

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

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1. BUYER, Mark Haines & Joseph LaBella Address 16201 South Park,
So. Holland, Cook County; State of Illinois agrees to purchase, and SELLER, Estate of
Edward Piech, Jeffrey Piech & Katherine Ford Address 21550 Kingston Way, Mokena
Will County; State of Illinois agrees to sell to Buyer at the PURCHASE PRICE of Sixty-Three Thousand
Dollars (\$63,000.00) the PROPERTY commonly known as 14208 Tracy

Riverdale, IL and legally described as follows:
Lot 5 and the North 10 feet of Lot 6 in Block 2 in Ivanhoe, being Branigar Brothers Subdivision of part of the East half of the South East quarter of Section 5 and part of the South West quarter of Section 4, Township 36 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

(hereinafter referred to as "the premises")

with approximate lot dimensions of 40' x 120', 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 air conditioning system~~; fixed carpeting; ~~built-in kitchen cabinets~~; equipment and cabinets; ~~walk-in closet~~; existing storm and screen windows and doors; ~~central heat and air conditioning system~~; ~~garage door openers and car units~~; and the following items of personal property: **kitchen refrigerator, kitchen range, washing machine, all existing light fixtures & window coverings.**

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. This property is being sold in "as is" condition and buyers are responsible for the village inspection fee and compliance therewith.

3. THE DEED:

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 hereinabove set forth, Seller shall convey by cause to be conveyed to Buyer (in joint tenancy) or his nominee, by a recordable, stamped general Warranty & Executor's 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; installments 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 21550 Kingston Way, Mokena,

3. INSTALLMENT PURCHASE: Buyer hereby covenants and agrees to pay to Seller at Illinois 60448 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 Ten percent (10%) per annum, all payable in the manner following to wit:

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

(c) The balance of the purchase price, to wit: \$ 58,000.00 to be paid in equal monthly installments of \$ 509.24 each, commencing on the

27th day of May, 1991, and on the 27th 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 herein after provided, if not sooner paid shall be due on the 26th day of October, 1991;

(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 subsequently 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;

(1) 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 April 27, 1991, or on the date, if any, to which said date is extended by reason of subparagraph 8(b)(1) office of De Jong & Sharkey, P.C. "Final closing" shall occur

5. POSSESSION: Possession shall be granted to Buyer at MORNING on April 27, 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.

RENTALS CLOSING DATE, 2ND FLOOR

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 amounts so paid or expended including all incidental costs, expenses and attorney's fees attendant thereto, incurred by Buyer to protect Buyer's interest hereunder from the unpaid balance of the purchase price or from the installments payments to be made under this Agreement.

SURVEY: Prior to the 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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8. TITLE: five (5) days after 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 Real Estate Titles and Liens Search or 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 5; (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 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 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 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 B (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 Laces, 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 extend insurance 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 "ALTA 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. HOMEOWNERS ASSOCIATION:

10. HOMEOWNER'S ASSOCIATION: (a) In the event the premises are subject to a townhouse, condominium or other homeowner's association, Seller shall, prior to the initial closing, furnish Buyer as statement from the Board of managers, treasurer or managing agent of the association certifying payment of assessments and, if applicable, a pool 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. PRORATIONS: 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 reparation 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.

13. ESCROW CLOSING: At the o

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, this transaction or the conveyance contemplated hereby shall be made through escrow with a title company, bank or other institution or an attorney licensed to do business or to 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 escrow, anything in this Agreement to the contrary notwithstanding, installments or payments due thereunder and delivery of the Deed shall be made through escrow. The cost of the escrow including an ancillary 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

(a) Seller expressly warrants to
which existed in the dwelling at

(b) Seller represents that all equipment and appliances to be conveyed, including but not limited to the following, are in operating condition:

(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 heater and softener; 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. IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE BUYER PRIOR TO THE DATE SPECIFIED FOR INITIAL CLOSING IT SHALL BE CONCLUDED THAT THE CONDITION OF THE ABOVE EQUIPMENT IS SATISFACTORY. O THE BUYER AND THE SELLER SHALL HAVE NO FURTHER RESPONSIBILITY WITH REFERENCE THERETO.

(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 as 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, sightly, 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 this 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, sightly, and healthy condition, and Buyer agrees to pay to Seller, as so much additional purchase price for the premises, the expenses of the Seller in making said repairs and in placing the premises in a clean, sightly, and healthy condition, or (b) notify the Buyer to make such repairs and to place said premises in a clean, sightly, 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:

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 3 ("H.O.3") 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 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. Buyer shall provide evidence of insurance sellers.

TAXES AND CHARGES: It is understood that the Building Department shall be responsible for the payment of taxes and charges on the building and that the Building Department shall be responsible for the payment of taxes and charges on the building.

Seller shall be responsible for 1990 taxes and provide evidence of payment
prior to closing.

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(3) In the event that a title to the premises is held in or converted into a trust prior to the initial closing, it shall be converted to Buyer when held by Trustee; Deed, in such terms of title, Agreements, instruments, documents, and writings which convey the title to the holder is attached hereto and by this instrument held by the titleholder in fee simple absolute and undivided, except that the conveyance shall be by Trustee.

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28. FINAL CLOSING: Buyer shall be entitled to delivery of Title and a Bill of Sale to the seller at the place of business or residence of the seller.

27. ASSIGNMENT: The Buycer shall not transfer, pledge or assign his interest in this Agreement, or any interest he may have in or to the properties of this Company, to any party other than the Buycers, or to any third person, without the written consent of the Buycers.

26. CALCULATION OF INTEREST: Interest for each month shall be added to the unpaid balance of the first day of each month or one-twelfth of the annual interest accrued upon the unpaid balance due as of the last day of the preceding month based upon a 365 day year, unless otherwise provided from the period closing until the date the first instalment is due shall be payable on the basis of 360 days per year.

32. SELLER'S ACCESS: Seller may make or cause to be made reasonable entries upon and into possession of the premises, so as to provide that Seller

24. ABANDONMENT: If fifteen days' physical absence by Buyer with any unusual mental or physical disability, or removal of the subscriber portion of

shall not exceed one-half of twelve months, except as provided by law, unless such extension is approved by the appropriate authority.

(e) Any findings contained in superagrapths (a)-(d) to the contrary notwithstanding, this Agreement shall not be forfeited and monetary claims arising from or resulting from any other acts or omissions of Buyer or its agents, employees, officers, directors, shareholders, partners, contractors, agents, subcontractors, or independent contractors, any other details of a manœuvrability nature affecting the performance of the Purchaser's obligations under this Agreement, or any other tenders to seller, like entire unpaid principal balance of the intermediate, if applicable, 20 days after such written notice, whichever is earlier.

the application of receiver, which may be based upon the facility to pay taxes, assessments, or license, either wholly or partially to make such payments and add the amount to the principal balance due, which may be imposed by law under section 59 of any sum due hereunder which seller retains.

(b) As additional security in the event of default, buyer agrees to sell all unpaid items, and all items which accrue thereafter, and in addition to sue for recovery of amounts so due.

(a) In PURCHASE AGREEMENTS, each party shall have the right to inspect the property prior to the date of closing and to make such investigations as it deems necessary. The parties shall be entitled to inspect the property at any time during the period from the date of the execution of this Agreement until the date of closing.

21. **PERFORMANCE**: Release of the Party Contracting, and 1 copy of each and every such contract shall be promptly delivered to Seller.

(a) Buoyer shall not suffer or permit any mechanics, labor, judgmentment herein or other legal expenses of any nature whatsoever to attach to or be against

(e) In the event of the termination of this Agreement by either party hereto, or in any other manner, such party shall be entitled to receive payment of all amounts due and payable to it under this Agreement.

19. BUYER'S INTEREST
Seller may not charge for or holdback and applyings like funds, assessments and accounts of vehicles and company said assessments as bills, nor shall Buyer be entitled to interests or earnings on the funds, unless otherwise agreed, within the time of execution of all sums due hereunder, Seller shall promptly refund to Buyer any funds so held by Seller.

Seller shall be entitled to receive payment of the amount due to Buyer under this Agreement, less the amount paid by Seller to Buyer's option, or a cash equivalent to pay all such charges as herein provided. Seller shall pay, or cause to be paid, to Buyer the amount necessary to cover expenses of collection, including reasonable attorney's fees, costs and expenses of collection, if Buyer sues Seller for payment of amounts due hereunder.

If the amount of life funds together with the future periodic deposits of such funds payable prior to or due date of the aforementioned

