

# UNOFFICIAL COPY

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This form has been approved by the Real Estate Law Committee of the DuPage County Bar Association for use by lawyers only.

## ARTICLES OF AGREEMENT FOR DEED

1. BUYER, ANDRES ANTUNEZ and PETRA ANTUNEZ Address 1743 West Summerdale  
Chicago Cook County, State of Illinois agrees to purchase and SELLER BUENAVENTURA  
ALBOR and JOE ALBOR Address 6833 West Cermak Road, Berwyn,  
Cook County, State of Illinois agrees to sell to Buyer at the PURCHASE PRICE of SEVENTY FIVE  
THOUSAND Dollars (\$ 75,000.00) the PROPERTY commonly known as 4512-14 South Wood  
Chicago, Illinois and legally described as follows:

Lots 64 and 65 in Resubdivision of Blocks 5 and 6 in Ward's Subdivision of Blocks 1, 4 and 5 in Stone and Whitman's Subdivision of the West 1/2 of the Southeast 1/4 of Section 6 and the North 1/2 of the West 1/2 of the Southeast 1/4 of Section 7, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. PIN#S: 20-06-413-026  
20-06-413-027  
 (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; tiled carpeting, built-in kitchen appliances, equipment and cabinets; water softener (except rental units); existing storm and screen windows and doors; attached shutters, shelving, fireplace screen; roof or attic T.V. antenna; all planted vegetation, garage door openers and car units; and the following items of personal property:

- DEPT-01 RECORDING \$15.50
- T#2222 TRAN 4774 12/31/91 13:15:00
- #0678 ÷ \*91-694671
- COOK COUNTY RECORDER

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All of the foregoing items shall be left on the premises, are included in the sale price, and shall be transferred to the Buyer by a Bill of Sale at the time of final closing.

### 2. THE DEED:

a. If the Buyer shall first make all the payments and perform all the covenants and agreements in this agreement required to be made and performed by said Buyer, at the time and in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to Buyer (in joint tenancy) or his nominee, by a recordable, stamped general warranty 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 confirmed after this contract date; (c) Building, building line and use of 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 the said declaration of condominium or amendments thereto, if any; limitations and conditions imposed by the Illinois Condominium Property Act, if applicable; instalments 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 6833 West Cermak Road, Berwyn, Illinois 60402 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 Thirteen and one-half percent (13.5) per annum, all payable in the manner following to wit:

(a) Buyer has paid \$ 5,000.00

(Indicate check and/or note and due date and will pay within \_\_\_\_\_ days (or at) (initial sum of \$ \_\_\_\_\_) as earnest money to be applied on the purchase price. The earnest money shall be held by Century 21-Rosecky for the mutual benefit of the parties concerned;

(b) At the time of the initial closing, the additional sum of \$ 5,000.00, plus or minus provisions, if any, as is hereinafter provided,

(c) The balance of the purchase price, to wit: \$ 65,000.00 to be paid in equal monthly installments of \$ 989.78 each, commencing on the 1st day of December, 1991, and on the 1st day of each month thereafter until the purchase price is paid in full ("installment payments");

(d) The final payment of the purchase price and all accrued but unpaid interest and other charges as hereinafter provided, if not sooner paid shall be due on the 1st day of November, 1992

(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 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;

(f) 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 November 5, 1991, or on the date, if any, to which said date is extended by reason of subparagraph 8 (b) at Greater Illinois Title Company. "Final closing" shall occur if and when all covenants and conditions herein to be performed by Buyer have been so performed.

5. **POSSESSION:** Possession shall be granted to Buyer at 12:01 A.M. on November 6, 1991, provided that the full down payment ~~minus not provisions due in favor of Buyer, if any,~~ has been paid to Seller in cash or by cashier's or certified check on the initial closing date, and further provided that Buyer on such initial closing date is otherwise not in default hereunder.

### 6. PRIOR MORTGAGES:

(a) Seller reserves the right to keep or place a mortgage or trust deed ("prior mortgage") against the title to the premises with a balance including interest not to exceed the balance of the purchase price unpaid at any time under this Agreement, the lien of which prior mortgage shall, at all times notwithstanding that this Agreement is recorded, be prior to the interest that Buyer may have in the premises, and Buyer expressly agrees upon demand to execute and acknowledge together with Seller any such mortgage or trust deed (but not the notes secured thereby). No mortgage or trust deed placed on said premises including any such prior mortgage shall in any way accelerate the time of payment provided for in this Agreement or provide for payment of any amount, either interest or principal, exceeding that provided for under this Agreement, or otherwise be in conflict with the terms and provisions of this Agreement, nor shall such mortgage or trust deed in any way restrict the right of prepayment, if any, given to Buyer under this Agreement.

(b) Seller shall from time to time, but not less frequently than once each year and anytime Buyer has reason to believe a default may 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 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 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.)

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(b) The beneficiaries of the trust shall have the power to direct the trustee jointly and severally to execute the trust agreement...  
- jointly and severally have all of the rights, benefits, obligations and duties in the Seller to be removed per bond...  
- person or persons with the power to direct the trustee jointly and severally agree to execute the trust agreement...  
- done by each person or the beneficiaries may not under the terms of the trust agreement...  
- do it at the time of execution of this Agreement...  
- the Buyer may terminate the Seller's obligation...  
- paragraph 29 with Buyer paying all trust fees and recording costs resulting therefrom.

- 30. RECORDING: The parties shall record this Agreement or a memorandum thereof at Buyer's expense.
- 31. RIDERS: The provision contained in any rider attached hereto are and for all purposes shall be deemed to be part of this Agreement, although 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 contract requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.
- 33. PROVISIONS SEVERABLE: The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.
- 34. BINDING ON HEIRS, TIME OF ESSENCE: This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Seller and Buyer. Time is of the essence in this Agreement.
- 35. JOINT AND SEVERAL OBLIGATIONS: The obligations of two or more persons designated Seller or Buyer in this Agreement shall be joint and several, and in such case each hereby authorizes the other or others of the same designation as his or her attorney in fact to do or perform any act or agreement with respect to this Agreement or the premises.
- 36. NOT BINDING UNTIL SIGNED: A duplicate original of this Agreement duly executed by the Seller and his spouse or any trust Seller is a trustee, then by said trustee and the beneficiaries of the Trust shall be delivered to the Buyer or his attorney on or before November 4, 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 Century 21 - Rosecky

and \_\_\_\_\_

Seller shall pay the brokerage commission of said broker(s) in accordance with a separate agreement between Seller and said broker(s) at the time of initial closing.

IN WITNESS OF the parties herein have hereunto set their hands and seals this 5th day of November, 1991.

SELLER: [Signature]  
Buenaventura Alon

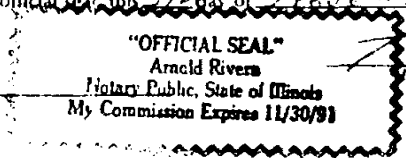
BUYER: [Signature]

This instrument prepared by  
EDWARD A. ARCE  
3618 W. 26th St., Chicago, IL 60623

STATE OF ILLINOIS )  
COUNTY OF )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that [Signature] personally known to me to be the same person [Signature] whose name subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that [Signature] signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

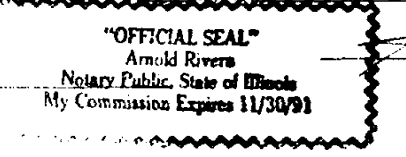
Given under my hand and official seal this 5th day of November, 1991.



Commission expires \_\_\_\_\_  
STATE OF ILLINOIS )  
COUNTY OF )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that [Signature] personally known to me to be the same person [Signature] whose name subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that [Signature] signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 5th day of November, 1991.



Commission expires \_\_\_\_\_  
STATE OF ILLINOIS )  
COUNTY OF )

I, \_\_\_\_\_ a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_

Vice President of \_\_\_\_\_ and \_\_\_\_\_ Secretary of said corporation who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such \_\_\_\_\_ Vice President and \_\_\_\_\_

Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and the said \_\_\_\_\_ Secretary then and there acknowledged that he, as custodian of the corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Commission expires \_\_\_\_\_ Notary Public

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The funds shall be held by Seller in an escrow account the deposits or amounts of which are pledged or guaranteed by a Federal or state agency. Seller is hereby authorized and directed to use the funds for the payment of the aforementioned taxes, assessments, rents and premiums. Seller shall, upon the request of the Buyer, give the Buyer 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 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 amount reasonably 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 Buyer's covenants or agreements hereunder 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 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, Seller shall promptly refund to Buyer any funds so held by Seller.

## 19. BUYER'S INTEREST:

(a) No right, title, or interest, legal or equitable, in the premises described herein, or in any part thereof, shall vest in the Buyer until the Deed, as herein provided, shall be delivered to the Buyer.

(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 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 upon 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 (1) defaults 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 (2) defaults in the performance of any other covenant or agreement hereof and such default is not cured by Buyer within thirty (30) days after written notice to Buyer (unless the default involves a dangerous condition which shall be cured forthwith), Seller may treat such a default as a breach of this Agreement and Seller 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 Buyer's interest under this Agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Buyer, and upon Buyer's failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Buyer to reinstate as provided in that Act.

(b) As additional security 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 a receiver.

(c) If default is based upon the failure to pay taxes, assessments, insurance, or liens, 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.

(d) 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, if said payment is not received by the fifth day of the month.

(e) Anything contained in subparagraphs (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, Buyer tenders to Seller 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 Buyer under this Agreement.

## 22. DEFAULT, FEES:

(a) 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 proceedings as a result of the acts or omissions of the other party.

(b) (1) All rights and remedies given to Buyer or Seller 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 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 constitute, continue or extend this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waived.

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 to Seller at the address shown in paragraph 1 or 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 thereof 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 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 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 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 upon a 360 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 or sublet the premises, or any part thereof. Any violation or breach or attempted violation or breach of the provisions of this paragraph by Buyer, 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 Seller may, at Seller's option, declare this Agreement null and void and invoke the provisions of this Agreement relating to forfeiture 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 sums due hereunder from Buyer. The repayment of the prior mortgage shall be supervised and administered by Buyer's mortgage lender, if any. 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 secured 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 then 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) It is the intent that title to the premises shall be held in trust for the benefit of the Buyer, and the Seller shall execute all necessary documents to carry out this intent. If the Seller is a Trustee, the names and addresses of all such beneficiaries shall be set forth in the Trust Agreement, and the Seller shall execute all necessary documents to carry out this intent. If the Seller is a Trustee, the names and addresses of all such beneficiaries shall be set forth in the Trust Agreement, and the Seller shall execute all necessary documents to carry out this intent.

29. In the event Purchasers do not pay the balloon payment to Sellers by Nov. 1, 1992, and Sellers incur costs to extend their existing financing, Purchasers shall reimburse Seller for those costs.

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8. TITLE:

(a) At least one (1) copy of the title commitment... (b) If the title commitment discloses unpermitted exceptions...

(c) Every title commitment which conforms with subparagraph (a) shall be conclusive evidence of good title... (d) If a Special Tax Search, Lien Search, a Judgment Search...

(e) Buyer's taking possession of the premises shall be conclusive evidence that Buyer is in all respects satisfied with the physical condition of the premises...

9. AFFIDAVIT OF TITLE: Seller shall furnish Buyer at or prior to the initial closing and again prior to final closing...

10. HOMEOWNER'S ASSOCIATION: (a) In the event the premises are subject to a townhouse condominium or other homeowners' association... (b) The Buyer shall comply with all covenants, conditions, restrictions or declarations of record...

11. PRORATIONS: Insurance premiums, general taxes, association assessments and other utilities shall be adjusted ratably as of the date of initial closing... Purchaser shall receive credit on balance of contract for real estate tax, rent, and security deposits

12. ESCROW CLOSING: At the election of Seller or Buyer, upon notice to the other party not less than ten (10) days prior to the date of either the initial or final closing...

13. SELLER'S REPRESENTATIONS: (a) Seller expressly warrants to Buyer that no notice from any state or other government... (b) Seller represents that all equipment and appliances to be conveyed...

(c) 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 a clean and neat condition... (a) Buyer shall from and after the time specified in paragraph 5 for possession, keep insured against loss or damage...

(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...

15. FIXTURES AND EQUIPMENT: At the time of delivery of possession of the premises to Buyer, Buyer shall be deemed to have accepted the personal property to be sold to Buyer pursuant to the terms of this Agreement...

16. INSURANCE: (a) 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...

(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...

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, 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...

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-twelfth (1/12) of the total annual assessments which may become a lien on the premises...

Handwritten initials and numbers: D, B, A, 1, 2, H

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security deposits