

AGREEMENT, made this 25 day of FEBRUARY, 1991, between
MARK T. ULANOV AND IRENE ULANOV, Seller, and

BONNIE TERMAN, Purchaser:

WITNESSETH, that if Purchaser shall first make the payments and perform Purchaser's covenants hereunder, Seller hereby covenants and agrees to convey to Purchaser in fee simple by Seller's stamped warranty deed, with waiver of dower and homestead, subject to the matters hereinafter specified, the premises situated in the County of Cook and State of Illinois described as follows:

PARCEL 1: UNIT A-113 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN PHEASANT CREEK CONDOMINIUM NO. 1 AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 22648910, AS AMENDED FROM TIME TO TIME, IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT'S APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS SET FORTH AND DEFINED IN DOCUMENT NUMBER 22648909 AND AS CONTAINED IN DEED RECORDED AS DOCUMENT NUMBER 23670885
P.I.N. 04-08-200-024-1064

ADDRESS OF PROPERTY: 3110 PHEASANT CREEK, NORTHBROOK, ILLINOIS UNIT A 113, 60062

and Seller further agrees to furnish to Purchaser on or before FEBRUARY 28, 1991, at Seller's expense, the following evidence of title to the premises: (a) Owners title insurance policy in the amount of the price, issued by STEWART TITLE COMPANY

(b) ~~LEASING/RENTAL AGREEMENTS/RECORDS~~ of Cook County, Illinois, (c) merchantable abstract of title, showing merchantable title in Seller on the date hereof, subject only to the matters specified below in paragraph 1. And Purchaser hereby covenants and agrees to pay to Seller, at such place as Seller may from time to time designate in writing, and until such designation at the office of MARK T. ULANOV

the price of \$110000.00 (ONE HUNDRED AND TEN THOUSAND DOLLARS)
Dollars in the manner following, to-wit:

SEE RIDER ATTACHED HERETO AND MADE PART HEREOF.

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COOK COUNTY RECORDER

~~ANY INTEREST IN THE PREMISES AS OF THE DATE OF THIS DEED SHALL BE CONSIDERED AS HAVING BEEN PAID BY THE SELLER TO THE PURCHASER.~~

Possession of the premises shall be delivered to Purchaser on FEBRUARY 28, 1991

provided that Purchaser is not then in default under this agreement.

Rents, water taxes, insurance premiums and other similar items are to be adjusted pro rata as of the date provided herein for delivery of possession of the premises. General taxes for the year 1990 are to be prorated from January 1 to such date for delivery of possession, and if the amount of such taxes is not then ascertainable, the prorating shall be done on the basis of the amount of the most recent ascertainable taxes.

It is further expressly understood and agreed between the parties hereto that:

1. The conveyance to be made by Seller shall be expressly subject to the following:

- (a) General taxes for the year 1990 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof;
- (b) All installments of special assessments heretofore levied falling due after date hereof;
- (c) The rights of all persons claiming by, through or under Purchaser;
- (d) Easements of record and party-walls and party-wall agreements, if any;
- (e) Building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances;
- (f) Roads, highways, streets and alleys, if any;

2. Purchaser shall pay before accrual of any penalty any and all taxes and installments of special assessments pertaining to the premises that become payable on or after the date for delivery of possession to Purchaser, and Purchaser shall deliver to Seller duplicate receipts showing timely payment thereof.

3. Purchaser shall keep the buildings and improvements on the premises in good repair and shall neither suffer nor commit any waste on or to the premises, and if Purchaser 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 Seller, with interest at seven per cent per annum until paid.

4. Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to or be against the premises, which shall or may be superior to the rights of Seller.

5. 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 lien or claim or right of lien against the premises and no contract or agreement, oral or written, shall be made by Purchaser 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 shall be promptly delivered to and may be retained by Seller.

6. Purchaser shall not transfer or assign this agreement or any interest therein, without the previous written consent of Seller, and any such assignment or transfer, without such previous written consent, 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 Seller; and Purchaser will not lease the premises, or any part thereof, for any purpose, without Seller's written consent.

7. No right, title or interest, legal or equitable, in the premises, or any part thereof, shall vest in Purchaser 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.

*Strike out all but one of the clauses (n), (b) and (c).

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

9. Purchaser shall keep all buildings at any time on the premises insured in Seller's name at Purchaser's expense against loss by fire, lightning, windstorm and extended coverage risks in companies to be approved by Seller in an amount at least equal to the sum remaining unpaid hereunder, which insurance, together with all additional or substituted insurance, shall require all payments for loss to be applied on the purchase price, and Purchaser shall deliver the policies therefor to Seller.

10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser 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 seven per cent per annum until paid.

11. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of Purchaser's covenants hereunder, this agreement shall, at the option of Seller, be forfeited and determined, and Purchaser 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 re-enter and take possession of the premises aforesaid.

12. In the event this agreement shall be declared null and void by Seller on account of any default, breach or violation by Purchaser 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 Recorder's office of said County.

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

14. Purchaser shall pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in any action or proceeding to which Seller may be made a party by reason of being a party to this agreement, and Purchaser will pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in enforcing any of the covenants and provisions of this agreement and incurred in any action brought by Seller against Purchaser on account of the provisions hereof, and all such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought by Seller against Purchaser on or under this agreement.

15. 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.

16. Purchaser hereby irrevocably constitutes any attorney of any court of record, in Purchaser's name, on default by Purchaser of any of the covenants and agreements herein, to enter Purchaser's appearance in any court of record, waive process and service thereof and trial by jury, and confess judgment against Purchaser in favor of Seller, or Seller's assigns, for such sum as may be due, together with the costs of such suit, including reasonable attorney's fees, and to waive all errors and right of appeal from such judgment or judgments; Purchaser hereby expressly waiving all right to any notice or demand under any statute in this State with reference to such suit or action. If there be more than one person above designated as "Purchaser" the power and authority in this paragraph given is given by such persons jointly and severally.

17. If there be more than one person designated herein as "Seller" or as "Purchaser", such word or words wherever used herein and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as plural.

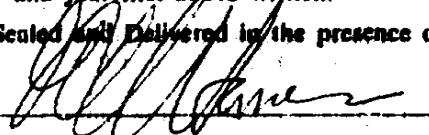
18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 1003 SUSSEX, NORTHBROOK, ILLINOIS 60062 or to

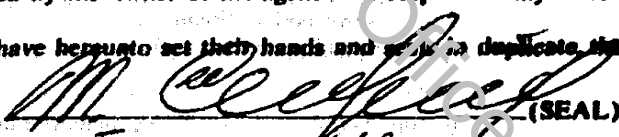
Purchaser at 3110 PHEASANT CREEK, NORTHBROOK, ILLINOIS, UNIT A113 60062, or to the last known address of either party, shall be sufficient service thereof. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.

19. The time of payment shall be of the essence of this contract, and the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

20. Seller warrants to Purchaser that no notice from any city, village or other governmental authority of any dwelling code violation has heretofore been issued and received by the owner or his agent with respect to any dwelling structure on said real estate.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals to duplicate the day and year first above written.

Sealed and Delivered in the presence of


 (SEAL)
IRENE WANG (SEAL)

(SEAL)

(SEAL)

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Received on within Agreement the following sums

| DATE | INTEREST | PRINCIPAL | RECEIVED BY |
|------|----------|-----------|---|
| | | | THIS DOCUMENT PREPARED BY DAVID P. BARNES, ATTORNEY AT LAW, 5215 OLD ORCHARD ROAD, SUITE 790, SHOKLEY, ILLINOIS 60077 |

GEORGE E. COLE
LEGAL FORMS

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RIDER

This rider is attached to and made part of Installment Agreement between MARK T. ULANOV and IRENE ULANOV (SELLERS) and BONNIE TERMAN (BUYER), dated February __, 1991.

1. The price of the premises is \$110,000. \$50,000.00 total payment at closing plus or minus prorations and the balance of \$60,000.00 by Installment Agreement for Warranty Deed, with interest of the unpaid balance at 9% per annum amortized over fifteen (15) years with twelve monthly payments per year including interest \$608.56 each month plus 1/12 of the annual real estate tax and insurance premiums each month. First payment to commence April 1, 1991. The final payment of principal and interest to be due on March 1, 1996. The purchaser shall have unlimited prepayment privilege without penalty.

2. Purchaser shall have the right to rent the unit on the premises provided no lease shall be in excess of one year and rental for such unit is for an amount not less than is due each month under these Articles for Deed. As additional security for all payments due under these Articles of Agreement for Deed, the purchaser agrees to assign all of the rents, issues and profits which may hereafter become due under or by virtue of any leasing by the purchaser, whether written or oral for the use and occupancy of any part of the premises hereinabove described. This assignment shall take effect only upon default by purchaser of any of the terms and conditions contained in this agreement.

3. Purchaser agrees to keep the premises insured under a fire and extended coverage, vandalism, and malicious mischief coverage in a company acceptable to the sellers, for an amount not less than the unpaid balance of the purchaser price and also to keep insured under a public liability policy for not less than \$300,000.00 coverage for one person and \$500,000.00 for any one accident insuring

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the sellers as owners and purchasers as contract purchasers. The public liability policy shall be a general liability policy or landlords and tenants public liability policy as may be applicable or as established and presently held by the property association. All such policies are to be deposited with the sellers. Should any insurance herein required not be provided as aforesaid at any time, or should said insurance be cancelled by the insurance company for any reason whatsoever, the title holder or its beneficiaries may, at their option, either place such insurance and charge the cost to the purchaser or require the purchaser, on demand, to cease use and occupancy of the premises. Insurance shall remain in the name of the sellers BUT PURCHASER SHALL HAVE ALL RIGHT AND CLAIM THEREUNDER AS A CONTRACT PURCHASER.

4. All payments under the articles for deed shall be due on the date herein stated and any payment not made within ten days after payment is due, shall incur an additional 15% late payment charge for the time that the payment is not paid.

5. Purchaser understands that there is an existing first mortgage lien against the premises and that title will be conveyed to her free and clear of said first mortgage when she has made all payments required to be made under the terms of this contract. In the event the existing first mortgage is accelerated or the mortgager is required to pay off the full balance of the mortgage due and owing in full then all sums due under these Articles of Agreement for Deed will concurrently accelerate and become due and owing to the sellers immediately without further notice. Both the purchaser and sellers will make every reasonable effort to avoid any breach of the aforesaid existing first mortgage and will make every reasonable effort to avoid any acceleration of same.

6. Buyer acknowledges that there is an owner's association and that the buyer will comply with any covenants, conditions, restrictions or declarations of record with respect to the premises as well as the by laws, rules, and regulations of any applicable association requirements and payment of dues. Buyer shall be entitled to

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delivery of deed as aforesaid 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.

M. Ulanov
MARK T. ULANOV

Irene Ulanov
IRENE ULANOV

Bonnie Terman
BONNIE TERMAN

Seller agrees that the first mortgage balance is current and will continue to be so as long as payments are made as required herein by buyer. If there is a default by seller on the said mortgage buyer shall have a right to cure same and deduct any payments from the balance due under this article. Seller to provide purchaser with evidence of all tax payments and each six months as to mortgage status.

M. Ulanov
MARK ULANOV

Bonnie Terman
BONNIE TERMAN



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Benjamin Terman, Trustee
221 N. La Salle
Chicago, IL 60601

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