

This form has been approved by the Real Estate Commission of the State of Illinois for use by lawyers only.

ARTICLES OF AGREEMENT FOR DEED

1. BUYER JAKUB NAJDER Address 2069 N. Long Avenue, Chicago, Cook County, State of Illinois agrees to purchase and KATHLEEN MARTIN CLARK & KATHLEEN CLARK, his wife Address 3852 LaFontaine, Glenview Cook County, State of Illinois agrees to sell to Buyer at the PURCHASE PRICE of THIRTY THOUSAND AND NO/100 Dollars (\$ 30,000.00) the PROMISE commonly known as 639 Trace, Unit 205, Buffalo Grove, Ill. and legally described as follows: ATTACHED AS EXHIBIT "A"

COOK COUNTY, ILLINOIS

91204641

1991 MAY -2 PM 12:15

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Hereinafter referred to as "the premises"

with approximate lot dimensions of N/A - Condominium 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; kitchen sink, refrigerator, built-in kitchen appliances, equipment and cabinets; water softener; forced vented furnace; existing storm and screen windows and doors; all existing electrical wiring; fireplace; brick, stone, masonry, concrete, and other exterior finishes; garage door opener and remote control; and the following items of personal property:

Stove, refrigerator, intercom.

\$18.00

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 final closing.

2. THE DEED:

a. If the Buyer shall pay 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 "excepted encumbrances," if any: (a) General real estate taxes not yet due and payable; (b) Special assessment or 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, leeches, 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, or covenants 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 payments 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 3852 LaFontaine, Glenview, 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 and one-half percent (9 1/2 %) per annum, all payable in the manner following to wit:

(a) Buyer has paid \$ TWO THOUSAND AND NO/100 (\$2,000.00) DOLLARS

(b) The earnest money to be applied on the purchase price. The earnest money shall be held by Broker as earnest money for the mutual benefit of the parties concerned;

(c) At the time of the initial closing, the additional sum of \$ 5,500.00, plus or minus prorations, if any, as is hereinafter provided;

(d) The balance of the purchase price, to wit: \$ 22,500.00 to be paid in equal monthly installments of \$ 209.74 each, commencing on the 1st day of May 1991 and on the 1st day of each month thereafter until the purchase price is paid in full ("installment payments");

(e) 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 30th day of April 1994

(f) 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, and to pay insurance premiums falling due after the date of this Agreement; and fourth, to reduce said unpaid principal balance of the purchase price;

(g) 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 May 1 1991, or on the date, if any, to which said date is extended by reason of subparagraph (b) at Ticor Title Insurance, Schaumburg, Ill. "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 May 1 1991, provided that the full down payment minus net prorations 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 that 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 and costs thereon 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, or a professional surveyor, having all corners staked and showing all improvements existing on the premises, and also 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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Box 15

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14. FUNDS FOR TAXES AND CHARGES: In addition to the agreed installment, if any, provided in paragraph 1, Buyer shall deposit with Seller...

15. 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 due...

16. TITLE TO MAINFRAME: Buyer shall keep the improvements on premises and the title to the same shall remain in Seller until the improvements are removed from the premises...

17. TITLE TO ACCESSORIES: In the event of destruction of the premises by fire or other cause, the title to the improvements shall be deemed to be in Seller...

18. ASSIGNMENT: This Agreement shall be binding upon the parties and their heirs, assigns, personal representatives, executors, administrators, and assigns...

19. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes all other agreements, oral or written...

20. ASSIGNMENT: This Agreement shall be binding upon the parties and their heirs, assigns, personal representatives, executors, administrators, and assigns...

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28. ASSIGNMENT: This Agreement shall be binding upon the parties and their heirs, assigns, personal representatives, executors, administrators, and assigns...

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17. THE BUYER'S OBLIGATIONS... The Buyer shall be bound to the Seller in accordance with the terms of this Agreement...

18. ASSIGNMENT... The Buyer shall not assign, pledge or otherwise encumber its interest in this Agreement...

19. CALCULATION OF INTEREST... Interest for each month shall be added to the unpaid balance of the debt...

20. SELLER'S ACCESS... Seller may make or cause to be made reasonable access upon and inspection of the premises...

21. ADVANCEMENT... Seller shall advance to Buyer the purchase price for the property...

22. NOTICES... All notices required to be given under this Agreement shall be in writing...

23. WAIVER... The Buyer shall not be deemed to have waived any breach of this Agreement...

24. ENTIRE AGREEMENT... This Agreement shall constitute the entire agreement between the Buyer and Seller...

25. ASSIGNMENT... The Buyer shall not assign, pledge or otherwise encumber its interest in this Agreement...

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10. The beneficiary or beneficiaries of and the person or persons with the power to direct the Trustee shall conclusively be deemed to jointly and severally have all of the rights, benefits, obligations and duties by the terms to be enjoyed or performed hereunder and each 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 person or the beneficiaries may not under the terms of the Trust Agreement do or perform themselves directly.

11. 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 subparagraphs 1a) and 1b) of this paragraph 11 with Buyer paying all trust fees and recording costs resulting therefrom.

12. RECORDING: The parties shall record this Agreement or a memorandum thereof at Buyer's expense.

13. RIDERS: The provision 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. See Attached Rider

14. CAPTIONS AND PIGNONS: 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 singular 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.

15. 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.

16. BINDING ON HEIRS, ESTATE 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.

17. 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 in his or her attorney-in-fact to do or perform any act or agreement with respect to this Agreement as the premises.

18. NOT BINDING UNTIL MENDED: 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 on or before May 1, 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.

19. REAL ESTATE BROKER: Seller and Buyer represent and warrant that no real estate brokers were involved in this transaction other than Michael Martin of Martin and Marby Realtors

and Liz Anderson of _____

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 hereto have hereunto set their hands and seals this first day of May

SELLER: [Signature] BUYER: [Signature]

This instrument prepared by
Anthony L. Florio
1014 E. Algonquin Rd.
Schaumburg, Illinois 60173
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 MARTIN CLARK and KATHLEEN CLARK personally known to me to be the same persons S whose name S 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 therein set forth.

Given under my hand and official seal, this 1st day of May, 1991
[Signature]
Notary Public
OFFICIAL SEAL
ANTHONY L. FLORIO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP. AUG. 12, 1993
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 JAKUB J. NAJDER personally known to me to be the same person J whose name J 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 therein set forth.

Given under my hand and official seal, this 1st day of May, 1991
[Signature]
Notary Public
OFFICIAL SEAL
WILLIAM J. GROSS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP. 2/20/94
STATE OF ILLINOIS
COUNTY OF COOK

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 in 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____.

Notary Public
Commission expires _____

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MA COMMERCIAL BANK AND TRUST CO. OF ILL. 12/15/22
INDIANAPOLIS, INDIANA
REGISTERED MAIL SERVICE
POSTAL SERVICE

MAILED
DEC 15 2022
INDIANAPOLIS, INDIANA
POSTAL SERVICE

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RIDER TO ARTICLES OF AGREEMENT FOR DEED

BUYER: JAKOB NAJDER
SELLERS: MARTIN CLARK
KATHLEEN CLARK
PROPERTY: 639 Trace, Unit 205
Buffalo Grove, Illinois 60089
DATE: May 1, 1991

38. NOTICES AND SERVICE OF SUMMONS: Notwithstanding anything to the contrary contained in Paragraph 23. of the Agreement, all notices required to be given under this Agreement and any service of summons or legal process of any kind whatsoever, required to be served upon Buyer, JAKOB NAJDER, may be served at Sellers' sole election on Buyer's agent attorney, William Gross at his then existing office or business address, and said notice or service of summons or legal process of any kind shall be deemed binding and effective upon Buyer as if served upon him personally, regardless of said agent's knowledge or lack thereof as to the whereabouts of Buyer.
39. PRORATIONS: At the time of the initial closing, Buyer's credit for 1990 real estate taxes and 1991 real estate taxes shall be deposited in the special interest bearing account in Sellers' name for Taxes and Charges referred to in Paragraphs 17. and 18 of the Agreement. It shall be Buyer's responsibility to provide Sellers with all real estate tax bills, notices of assessments, or condominium association correspondence of any kind, or any charge against the premises of any kind whatsoever, including but not limited to water charges, sewer service charges and other taxes, fees, liens, etc. levied or assessed or charged against the premises or any part thereof, and other than taxes, assessments and condominium charges paid by Sellers from escrowed funds, furnish Sellers with the original or duplicate receipts evidencing payment thereof.
40. INITIAL MONTHLY PAYMENTS: Buyer shall initially pay Sellers, in addition to the Installment Payment reflected in Paragraph 3. of the Agreement, which reflects a monthly payment of principal and interest at an annual rate of nine and one-half percent (9½%), on a twenty (20) year amortization on the unpaid principal balance of \$22,560.00 with a three (3) year balloon, the following amounts to be re-prorated upon actual billing:
- | | |
|------------------------|-------------------------------------|
| \$ <u>52.37</u> | for Real Estate Taxes |
| \$ <u>125.00 70.25</u> | for Monthly Condominium Assessment |
| \$ <u>12.43</u> | for Liability and Hazard Insurance. |
- Said monthly sums shall be due and payable in amounts that enable Sellers to pay all billing within one month of their due date or anniversary date.
41. HOME OWNER LIABILITY AND HAZARD INSURANCE: At closing, Buyer shall evidence a liability and hazard insurance policy and paid receipt in form and amount satisfactory to Sellers' attorney.
42. DOCUMENT ESCROW: At time of the initial closing, Buyer shall deposit in escrow with Sellers' attorney, ANTHONY L. FLORIO, a duly executed Quit Claim Deed for delivery to Sellers only in the event Buyer is adjudicated to be in default herein at law or in equity. Sellers shall evidence to Buyer at the initial closing, a duly executed Warranty Deed acceptable to Buyer's attorney, to be held by Sellers' attorney until payment in full of the purchase price herein.

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43. ADDITIONAL CHARGES: At closing, Buyer shall pay a charge of FIVE HUNDRED AND NO/100 (\$500.00) DOLLARS, for Sellers' additional expenses caused by the earlier frustrated closing.

AGREED this 1st day of May, 1991.

SELLERS:


MARTIN CLARK


KATHLEEN CLARK

BUYER:


JAKOB ZAJBER

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EXHIBIT A

LEGAL DESCRIPTION

UNIT NUMBER 4-205 IN SANDPIPER CONDOMINIUMS, AS DELINEATED ON PLAT OF SURVEY OF THE WEST 8 ACRES OF THE EAST 30 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 52920, RECORDED JANUARY 12, 1982, AS DOCUMENT NUMBER 26,116,685 TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST APPURTENANT TO SAID UNIT IN THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION AND SURVEY.

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11/11/2011