

# UNOFFICIAL COPY

## ARTICLES OF AGREEMENT FOR WARRANTY DEED

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THIS AGREEMENT is made this 11th day of October, 1991, between MUZAFFER KHAN of 2851 W. Jerome, Chicago, Illinois, hereinafter referred to as the "SELLER," and HENRY KHAN of 6-21 N. Lawndale, Skokie, Illinois, hereinafter referred to as the "BUYER." \$20.50

. T#1111 TRAN 6314 10/16/91 12:13:00  
. #983 : A \* - 91-540016  
. COOK COUNTY RECORDER

If BUYER shall first make the payments and performs BUYER's covenants hereunder. SELLER hereby covenants and agrees to convey to BUYER in fee simple by Warranty Deed or Trustee's Deed, with waiver of homestead, subject only to the matters hereinafter specified, the premises situated in the City of Chicago, County of Cook and State of Illinois, described as follows:

Lots 1 and 2 in Block 1 in Field Boulevard Addition to Irving Park, a Subdivision of the East 1/2 of the West 1/2 of the South West 1/4 of the South West 1/4 of Section 13, Township 40 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

the permanent index number of which is: 13-13-303-005-0000

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and which is commonly known as: 3001 West Montrose, Chicago, Illinois.

SELLER further agrees to furnish BUYER, at a time to be agreed upon by the parties hereto evidence of title to the premises consisting of Preliminary Report for Title Insurance issued by Chicago Title Insurance Company, showing merchantable title in the SELLER on the date thereof, subject only to the following:

- A. General taxes for 1991 and subsequent years and all taxes, general assessments, special assessments, and special taxes levied after the initial closing;
- B. All installments of special assessments heretofore levied falling due after the date of the initial closing;
- C. The right of all persons claiming by, through or under BUYER;
- D. Building, building line, storm water detention, and use or occupancy restrictions, conditions and covenants of record, and building and Zoning laws and ordinances;
- E. Building code restrictions;
- F. Easement for public utilities and drainage, storm water detention and open spaces;
- G. Acts done or suffered by the BUYER.

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H. Existing encumbrances of record.

It is further expressly understood and agreed by and between the Parties hereto as follows:

## 1. POSSESSION

Possession of the premises shall be delivered to the BUYER on the date of the initial closing.

## 2. ADJUSTMENTS

Real Estate taxes, and other similar items are to be adjusted pro rata as of the date of the initial closing herein. Unpaid general real estate taxes for 1991 are to be prorated on the basis of the last ascertainable tax.

## 3. PURCHASE PRICE

BUYER hereby covenants and agrees to pay SELLER at such place as SELLER may from time to time designate in writing and until such designation, to MUZAFFER KHAN, at 2851 West Jerome, Chicago, Illinois 60645, the price of \$215,000.00, plus interest, payable as follows:

3.1. Buyer will not make any payments on the mortgage for six months. The first payment will be on 4-01-92. However, the interest on the mortgage, 1/12 of the real estate taxes, and 1/12 of the property insurance, all these three items will be accrued to the principal balance of the mortgage. The new principal balance shall be \$236,600.00, which shall be paid as follows:

3.2 \$2,076.33 per month, payable on the first day of each and every month, commencing on April 1, 1992 and monthly thereafter for thirty-six (36) consecutive months. The aforesaid sum represents the monthly amortization of \$234,600.00, with interest at the rate of ten (10%) per annum payable monthly on the whole sum remaining from time to time unpaid based on a thirty (30) year amortization schedule. Thirty-six (36) months after the date of the first payment, the entire unpaid principal balance due under these Articles shall be paid in cash by BUYER to SELLER. At such time, provided BUYER is not in default under these Articles, SELLER will concurrently convey title hereunder by Warranty Deed or Trustee's Deed.

3.3 This contract may be prepaid at any time without penalty.

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## 4. TAXES AND SPECIAL ASSESSMENTS

The BUYER will pay to the SELLER with the monthly payment of principal and interest as provided above, a sum equal to 1/12 of the annual real estate tax bill and 1/12 of the annual insurance premium for the said property. If the payments for taxes and/or insurance as aforesaid are inadequate to pay the actual real estate tax bill and/or insurance premium when due, the BUYER shall pay the amount necessary to cover such deficit when requested by the SELLER. The SELLER shall pay, or cause to be paid, from the aforesaid escrow account the amounts due for general real estate taxes and insurance premiums on or before the respective due dates and shall present the BUYER with proof of such timely payment within thirty (30) days after each due date.

## 5. CONDITION OF THE PREMISES.

BUYER shall keep the premises and improvements on the premises in good repair and shall neither suffer nor commit any waste on or to the premises, and if BUYER fails to make any such repairs or suffers or commits waste, SELLER may elect to make such repairs or eliminate such waste and the cost thereof shall become an addition to the purchase price immediately due and payable to the SELLER, with interest at the rate of 12% per annum until paid. BUYER accepts the premises in their current condition, having examined and being satisfied with them.

## 6. LIENS.

BUYER shall not suffer or permit any mechanic's lien or other lien to attach or be against the premises which shall or may be superior to the rights of SELLER.

## 7. REPAIRS AND REMODELING.

Every contract for repairs and improvements on the premises, or any part thereof, shall contain an express, full and complete waiver and release of any and all liens or claim or right of lien against the premises and no contract or agreement, oral or written, shall be made by BUYER for repairs or improvements upon the premises unless it shall contain such express waiver or release of lien upon the part of the party contracting, and a signed copy of every such contract and of the plans and specifications for such repairs and improvements

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shall be promptly delivered to and may be retained by the SELLER. The recording of this contract with the Recorder of Deeds of Cook County shall constitute notice to third parties that no mechanic's liens can be validly filed against BUYER for work order or performed by or for SELLER. All plans and specifications for repairs and improvements shall be approved in advance in writing by the SELLER for any improvement costing over \$1,500.00. Such approval shall not be unreasonable withheld.

## 8. ASSIGNMENT BY BUYER.

BUYER shall not transfer or assign this Agreement or any interest therein, without the previous written consent of SELLER and any such assignment or transfer, shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in the premises, but shall render this contract null and void at the election of the SELLER.

## 9. INTEREST OF BUYER.

No right, title or interest, legal or equitable, in the premises, or any part thereof, shall vest in BUYER until the delivery of the deed aforesaid by SELLER, or until the full payment of the purchase price at the times and in the manner herein provided. BUYER may record this Agreement with the County Recorder of Deeds.

## 10. AMENDMENTS TO AGREEMENT.

No extension, change, modification or amendment to or of this Agreement of any kind whatsoever shall be made or claimed by the BUYER, and no notice of any extension, change, modification or amendment, made or claimed by BUYER shall have any force or effect whatsoever unless it shall be endorsed in writing on this Agreement and be signed by the parties hereto.

## 11. INSURANCE.

SELLER shall keep the premises insured in SELLER's name at BUYER's expense against loss by fire, lightning, windstorm and extended coverage risks in companies to be approved in an amount at least equal to the purchase price hereunder, which insurance, together with all additional or substituted insurance, shall require all payments for loss to be applied on the purchase

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price, and SELLER shall deliver the policy therefor to the BUYER. The BUYER shall be named as an additional party insured on the said policy. Insurance referred to herein shall cover all real estate elements and fixtures at the premises and shall include liability coverage.

## 12. FAILURE TO PAY.

If BUYER fails to pay taxes, general and special assessments, insurance premiums or any other items which BUYER is obligated to pay hereunder, SELLER may elect to pay such items and any amount so paid shall become an addition to the purchase price immediately due and payable to SELLER, with interest at 12% per annum until paid. Failure to make said payments in a timely manner shall be a default under the terms of this Agreement.

## 13. MONETARY DEFAULT.

In case of the failure of BUYER to make any of the payments or any part thereof, or perform any of BUYER's covenants hereunder, this Agreement shall, at the option of SELLER, be forfeited and determined, and BUYER shall forfeit all payments made on this Agreement and such payments shall be retained by SELLER in full satisfaction and as liquidated damages by SELLER sustained, and in such event SELLER shall have the right to reenter and take possession of the premises aforesaid.

## 14. DEFAULT.

In the event this Agreement shall be declared null and void by SELLER on account of any default, breach, or violation by BUYER in any of the provisions hereof, this Agreement shall be null and void and be so conclusively determined by the filing by SELLER of a written declaration of forfeiture hereof in the Office of the Recorder of Deeds of Cook County. BUYER shall be entitled to receive a Notice of Intent to Declare a Forfeiture and a 30 day grace period in which to cure any default thereunder.

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## 15. IMPROVEMENTS.

In the event of the termination of this Agreement by lapse of time or forfeiture, all improvements, whether finished or unfinished, which may be put upon the premises by BUYER shall belong to and be the property of SELLER, without liability or obligations on SELLER's part to account to BUYER therefor or for any part thereof.

## 16. REMEDY NOT INCLUSIVE.

The remedy of forfeiture herein given to SELLER shall not be exclusive of any other remedy, but SELLER shall, in case of default or breach, or for any other reason herein contained, have every other remedy given by this Agreement or by law or equity and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.

## 17. NOTICES.

All notices and demands hereunder shall be in writing. The mailing of a notice or demand by certified mail, return receipt requested to SELLER, at 2851 West Jerome, Chicago, Ill. 60645, or by certified mail, return receipt requested to BUYER, at 8421 North Lawndale, Skokie, Ill. 60076, by first class mail, shall be sufficient notice thereof. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.

## 18. TIME OF THE ESSENCE.

Time of payment shall be of the essence of this Agreement and the covenants and agreement herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties.

## 19. WAIVER OF BREACH.

Any waiver by SELLER of a breach or event of default under this Agreement shall not be construed as a waiver of any subsequent breach or default for

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either the same or any different breach hereunder.

## 20. CLOSING NOTICE.

The date of the initial closing shall be on October 11, 1991. Prorations shall be made on the basis of the actual initial closing date. The final closing shall be the date that the balance due to SELLER is paid and the date that the Warranty Deed or the Trustee's Deed is delivered to the BUYER. Notice of the final closing date shall be given pursuant to paragraph 17, above.

## 21. PERSONAL PROPERTY.

Included in the sales price, SELLER agrees to deliver the following personal property presently located on the subject premises, and to deliver a Bill of Sale which shall be held in escrow by SELLER's attorney therefor: screens; storm windows and doors; shades; radiator covers; heating, ventilating, lighting and plumbing fixtures; starhall carpeting; boiler room tools; two stoves; and two refrigerators, excluding any personal property of the tenants.

## 22. DEPOSIT OF DEED.

SELLER will deposit a direction for issuance of Trustee's Deed or a Warranty Deed conveying the subject property pursuant to the terms of this Agreement with the SELLER's attorney to be held in escrow, for delivery of the Trustee's Deed or Warranty Deed upon compliance with the terms of these Articles of Agreement, conveying fee simple title to BUYER. The same escrowee shall also hold the Bill of Sale previously referred to in paragraph 21. BUYER agrees to deposit with BUYER's attorney, as escrowee, a Quit Claim Deed conveying the property back to the SELLER, for delivery to the SELLER upon the BUYER's default and forfeiture of this Agreement. The parties agree to make such deposits at a time which is mutually acceptable to the parties and which will be in accord with the purposes of these Articles of Agreement.

## 23. INDEMNITY OF SELLER.

SELLER agrees to indemnify BUYER for any judgments or claims made against the SELLER which are or may be liens upon the real estate being purchase hereunder prior to the date of delivery of the Deed described in paragraph 22.

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## 24. TRANSFER TAX.

SELLER will give County and State Revenue Stamps to BUYER when the Deed is conveyed. BUYER shall be solely liable for all local Revenue Stamps which may be applicable or required upon the recording of the Deed.

## 25. WARRANTIES.

SELLER warrants to BUYER that no notice from any city, village or other governmental authority of a dwelling code violation which existed in the dwelling structure before the execution of this Agreement has been received by the SELLER within the period of the SELLER's ownership of the premises.

## 26. PAYMENT OF EXISTING ENCUMBRANCE.

26.1. SELLER agrees to pay all installments of interest and principal payments when due on any existing encumbrance, or any encumbrance that may be hereinafter placed on said premises, until the obligation is fully discharged or until the Deed hereunder is given, and shall cause the same to be released of record and in the event of failure of SELLER to pay such payment or payments of interest and/or principal when due, BUYER expressly reserves the right to make such payment or payments and deduct the amounts so paid from the next monthly payment or payments due SELLER hereunder, but only if not paid by the SELLER.

26.2. During the life of this Agreement, the SELLER shall permit no new mortgages or other similar encumbrances to be applied to the property.

## 27. TITLE POLICY.

SELLER shall obtain and pay for a new Contract BUYER's Title Policy from a title company based upon the purchase price of this Agreement at a time to be agreed upon between the parties hereto. The tender of the evidence of title and owner's policy pursuant to this Agreement shall be the sole responsibility of the SELLER as to evidence of title. It is further agreed that SELLER shall not be required to furnish a subsequent continuation of title and BUYER agrees to pay all costs and recording charges and expenses pertaining to any mortgage hereinafter to be executed by BUYER.

## 28. LATE CHARGE

In the event the payment or payments due under the terms of this agreement from the BUYER to the SELLER are not paid on or before the tenth (10th) day of

