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AGREEMENT FOR PURCHASE AND SALE OF IMPROVED REAL ESTATE

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4/10/91
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THIS AGREEMENT made this 25TH day of November, 1991,
 by and between SAMEDIN MEHMETI and LIRIJE MEHMETI, his wife
 (hereinafter referred to as SELLERS), and GEORGE DOUKAS and MARIA
 DOUKAS, his wife (hereinafter referred to as BUYERS)

DEPT-01 RECORDING \$21.50
 TRAN 3383 12/11/91 12:52:00
 #5355 : B * - 91 - 650829
 COOK COUNTY RECORDER

WITNESSETH:

WHEREAS, SELLERS are the owners of the following described
 real estate in Cook County, Illinois:

LOTS 19, 20, 21 AND 22 IN BLOCK 22 IN KEENEY'S SECONDS
 ADDITION TO COLUMBIA HEIGHTS, BEING THE NORTH 1/2 OF THE
 SOUTHEAST 1/4 OF SECTION 32, AND THE NORTHWEST 1/4 OF THE
 SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 14,
 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
 ILLINOIS.

32-33-309-007 32-33-309-008 32-33-307-00
 32-33-309-009
 commonly known as 3145 Chicago Road, Steger, Illinois, together
 with the building located thereon presently being used as a
 restaurant, together with liquor license and improvements,
 fixtures, and equipment, as contained in Exhibit A (herein referred
 to as IMPROVED REAL ESTATE);

WHEREAS, SELLERS desire to sell said IMPROVED REAL ESTATE;

WHEREAS, BUYERS desire to purchase said IMPROVED REAL ESTATE;

NOW, THEREFORE, in consideration of the covenants, consider-
 ations, representations and warranties hereinafter contained, the
 undersigned agree as follows:

1. SELLERS agree to sell and convey clear title free from
 any encumbrances and BUYERS agree to purchase said IMPROVED REAL
 ESTATE, including all indicia of possession connected therewith.
 BUYERS agree to pay SELLERS a purchase price of ONE HUNDRED SIXTY-

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FIVE THOUSAND DOLLARS (\$165,000.00). The payment of said purchase price shall be as follows:

- (a) FIFTY THOUSAND DOLLARS (\$50,000.00) at time of closing;
- (b) A Promissory Note executed by BUYERS in the sum of ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$115,000.00), less credits at closing, payable to SELLERS on or before five (5) years from the date of closing at an annual interest rate of ten percent (10%) on the unpaid principal balance from time to time remaining;
- (c) BUYERS may prepay any of the principal with no penalty, and any such prepayment shall reduce the amount of interest thereafter accruing;
- (d) BUYERS shall make monthly payments in the sum of 1/12th of ten percent (10%) of the principal balance then remaining.

2. At closing, SELLERS shall deliver a stamped Warranty Deed in trust conveying clear title free from any encumbrances to the First United Bank, as trustee under trust number 1586, dated NOVEMBER 8, 1991. SELLERS shall be named as beneficiaries of said trust. SELLERS and BUYERS shall have joint power of direction of said trust, which shall be exercised on notarized signatures of the parties and notice by the trustee to the parties.

3. At the time of final payment, SELLERS shall deliver to BUYERS a release of beneficial interest and power of direction, and direct the trustee to name BUYERS as beneficiaries of said trust and do all other things necessary to transfer and convey title to BUYERS.

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4. Any judgments, notes, liens or claims shall be paid off at or prior to closing with proof thereof supplied to BUYERS at closing.

5. SELLERS represent the following:

- (a) That SELLERS are the true and sole owners of said IMPROVED REAL ESTATE;
- (b) That SELLERS have good, marketable title of said IMPROVED REAL ESTATE, free and clear, and not subject to liens, encumbrances, defects, security interest, restrictions or claims;
- (c) That SELLERS have fully complied with all the laws, rules and governmental regulations with regard to said IMPROVED REAL ESTATE;
- (d) That SELLERS are current in payment of all federal, state and municipal taxes;
- (e) That SELLERS have not entered into any other Agreements to sell said IMPROVED REAL ESTATE;
- (f) That there are no judgments, liens, actions or proceedings against SELLERS affecting said IMPROVED REAL ESTATE, except those of record that shall be paid at closing;
- (g) That there are no known building code violations nor notice thereof;
- (h) That gas tanks, if any, buried underground have been removed.

6. SELLERS hereby indemnify and hold BUYERS harmless against:

- (a) Claim or claims of any creditors or anyone else against any of the property sold, transferred or assigned under this Agreement;
- (b) Any damage resulting from any misrepresentation, breach of warranty or nonfulfillment of any Agreement made by SELLERS under this Agreement, or any misrepresentations or admissions from any certificate or instrument furnished or to be furnished by SELLERS to BUYERS under this Agreement;

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(c) All actions, suits, proceedings, demands, assessments, judgments and costs incident to any of the foregoing.

7. SELLERS shall pay before accrual of any penalty, any and all taxes and installments of special assessments pertaining to said IMPROVED REAL ESTATE up until the date of ~~final payment of the~~ ^{BASED ON 1981 TAX BILL} ~~principal balance has been paid in full~~ ^{CLOSING 24 Feb} at which time the remaining taxes owed shall be prorated with the BUYERS receiving a credit therefor. ^{BUYERS SHALL PAY REAL ESTATE TAXES THEREAFTER AND PROVIDE PROOF OF PAYMENT TO SELLERS.}

8. BUYERS shall keep said IMPROVED REAL ESTATE in good repair and shall neither suffer nor commit any waste on or to said IMPROVED REAL ESTATE.

9. BUYERS shall not suffer or permit any mechanics lien or other lien to attach to or be against said IMPROVED REAL ESTATE which may be superior to allow liens, claims or judgments to attach against or to encumber in any way the rights of SELLERS.

10. Neither SELLERS nor BUYERS shall transfer, assign said IMPROVED REAL ESTATE or any interest therein.

11. BUYERS shall pay bills for utilities, including water, gas and electricity.

12. BUYERS shall provide all necessary insurance including liability coverage, and coverage for the building and its contents. In the event the IMPROVED REAL ESTATE is destroyed by fire or otherwise, BUYERS at their option may elect to use any and all insurance proceeds to rebuild and restore said IMPROVED REAL ESTATE. If BUYERS do not elect to rebuild and restore said IMPROVED REAL ESTATE, then said insurance proceeds shall be used

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to pay off any unpaid principal balance remaining on the Promissory Note less credits, if any, due BUYERS, with the remainder of said proceeds paid to BUYERS.

13. BUYERS shall not permit any unlawful or immoral practice to be committed or carried on in the premises by themselves or by any other person.

14. BUYERS have possession of said IMPROVED REAL ESTATE under a certain lease with option to buy which has previously been entered into between the parties. Said lease shall terminate at the time of closing and all payments made thereunder prorated as of that date, and credited to BUYERS.

15. In the event that this Agreement is terminated for any reason, SELLERS shall retain an amount equal to TWO THOUSAND DOLLARS (\$2,000.00) per month for the period of time BUYERS are in possession of said IMPROVED REAL ESTATE, as liquidated damages. The balance shall be refunded to BUYERS. Any equipment, furniture, fixtures or personal property belonging to BUYERS may be removed without damage to said IMPROVED REAL ESTATE.

16. Time is of the essence of this Agreement.

17. This Agreement shall bind and enure to the benefit of the parties hereto, their heirs, administrators, successors and assigns.

18. The warranties, representations, covenants, indemnifications and agreements set forth herein shall be continuous and shall survive the closing.

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19. This Agreement shall take effect and shall be construed in accordance with the laws of the State of Illinois.

20. Regarding the transfer of personal property including liquor license, improvements, fixtures and equipment, SELLERS will give notice to creditors, if any, and provide BUYERS with a schedules of creditors, if any, in compliance with the bulk transfer requirements of Article 6 of the Illinois Uniform Commercial Code, or other documents in lieu thereof which are satisfactory to BUYER's attorney, and SELLERS will satisfy any obligations due under the Illinois Retailer's Occupational Tax. Any amounts due hereunder may be paid by BUYERS and deducted from the principal balance.

21. In the event of a default, the party in default shall pay court costs and reasonable attorney's fees incurred in the enforcement of this agreement.

22. Payments due hereunder shall bear a late charge of 10% of the amount of each payment if made after ~~five (5)~~ ^{ten (10)} days of the due date. *the full GD, NY*

23. In the event BUYERS sell the restaurant business, any proceeds received from the sale will first be paid to SELLERS towards any outstanding balance then owed.

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24. Any amounts owed by SELLERS after the closing remain the SELLERS' obligation and BUYERS may pay such amounts and deduct same from the principal balance.

25. SELLERS owe \$24,969.43, to the First United Bank. SELLERS shall pay off \$10,000, of said loan at the time of closing. The remaining \$14,969.43, will be refinanced by SELLERS. SELLERS will pay any interest on said amount. BUYERS may pay off that amount and deduct same from the principal balance owed to SELLERS. In consideration for the above, the amount of interest on the promissory note referred to in Paragraph 1 (b) of this Agreement will be paid on a principal balance of \$100,030.57, (\$115,000-\$14,969.43), rather than \$115,000. Any payment toward reducing the principal balance will be deducted from the figure of \$100,030.57, and further interest payments will be based upon that reduced principal balance.

SELLERS:

BUYERS

Samedin Mehmeti
SAMEDIN MEHMETI

George Doukas
GEORGE DOUKAS

Lirije Mehmeti
LIRIJE MEHMETI

Maria Doukas
MARIA DOUKAS

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list of inventory

- 14. Butlis
- 21. Tables
- 34. Chairs
- 7. Counter stools
- 7. Window Blound
- 10. Sillling lites
- 11. Floor Hanges
- Cash register canopy
- Cash register
- Stereo Cassette Radio
- Counter
- Pie Case
- 10. Coffee cups
- 2. Suger Soft Shavers
- Beer Culler
- Ice machine
- Ice Cream Frizer
- Coffee pots
- Tray
- 2. Soup warmer
- Chairs
- Silver car ++
- Micro wave
- plates +++
- spats and pans +++
- Greel
- 10. Burner Stoffs
- Miller

- 1. Gyros Machine
- 1. -4 Burner Steen table
- 1. clanking table wood top
- 1. Sander, pip-refrigatore
- 2. Waffle machines
- 2. Dab working refrigerator
- 4. Standy Steel table
- 1. Slice machine
- 3. Stave rags
- 1. Standy style 3 Compast. Sing
- 1. Deep Fryer
- 10. Kichen trays
- 1. Dish dish card
- 1. Wok in cooler
- 1. Working - Fryer
- X. Jume-din Doherty
- X. George Doherty

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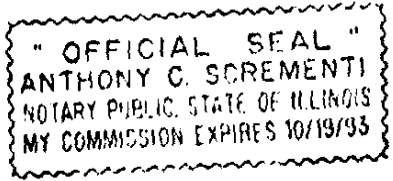
State of Illinois, County of Cook as. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that

GEORGE DOUKAS and MARIE DOUKAS, his wife personally known to me to be the same person whose name(s) subscribed to the forgoing instrument appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25th day of November, 1991

Commission expires 10/19/93

Anthony C. Scrementi
Notary Public



Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
COUNTY OF C O O K) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that SAMEDIN MEHMETI and LIRIJE MEHMETI, 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 their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of Homestead.

Given under my hand and official seal, this 25th day of November, 1991.

Commission expires 12 17 1991


Notary Public

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OFFICIAL SEAL
MELANIE J. MATASEK
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. DEC. 17, 1994



mail to
Cifelli & Serementi, LTD
Anthony Serementi
450 W. 14th St.
Chgo ILL 60641