituting a termination of the Agreement or an interference with Buyer's 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, tight, and healthy condition, and if Buyer agrees to pay to Seller, as much additional price as price for the premises, the expense of the Seller in making and repairing and in placing the premises in a clean, tight, and healthy condition, or if only the Buyer to make such repairs and to place said premises in a clean, tight, and healthy condition within thirty (30) days of such notice from Seller as otherwise provided in paragraph 2(b), and, upon default by Buyer in complying with said notice, then, Seller may, and himself or such otherwise as Seller may elect, any from those that are by the Agreement or at law or equity provided.

**15. FIXTURES AND EQUIPMENT:** At the time of delivery of possession of the premises to Buyer, Buyer also shall take or possession of the personal property to be sold to Buyer pursuant to the terms of this Agreement as well as of 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 Seller.

14. INSURANCE

(d) Buyer 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 Seller in policies covering the same for the sum of \$\_\_\_\_\_ and, also, Bond insurance where applicable, with coverage not less than the balance of the purchase price heretofore except that if the full insurable value of such improvements is less than the balance of purchase price, then at such full insurable value for the benefit of the parties hereto and the interests of any mortgagees of trustee, if any, as their interests may appear, until policy or policies shall be held by Seller, and Buyer shall pay the premiums thereon when due.

(b) In case of loss 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 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 purchase price.

**17. TAXES AND CHARGES:** It shall be the Buyer's obligation to pay immediately when due and payable and prior to the date when the same shall become delinquent all general and special taxes, special assessments, water charges, sewer service charges and other taxes from time to time, 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 Seller with the original or duplicate receipts therefor.

**18. FUNDS FOR TAXES AND CHARGES:** In addition to the agreed installments, if any, provided in paragraph 4, Buyer shall deposit with the Seller 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 (hereinafter referred to as "Funds") equal to one-tenth of the yearly taxes, 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 Buyer, all as reasonably estimated to provide safety and security for the full payment of such taxes and prior to them becoming due and payable. Failure to make the deposits required hereunder shall constitute a breach of this Agreement.

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The funds shall be held by Seller in an account in the name of the Buyer or in an account controlled by a Federal or state agency. Seller is hereby authorized and directed to pay the funds in the payment of the amounts due hereunder, assessments, rents and premiums. Seller shall sign the receipt of the Buyer, give the Buyer an initial credit 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 Seller 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 amounts reasonably estimated as being required to pay such 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 Buyer's covenants or agreements to remainder of which Seller has given written notice to Buyer; and, second, at Buyer's option, as a cash refund to Buyer or a credit toward Buyer's future obligations hereunder. If the amount of the funds held by Seller shall not be sufficient to pay all such charges as herein provided, Buyer shall pay to Seller any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Seller to Buyer requesting payment thereof.

Seller may not charge for so holding and applying the funds, analyzing said account, or verifying and compiling said assessments and bills, nor shall Buyer be entitled to interest on 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, Seller shall promptly refund to Buyer any funds so held by Seller.

## 19. BUYER'S INTEREST

(a) So much title, or interest, legal or equitable, in the premises described herein, or in any part thereof, shall vest in the Buyer until the date of closing as provided, shall be delivered to the Buyer.

(b) To the extent 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 Buyer or others shall belong to and become the property of the Seller without liability or obligation on Seller's part to account to the Buyer therefore or for any part thereof.

## 20. LIENS:

(a) Buyer shall not suffer or permit any mechanics' lien, judgment lien or other lien of any nature whatsoever to attach to or be against the property which shall or may be superior to the rights of the Seller.

(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 Buyer for repairs or improvements upon the premises, except if the same shall contain such express waiver or release of lien, on the part of the party contracting, and a copy of each and every such contract shall be promptly delivered to Seller.

## 21. PERFORMANCE

(a) If Buyer fails to default by failing to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement, and such default is not cured within ten (10) days of written notice to Buyer, or (b) default in the performance of any other covenants or agreements herein and such default is not cured by Buyer within thirty (30) days after written notice to Buyer (unless the default gives rise to a condition which shall be cured forthwith), Seller may treat such a default as a breach of this Agreement and Seller shall have and may exercise one or more of the following remedies in addition to all other rights and remedies provided at law or in equity. (i) immediate acceleration of all unpaid installments, (ii) declare the entire balance due and maintain an action for such amount, (iii) forfeit the Buyer's interest in or to the Agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Buyer, and again Buyer's failure to surrender possession, maintain an action for possession under the Foreclosure Entry and Detainer Act, subject to the rights of Buyer to renounce as provided in that Act.

(c) As additional remedy in the event of default, Buyer assigns to Seller all unpaid rents, and all rents which accrue thereafter, and in addition to the remedies provided above and in conjunction with any one of them, Seller may collect any rent due and owing and may seek the appointment of receiver.

(d) If default is based upon the failure to pay taxes, assessments, insurance, or fees, Seller may elect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by Buyer to Seller.

(e) Seller may impose and Buyer agrees to pay a late charge not exceeding 5% of any sum due hereunder which Seller elects to accept after the date the sum was due.

(f) Anything contained in subparagraph (a) through (d) to the contrary notwithstanding, this Agreement shall not be forfeited and determined within 20 days after such written notice of default, Buyer tenders to Seller the entire unpaid principal balance of the Purchase Price and accrued interest then outstanding and cures any other default of a monetary nature affecting the premises or monetary claims arising from acts or obligations of Buyer under this Agreement. \*See Rider attached hereto and made a part hereof.

## 22. DEFAULT, LIENS:

(a) If Buyer or Seller 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 Buyer or Seller is made a party to any legal process, decree, result of the acts or omissions of the other party.

(b) Any right and/or remedy given to Buyer or Seller shall be distinct, separate and cumulative, and the use of one or more thereof shall not be a bar 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 omission or default of the other party, the payment or acceptance of money after it fully due after knowledge of any breach of this agreement by Buyer or Seller, or after the termination of Buyer's 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 restate, continue or extend this Agreement nor does any such notice, demand or suit or any right hereunder not herein expressly waived.

23. NOTICES: A notice is 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 (i) to Seller at the address shown in paragraph 1 or (ii) to the Buyer at the address of the premises. Notice shall be deemed made when mailed or served.

24. ABANDONMENT: Fifteen days physical absence by Buyer with any installment being unpaid, or removal of the substantial portion of Buyer's personal property with installments being paid, and, in either case, reason to believe Buyer has vacated the premises with no intent again to take possession, the result shall be conclusively deemed to be an abandonment of the premises by Buyer. In such event, and in addition to Seller's remedies set forth in paragraph 20, Seller may, but need not, enter upon the premises and act as Buyer's agent to perform necessary decorating and repairs and to resell 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 his 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 Seller without additional payment by Seller to Buyer.

25. SELLER'S ACCESS: Seller may make or cause to be made reasonable entries upon and inspection of the premises, provided that Seller shall give Buyer notice prior to any such inspection specifying reasonable cause therefor related to Seller's interest in the premises.

26. CALCULATION OF INTEREST: Interest for each month shall be added to the unpaid balance of the last 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 upon a 365-day year, interest for the period from the date of initial closing until the date the last installment is due shall be payable on or before the date of initial closing.

27. ASSIGNMENT: The Buyer shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder, nor shall the Buyer lease nor sublet the premises, or any part thereof, any violation or breach or attempted violation or breach of the provisions of this Agreement by Buyer, or any acts in restraint herewith, shall vest on right, title or interest herein or hereunder, or in the said premises in any such transferee, pledgee, assignee, lessor or sublessor, but Seller may, at Seller's option, declare this Agreement null and void and to invoke the provisions of this Agreement relating to forfeiture hereof. \*See Rider attached hereto and made a part hereof.

28. FINAL CLOSING: Buyer shall be entitled to delivery of the Deed of conveyance aforesaid Affidavit of Title and a Bill of Sale to the personal property to be transferred to Buyer 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 Seller, which amount shall be without premium or penalty. At the time Buyer provides notice to Seller that he is prepared to prepay all amounts due hereunder, Seller forthwith either shall produce and record at his expense a release deed for the prior mortgage, or obtain a currently dated loan repayment letter reflecting the amount necessary to discharge and release the prior mortgage. Seller shall have the right to repay and discharge such prior mortgage in whole or in part from amounts due hereunder from Buyer. The repayment of the prior mortgage shall be supervised and administered by Buyer's mortgage lender. Upon repayment of the prior mortgage Seller shall receive the cancelled note and a release deed in form satisfactory for recording which shall be delivered to Buyer. Seller shall give Buyer a credit against the balance of the purchase price for the cost of recording such release. In the event Buyer does not have a mortgage lender, then the delivery of the cancelled note to Seller shall be simultaneous with the delivery of the Deed from Seller to Buyer, 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 issued by the prior mortgage. At the time of delivery of the Deed, Buyer and Seller shall execute and furnish such real estate transfer declarations as may be required to comply with State, County or local law. Seller shall pay the amount of any stamp tax then imposed by State or County law on the transfer of title to Buyer, and Buyer shall pay any such stamp tax and meet other requirements as they may be established by any local ordinance with regard to the transfer of title to Buyer unless otherwise provided in the local ordinance.

## 29. TITLE IN TRUST:

(a) In the event that title to the premises is held in trust, conveyed into a trust prior to the initial closing, it shall be conveyed to Buyer 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 of and person with a power to direct the Title Holder is attached hereto and by this reference incorporated herein as Exhibit A.

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(d) 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 of 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.

(e) 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 subparagraph (a) and (b) of this paragraph 20 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 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 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 provision 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-in-fact before July 31, 1991; 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 WHEREOF, the parties hereto have hereunto set their hands and seals this 1<sup>st</sup> day of

AUGUST 1991

SELLER: Marquette National Bank as

Trustee u/a No. P144

*Ronald P. Schmitz*  
Ronald P. Schmitz  
Soket and Mazian  
60 Orland Square Drive  
Orland Park, Illinois 60462

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Babulal and Pushpa Bhoranja, 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 1<sup>st</sup> day of

Commission expires MAR. 14, 1992

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 Richard S. Schmitz, 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 1<sup>st</sup> day of

Commission expires MAR. 14, 1992

STATE OF ILLINOIS  
COUNTY OF COOK

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee and in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Marquette National Bank on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, claims, being expressly waived and released.

IN WITNESS WHEREOF Marquette National Bank, not personally but as Trustee as aforesaid has caused these presents to be signed by its Vice President and its corporate seal to be affixed thereto and attested by its Assistant Secretary, the day and year first above written.

"OFFICIAL SEAL"

ERIN M. BEEBE  
Notary Public, State of Illinois  
My Commission Expires 12/27/98

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 the above named Vice President and Assistant Secretary of said bank, 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 severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed, as their free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes herein set forth.

Given under my hand and Notarial Seal this

day of

AUG 27 1991

*Erin M. Beebe*  
Notary Public

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

RIDER TO ARTICLES OF AGREEMENT FOR DEED 43

This Rider is attached to and made a part of a certain Articles of Agreement for Deed, dated July , 1991, by and between Richard Schwartz and Arlene Schwartz, as Sellers and Babulal Bhorania and Pushpa Bhorania, as Buyers of the real estate commonly known as 2601 West 59th Street, Chicago, Illinois.

1. In the event of any inconsistency or contradiction between the terms of this Rider and the Articles of Agreement for Deed to which it is attached, it is understood and agreed that the terms and conditions of this attached Rider shall control.

2. It is understood and agreed by and between the parties hereto that a default in the performance of the terms and conditions contained in the Stock Purchase Agreement for the K & S Pharmacy, Inc., stock, the Installment Promissory Note and the Security Agreement for same, by and between the parties hereto shall constitute a default in the Articles of Agreement for Deed.

3. On sale or transfer of (i) all or part of the real estate, or any interest therein or (ii) the stock of K & S Pharmacy, Inc. being purchased by Buyers or any portion thereof, the Sellers may at their option declare all of the sums secured by this Instrument to be immediately due and payable and Sellers may invoke the remedies permitted by Paragraph 21 of this Instrument. This option shall not apply in case of:

- (a) transfers by devise or descent or by operation of law upon the death of a joint tenant;
- (b) sales or transfers when the transferee's credit worthiness and management ability are satisfactory to Sellers and the transferee has executed, prior to the sale or transfer, a written assumption agreement containing such terms as Sellers may require, including, if required by Sellers, additional collateral or an increase in the rate of interest payable under the Note.

4. See below

BUYERS:

Babul Bhorania  
Pushpa Bhorania

DATED: May 1<sup>st</sup> 1991

SELLERS:

Richard B. Schwartz  
Arlene P. Schwartz

DATED: 8-1-91

4. Seller request mortgage set forth in item 10  
of Schedule B of the title commitment is paid in full &  
by mid statement as trustee, Buyer may pay same from  
balance due Seller.

1991 SEP 18 PM 12:27

91483543

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee and in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Marquette National Bank, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF Marquette National Bank, not personally but in Trustee as aforesaid, has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

"OFFICIAL SEAL"

ERIN M. BEEBE

Notary Public, State of Illinois

My Commission Expires 12/27/93

STATE OF ILLINOIS

SS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day as person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed, as their free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Down under my hand and Notarial Seal this

day of

AUG 27 1991

*Erin M. Beebe*  
Notary Public

91483543

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

*Michele T.C.*

STREET ADDRESS  
80 CALUMET PARK DRIVE  
SUITE 200  
GLENDALE PARK, ILLINOIS 60412  
(708) 428-2265

**BOX 333**