3₁₂₅₅₀₃₄

ARTICLES OF AGREEMENT FOR DEED

1. Hui-Ying Hu, Chang-Ngan Chen and Ngan Ying Chen, his wife, (hereinafter collectively called "Buyer"), as joint tenants with rights of survivorship and not as tenants in common, whose address is Apartment 1-D, 1500 Sheridan Road, Wilmette, Illinois 60091 agrees to purchase, and Rev. Robert C. Daley and Helen E. Daley, (hereinafter collectively called "Seller"), whose address is 1892 abbott Court, Northfield 60093, agrees to sell to Buyer at the purchase price of \$205,000.00, the property commonly known as 1892 Abbott Court, Northfield, Illinois and legally described as follows:

Lot 20 and the West half of Lot 21 and the North half of vacated alley lying South and adjoining in Block 8 in George F. Nixon & Company's First Addition to Northfield, being a Subdivision of part of the North half of the Southeast Quarter of Section 24, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Numbers:

04-24-406-008

. DEFT-01 RECORDING \$23.50 . T41111 TRAN 5992 05/29/91 13:46:00 . #5192 + A *-91-255094

COOK COUNTY RECORDER

(hereinafter referred to as "the premises")

with approximate lot dimensions of 53.6 x 133.35, together with improvements thereon and including personal property, including the following, if any, on the premises on April 21, 1991:

screens, storm windows and doors; shades, window blinds; drapery rods; curtain rods; radiator covers; attached TV antennas; heating, central cooling, ventilating, lighting and plumbing fixtures; attached mirrors, shelving, interior shuctors, cabinets and bookcases; awnings; porch shades; planted vegetation; garage door openers and transmitters; attached fireplace screens; smoke detectors; as well as the following specific items: all cd. carpeting, all window treatments, stove and oven, dishwasner and disposal, washer and dryer, built-in cabinet in kitchen, mirrors in the bathrooms, mirror attached to the door in master bedroom, light fixture in the dining room, b.b. grill, swing set in the backyard.

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

- 2. THE DEED:
- a. If the Buyer shall first make all the payments and

712550na

1867,010

Property of Coot County Clert's Office

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 his nominee, by recordable stamped warranty deed, title to the premises subject only to the following "permitted exceptions": General taxes for 1991 and subsequent years; special taxes or assessments, if any, for improvements not yet completed; installments, if any, not due at the date hereof of any special tax or assessments for improvements heretofore completed; building lines and building and liquor restrictions of record; zoning and building laws and ordinances; private, public and utility easements; covenants and restrictions of record as to use and occupancy; party wall rights and agreements, if any; acts done or suffered by or through Buyer.

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, or to such other person and it such place as Seller may from time to time designate in writing, the purchase price and interest on the balance of the purchase remaining from time to time unpaid from the date of initial closing at the rate of 9% per annum, all payable in the manner following to wit:

a. Buyer has paid \$20,500.00 as earnest money which is being held by Cyrus Realtors.

b. At the time of initial closing, May 20, 1991, the additional sum of \$64,500.00 Bollars, rius or minus prorations, if any, as is hereinafter provided;

c. The balance of the purchase price, to wit: \$120,000.00 to be paid as follows: beginning on the 20th day of June 1991 and continuing on the 20th day of each consecutive month thereafter until paid in full, equal monthly installments of \$966.00, ("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 twentieth day of May 1994;

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 reduce said unpaid principal balance of the purchase price.

4. CLOSINGS:

The "initial closing" shall occur on May 20, 1991 at the office of attorney John A. Keating, Suite 202, 1615 Orrington, Evanston, Illinois at 4:00 P.M. "Final closing" shall occur if and when all covenants and conditions herein to be performed by Buyer have been so performed.

Derry Of Coof County Clert's Office

5. POSSESSION

Possession shall be granted to Buyer at Initial Closing 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 check 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. SURVEY:

Prior to the Initial Closing, seller shall furnish a Plat of Survey dated within six (6) months prior to the Initial Closing prepared by an Illinois licensed Land Surveyor showing the location of the improvements (including fences separating the real estate from adjoining properties) thereon and showing all encroachments, if any. If the Survey discloses improper location of improvements or encroachments and Seller is unable to obtain title insurance protection for the benefit of Buyer against loss resulting from such improper location or encroachment, Buyer, may, at its option, declare the Contract to be null and void.

7. RECORDING:

The parties shall record this Agreement or a Memorandum thereof at Buyer's expense.

8. TITLE:

- a. At least five (5) days prior to the initial closing, Seller shall furnish or cause to be furnished to Buyer at Seller's expense 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) in the amount of the purchase price covering the date hereof, subject only to:
 - The general exceptions contained in the policy;
 - The "permitted exceptions" set forth in paragraph 2;
- 3. Other title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, whice may be removed by the payment of money and which shall be removed at or prior to the initial closing; and
- 4. 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 thirty (30) day period to allow Seller time to have said exceptions waived. If

Poperty of County Clerk's Office

the Seller fails to have unpermitted said exceptions waived, or, in the alternative, to obtain a commitment for title insurance specified above as to such exceptions, within ten (10) days after the expiration of the thirty (30) day period, Buyer may elect 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 conforms 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 the ritle commitment discloses 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 Poyer in all respects accepts and is satisfied with the matters cown 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 8a resulting from acts done or suffered by, or judgments against the Seller between the initial closing and the final closing.

9. PRORATIONS:

General taxes and, if final meter readings cannot be obtained, water and other utilities shall be adjusted ratably as of the date of the initial closing. Real estate taxes for the second half of the 1990 taxes and for the 1991 taxes shall be prorated as of the date of initial closing based on 113°, of the most recent ascertainable taxes.

10. SELLER'S REPRESENTATIONS:

- a. Seller warrants that neither Seller nor Seller's agent has received notice of any dwelling code violation which exists on the date of this Contract from any city, village or other governmental authority.
- b. Seller agrees to remove all debris from the premises prior to the initial closing.

11. BUYER TO MAINTAIN:

Buyer shall keep the improvements on premises and the grounds in good repair. Buyer shall make all necessary repairs

Aroperty of Cook County Clerk's Office

and renewals upon said premises, including but not limited to interior and exterior painting and decorating; window glass; heating, ventilating and air conditioning equipment; plumbing and electrical systems and fixtures; and roof.

12. FIXTURES AND EQUIPMENT:

At the time of delivery of possession of the premises 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 such 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.

13. INSUPANCE:

- 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, including floods, where applicable, the improvements now and hereafter erected on the premises with a company or companies acceptable to Seller and with coverage not less than the full amount of the purchase price hereof for the benefit of the parties hereto as their interests may appear. Such policy or policies shall contain a provision requiring that the Seller be given 30 days prior written notice of any cancellation. Such policy or policies shall be held by Seller, and Buyer shall pay the premiums thereon when due.
- b. In case of loss or damage to such improvements, whether before or after possession is given heleunder, 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 the purchase price.

14. 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 and charges 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 within ten (10) days.

15. FUNDS FOR TAXES AND CHARGES:

In addition to the agreed installments provided hereinabove,

Property of Cook County Clark's Office

Seller may require, in Seller's sole discretion, that Buyer deposit with the Seller on the day each installment payment is due until the purchase price is paid in full, a sum (herein referred to as "funds") equal to one-twelfth of the yearly taxes which may become a lien on the premises, and the estimated annual premiums for the insurance coverage required to be kept and maintained by Buyer, all as reasonable 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.

The funds shall be held by Seller in an institution the deposits or accounts of which are insured or guaranteed by a Federal of State agency. Seller is hereby authorized and directed to use the funds for the payment of the aforementioned taxes, assessients, rents and premiums. Seller shall, upon request of the Buyer, give to 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 pledges 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 deposit 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 and 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 beid 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.

16. 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 on or about the premises shall belong to and become the property of the Seller without liability or obligation on Seller's part to

ndin di Lori de Lori d Lori de Lori d

Property of Cook County Clerk's Office

account to the buyer therefore or for any part thereof.

17. LIENS;

Buyer shall not suffer or permit any mechanic's 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 Seller.

18. PERFORMANCE;

- 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 twenty (20) 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) 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 danages in full satisfaction of any action 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 hereunder, 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 receiver.
- c. If default is based on 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 Ruyer to Seller.
- d. Seller may impose and Buyer agrees to pay a lare charge not exceeding five percent (5%) of any sum sue hereunder which Seller elects to accept after the date the sum was due.
- e. Anything contained in subparagraph (a) through (d) to the contrary notwithstanding, this Agreement shall not be forfeited and determined, if within twenty (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 promises or monetary claims arising from acts or obligations of Buyer under this Agreement.
 - 19. DEFAULT FEES:
 - a. Buyer or Seller shall pay all reasonable attorney fees

Property of County Clerk's Office

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 right 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, or after knowledge of any breach of this Agreement by Buyer or Seller, or after the termination of Buyer's right of possession hereinder, or after the service of any notice, or after commencement of any suit, or after final judgment for possession of the premises shall not reinstate, continue or extend this Agreement for affect any such notice, demand or suit or any right hereunder not herein expressly waived.

20. 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; and such notice shall be deemed made when mailed or served.

All notices sent to Buyer shall be sent to 1892 Abbott Court, Northfield, Illinois, 60093 with copies to attorney John A. Keating, Suite 202, 1615 Orrington, Evanston, Illinois 60201, and to Chang-Ngan Chen and Ngan Ying Chen, 10301 Dunn Meadow, Vienna, Virginia 22182.

All notices sent to Seller shall be sent to:
Rev. Robert C. Daley and Helen E. Daley, with copies to
attorney Richard Bloom, 2002 S. Arlington Heights Road,
Arlington Heights, Illinois 60005.

21. ASSIGNMENT:

The Buyer shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder. 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

Property or Cook County Clerk's Office

premises in any such transferee, pledgee or assignee, but Seller may, at Seller's option, declare this Agreement null and void and invoke the provisions of this Agreement relating to forfeiture hereof.

22. FINAL CLOSING:

Buyer shall be entitled to delivery of the Deed of conveyance 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 check or certified check, without premium or penalty. 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 any transfer tax imposed by the Village of Northfield shall be paid by the party designated in the applicable Village Ordinance.

23. RIDERS:

The Provisions 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.

24. CAPTIONS AND PRONOUNS:

The captions and headings of the various sections of 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 context 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.

25. 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.

26. 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.

27. 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.

Property of Cook County Clerk's Office

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this ** day of May, 1991.

BUYERS:

Hui-Ying-Hu

set for

Ying Chen

SELLERS:

Robert C. Daley

Helen E. Dales

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CEPTIFY that

HUI-YING HU AND NORW YING CHEN & Thurst - Loga (Init)

personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person acknowledged that they signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this 2015 day of May, 1991.

OFFICIAL SEAL
RICHARD K. BLOOM
NOTARY PUBLIC STATE OF BLINGS
MY CONNISSION DOP. JUNE 9,1992

Commission Expires:

6/9/92

Stopenty of Collins Clerk's Office

91255094

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument appeared before methis day in person, acknowledged that he (they) signed, sealed and delivered the said instrument as such trustee and as a free and voluntary act, for the uses and purposes herein set forth.

Given under by hand and official seal, this 2012 day of May, 1991.

OFFICIAL SEAP RECHARD K. B. COTH HOTARY PUBLIC STATE OF MARKING MY COTTISSION DOP. JUNE 0,7092

Romh Rom, Notary Public

Commission Expires: 6/9/92

Mailto
Richard Bloom
30035. Arlington Hts Rd
Carlington Hts, II.
60005

Stopeth of County Clerk's Office