

UNOFFICIAL COPY

91252782

1. BUYER, Sam and Alexandra Roti Address _____

Cook County, State of Illinois agrees to purchase, and SELLER, _____
Josef Glimmer and Barbara Glimmer Address _____

Cook County, State of Illinois agrees to sell to Buyer at the PURCHASE PRICE of Three hundred eighty
Thousand Dollars (\$ 380,000.00) the PROPERTY commonly known as 120 Dell Place,
Glencoe, IL and legally described as follows:

SEE ATTACHED

DEPT-01 RECORDING \$16.29
 T#1111 TRAN 5911 05/28/91 16:26:00
 #4957 \$ A * - 91 - 252782
 COOK COUNTY RECORDER

(hereinafter referred to as "the premises")

with approximate lot dimensions of 50 x 161 x 100 x 112 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; broad carpeting; built-in kitchen appliances, equipment and cabinets; water volume (except rental units); existing storm and screen windows and doors; attached shutters, shelving, fireplace screen; roof or attic TV antenna, all planted vegetation; garage door openers and car units; and the following items of personal property:

All window treatments, stove, microwave, refrigerator, dishwasher, disposal, washer and dryer.

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 fail to 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 (or joint tenant) or his nominee in 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 utility lines; (f) Driveway ditches, fences, laterals and drains, the 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 easement 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 assessments due after the time of possession and covenants 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.

1. **INSTALLMENT PURCHASE:** Buyer hereby covenants and agrees to pay to Seller at 9000 Tripp, Skokie, IL 60076 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 percent (9 %) per annum, all payable in the manner following to wit:

(a) Buyer has paid \$ 10,000.00 by personal check (Indicate check and/or note and due date) and will pay within 7 days the additional sum of \$ 270,000.00 as earnest money to be applied on the purchase price. The earnest money shall be held by _____ for the mutual benefit of the parties concerned.

(b) At the time of the initial closing, the additional sum of \$ 40,000.00, plus or minus prorations, if any, as is hereinafter provided.

(c) The balance of the purchase price, to wit \$ 330,000.00 to be paid in equal monthly installments of \$ 2475.00 each, commencing on the 1st day of June July 1991, and on the 1st day of each (MO) 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 June 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 are due prior 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.

(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 May 28 1991, for on the date, if any, to which said date is extended by reason of subparagraph (b) at 9933 Lawler, Suite 312, Skokie, IL "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 ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ 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 face of which pays 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 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.)

91252782

91252782

1629

8. TITLE:

(a) At least one (1) business day prior to the initial closing, Seller shall furnish or cause to be furnished to Buyer at Seller's expense an Owner's Duplicate Certificate of Title issued by the Registrar of Titles and a Special Assessment Search on a commitment issued by a title insurance company licensed to do business in Illinois, to issue a contract purchaser's title insurance policy on the current form of American Land Title Association Owner's Policy (or equivalent policy) in the amount of the purchase price covering the date hereof, subject only to: (1) the general exceptions contained in the policy, unless the real estate is improved with a single family dwelling or an apartment building of four or fewer residential units, (2) the "permitted exceptions" set forth in paragraph 2; (3) prior mortgages permitted in paragraph 6; (4) other title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money and which shall be removed at or prior to the initial closing and (5) acts done or suffered by or judgments against the Buyer, or those claiming by, through or under the Buyer.

(b) If the title commitment discloses unpermitted exceptions, the Seller shall have thirty (30) days from the date of delivery thereof to have the said exceptions waived, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions and the initial closing shall be delayed, if necessary, during said 30 day period to allow Seller time to have said exceptions waived. If the Seller fails to have unpermitted exceptions waived, or in the alternative, to obtain a commitment for title insurance as specified above as to such exceptions, within the specified time, the Buyer may terminate the contract between the parties, or may elect, upon notice to the Seller within ten (10) days after the expiration of the thirty (30) day period, to take the title as it then is, with the right to deduct from the purchase price, liens or encumbrances of a definite or ascertainable amount. If the Buyer does not so elect, the contract between the parties shall become null and void, without further action of the parties, and all monies paid by Buyer hereunder shall be refunded.

(c) Every title commitment which contains with subparagraph "a" shall be conclusive evidence of good title therein shown, as to all matters insured by the policy, subject only to special exceptions therein stated.

(d) If a Special Tax Search, Lien Search, a Judgment Search or the title commitment disclose judgments against the Buyer which may become liens, the Seller may declare this Agreement null and void and all earnest money shall be forfeited by the Buyer.

(e) Buyer's taking possession of the premises shall be conclusive evidence that Buyer in all respects accepts and is satisfied with the physical condition of the premises, all matters shown on the survey and the condition of title to the premises as shown to him on or before the initial closing. Seller shall upon said delivery of possession have no further obligation with respect to the title or to furnish further evidence thereof, except that Seller shall remove any exception or defect not permitted under paragraph 8 (a) resulting from acts done or suffered by, or judgments against the Seller between the initial closing and the final closing.

9. AFFIDAVIT OF TITLE: Seller shall furnish Buyer at or prior to the initial closing and, again, prior to final closing with an Affidavit of Title covering said taxes, subject only to those permitted exceptions set forth in paragraph 2, prior mortgages permitted in paragraph 6 and unpermitted exceptions, if any, as to which the title insurer commits to insure and in the manner specified in paragraph 8. In the event title to the property is held in trust, the Affidavit of Title required to be furnished by Seller shall be signed by the Trustee and the beneficiary or beneficiaries of said trust. All parties shall execute an "ATLTA Loan and Extended Coverage Owner's Policy Statement" and such other documents as are customary or required by the issuer of the commitment for title insurance.

10. HOMEOWNER'S ASSOCIATION:

(a) In the event the premises are subject to a condominium, condominium or other home-owner's association, Seller shall, prior to the initial closing, furnish Buyer a statement from the Board of Managers, Treasurer or managing agent of the association certifying payment of assessments and, if applicable, proof of waiver or termination of any right of first refusal or general option contained in the declaration or bylaws together with any other documents required by the declaration or bylaws thereto as a precondition to the transfer of ownership.

(b) The Buyer shall comply with any covenants, conditions, restrictions or declarations of record with respect to the premises as well as the bylaws, rules and regulations of any applicable association.

11. PROVISIONS: Insurance premiums, general taxes, association assessments and, if final meter readings cannot be obtained, water and other utilities shall be adjusted ratably as of the date of initial closing. Real estate taxes for the year of possession shall be prorated as of the date of initial closing subject to repayment upon receipt of the actual tax bill. Further, interest on the unpaid principal amount of the purchase price from the initial closing date until the date of the first installment payment shall be a proration credit in favor of the Seller.

12. ESCROW CLOSING: At the election of Seller or Buyer, upon notice to the other party not less than five (5) days prior to the date of either the initial or final closing, the transaction of the conveyance contemplated hereby shall be made through escrow with a title company, bank or other institution or an attorney licensed to do business in or practice in the State of Illinois in accordance with the general provisions of an escrow trust covering articles of agreement for deed consistent with the terms of this Agreement. Upon creation of such an escrow, anything in this Agreement to the contrary notwithstanding, installments or payments due hereafter and delivery of the Deed shall be made through escrow. The cost of the escrow including an ordinary money lender's escrow, shall be paid by the party requesting it.

13. SELLER'S REPRESENTATIONS:

(a) Seller expressly 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 on the premises hereunder and before this Agreement was executed, has been received by the Seller, his principal or his agent within ten (10) years of the date of execution of this Agreement.

(b) Seller represents that all equipment and appliances to be conveyed, including but not limited to the following, are in operating condition: all mechanical equipment; heating and cooling equipment; water heaters and softeners; septic, plumbing, and electrical systems; kitchen equipment remaining with the premises and any miscellaneous mechanical personal property to be transferred to the Buyer. Upon the Buyer's request prior to the time of possession, Seller shall demonstrate to the Buyer or his representative all said equipment and upon receipt of written notice of deficiency shall promptly and at Seller's expense correct the deficiency. BY THE ACCEPTANCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE BUYER PRIOR TO THE DATE SPECIFIED FOR INITIAL CLOSING, IT SHALL BE CONSIDERED THAT THE CONDITION OF THE ABOVE EQUIPMENT IS SATISFACTORY TO THE BUYER AND THE SELLER SHALL HAVE NO FURTHER RESPONSIBILITY WITH REGARD THERE TO.

(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 good repair and condition as they now are, ordinary wear and tear excepted. Buyer shall make all necessary repairs and renewals upon said premises including by way of example and not of limitation, interior and exterior painting and decorating; window glass; heating, ventilating and air conditioning equipment; plumbing and electrical systems and fixtures; roof, masonry including chimneys and fireplaces, etc. If, however, the said premises shall not be thus kept in good repair, and in a clean, slightly, and healthy condition by Buyer, Seller may either (a) enter same, himself, or by their agents, servants, or employees, without such entering causing or constituting a termination of the Agreement or an interference with Buyer's possession of the premises, and make the necessary repairs and do all the work required to place said premises in good repair and in a clean, slightly, and healthy condition, and Buyer agrees to pay to Seller, as so much additional purchase price for the premises, the expense of the Seller in making said repairs and in placing the premises in a clean, slightly, and healthy condition, or (b) notify the Buyer to make such repairs and to place said premises in a clean, slightly, and healthy condition within thirty (30) days of such notice (except as is otherwise provided in paragraph 21), and, upon default by Buyer in complying with said notice, then, Seller may avail himself of such remedies as Seller may elect, if any, from those that are by this Agreement or at law or equity provided.

15. FIXTURES AND EQUIPMENT: At the time of delivery of possession of the premise to Buyer, Buyer also shall receive possession of the personal property to be sold to Buyer pursuant to the terms of this Agreement as well as of the fixtures and equipment permanently attached to the improvements on the premises, but until payment in full of the purchase price is made, none of such personal property, fixtures or equipment shall be removed from the premises without the prior written consent of the Seller.

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 in policies conforming to Insurance Service Bureau Homeowners Form 1 ("HCO 1") and, also, flood insurance where applicable, with coverage not less than the balance of the purchase price hereof (except that if the full insurable value of such improvements is less than the balance of purchase price, then at such full insurable value) for the benefit of the parties hereto and the interests of any mortgagee or trustee, if any, as their interests may appear, such policy or policies shall be held by Seller, and Buyer shall pay the premiums thereon when due.

(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, shall be used (i) in the event the insurance proceeds are sufficient to fully reconstruct or restore such improvements, to pay for the restoration or reconstruction of such damaged or lost improvement, or (ii) in the event the insurance proceeds are not sufficient to fully reconstruct or restore such improvements, then the proceeds of insurance shall be applied to the unpaid balance of purchase price.

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, including those heretofore due and to furnish Seller with the original or duplicate receipts therefore.

18. FUNDS FOR TAXES AND CHARGES: In addition to the agreed installments, if any, provided in paragraph 1, 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 (herein referred to as "funds") equal to one-twelfth of the yearly taxes, assessments which may come a lien on the premises, and the estimated annual premiums for the insurance coverages required to be kept and maintained by Buyer, all as reasonably estimated to provide sufficient sums for the full payment of such charges one month prior to their each becoming due and payable. Failure to make the deposits required hereunder shall constitute a breach of this Agreement.

282225216

Given under my hand and notarial seal this _____ day of _____ 19____

Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as a free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Secretary thereon and there acknowledging that he, as custodian of the said corporation, did affix the corporate seal of said corporation to said instrument as a free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

who are personally known to me to be the same person whose names are subscribed to the foregoing instrument as such _____ Vice President of _____ and _____ Secretary of said corporation

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

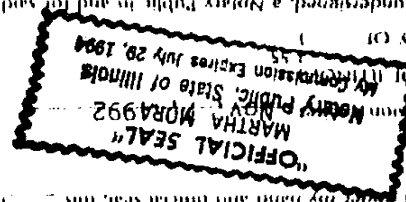
STATE OF ILLINOIS)
COUNTY OF _____)

Commission expires _____ Notary Public _____

Given under my hand and official seal, this _____ day of _____ 19____ the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that _____ signed, sealed and delivered

the undersigned, a Notary Public in and for said County, in the State aforesaid, (TO WIT: I HEREBY THAT _____ COUNTY OF _____)



Notary Public _____

Given under my hand and official seal, this _____ day of _____ 19____ the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

personally known to me to be the same person _____ whose name _____ and Barbara Glimmer

the undersigned, a Notary Public in and for said County, in the State aforesaid, (TO WIT: I HEREBY THAT _____ COUNTY OF _____)

STATE OF ILLINOIS)
COUNTY OF _____)
9933 LAWLER, SUITE 312
SKOKIE, IL 60077
Laurel J. Kasserman

this instrument prepared by _____

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this _____ day of _____ 19____

and _____

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this _____ day of _____ 19____

and _____

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this _____ day of _____ 19____

and _____

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this _____ day of _____ 19____

and _____

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this _____ day of _____ 19____

and _____

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this _____ day of _____ 19____

and _____

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this _____ day of _____ 19____

and _____

Property of Cook County Clerk's Office

91252783

UNOFFICIAL COPY

LEGAL DESCRIPTION
120 DELL PLACE, GLENCOE, IL

LOT 10 (EXCEPT THAT PART THEREOF LYING WEST OF A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF THE SAID LOT THROUGH A POINT IN SAID SOUTH LINE WHICH IS 196.25 FEET EAST OF THE SOUTH WEST CORNER OF THE SAID LOT 10 AND ALSO EXCEPTING FROM SAID LOT 10 THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH EAST CORNER OF SAID LOT 10; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT A DISTANCE OF 175 FEET; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TO A POINT IN THE NORTHWESTERLY LINE OF SAID LOT 10 WHICH IS 177 FEET AND 3/8THS INCHES SOUTHWESTERLY FROM THE NORTH EAST CORNER THEREOF (SAID 177 FEET AND 3/8THS INCHES BEING MEASURED ALONG THE NORTHWESTERLY LINE OF THE SAID LOT 10); THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT, 177 FEET AND 3/8TH INCHES TO THE NORTH EAST CORNER THEREOF; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF LOT 10 TO THE PLACE OF BEGINNING) IN E. P. MAYNARD'S LAKE SHORE SUBDIVISION OF LOT 1 IN THE RESUBDIVISION OF BLOCK 6 IN GLENCOE, SAID GLENCOE BEING A SUBDIVISION OF PARTS OF SECTIONS 5, 6, 7 AND 8 ALL IN TOWNSHIP 42 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office
91252753



Serpico, Nouvelle & Navigato
60 W Superior
Chicago, IL 60610