



**8. TITLE:**

(a) At least ten (10) business days prior to the initial closing and, again, prior to final closing with an Affidavit of Title, covering said date, subject only to those permitted exceptions set forth in paragraph 2, prior mortgages permitted in paragraph 6 and permitted 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.

(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 moneys paid by Buyer hereunder shall be returned.

(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 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 date, subject only to those permitted exceptions set forth in paragraph 2, prior mortgages permitted in paragraph 6 and permitted 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. 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 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. PRORATIONS:** If final meter readings cannot be obtained, water and other utilities shall be adjusted ratably as of the date of initial closing. Furthermore, 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. TOWNHOUSE HOUSING:** Seller shall provide Buyer with a copy of the townhouse housing agreement, including the declaration, covenants, conditions, restrictions and bylaws, and any other documents required by the declaration or bylaws thereto as a precondition to the transfer of ownership.

**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 herein described 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 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 and to 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 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, 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 the sum 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 ("HO 1") and, also, flood insurance where applicable, with coverage not less than the amount of the replacement cost of the improvements on the premises, and the proceeds of such policy or policies shall be held by Seller, and Buyer shall pay the premiums thereon when due. For the replacement cost.

(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 3, 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 therein referred to as "fund(s)" equal to one-twelfth of the taxes, fees, assessments which may become 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.

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Notary Public Commission Expires

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_

the voluntary act of said corporation, for the uses and purposes therein set forth.

Secretary then and there acknowledged that he, as custodian of the corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free 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

who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such \_\_\_\_\_ and \_\_\_\_\_

Secretary of said corporation \_\_\_\_\_ and \_\_\_\_\_ Vice President of \_\_\_\_\_ hereby certify that \_\_\_\_\_ a Notary Public in and for said County, in the State aforesaid, do

STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ )  
Commission Expires \_\_\_\_\_

Given under my hand and notarial 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 persons \_\_\_\_\_ whose name \_\_\_\_\_ and \_\_\_\_\_

1. the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ DANIEL T. LEAVY

STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ )  
Commission Expires \_\_\_\_\_

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_

subscribed to the foregoing instrument as a free and voluntary act, for the uses and purposes herein set forth.

and KATLY GRITTERS personally known to me to be the same person \_\_\_\_\_ whose name \_\_\_\_\_

2. the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ ROBERT GRITTERS

STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ )  
Commission Expires \_\_\_\_\_

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_

IN WITNESS WHEREOF, the said Notary Public have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_

\_\_\_\_\_ BUYER  
+ Daniel T. Leavy  
+ Carol E. Wagner  
+ Daniel T. Leavy  
+ Carol E. Wagner  
\_\_\_\_\_ SELLER:  
+ Robert Gritters  
+ Katty Gritters

3330-181st Place, P.O. Box 240  
Langston, IL 60438  
RONALD KIEDAISCH, LTD.  
this instrument prepared by  
KATLY GRITTERS  
ROBERT GRITTERS

37. Rider (if identified with the signatures of the parties is attached hereto and made a part hereof)

36. NOT BINDING UNTIL MEMORANDUM OF AGREEMENT IS FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF THE COUNTY OF \_\_\_\_\_

35. 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 with respect to this Agreement or the premises

34. 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.

33. PROVISIONS SEVERABLE: The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision of this Agreement unenforceable or invalid.

32. CAPTIONS AND PRONOUNS: 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 context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine and neuter shall be freely interchangeable.

31. 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.

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

(c) 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 subparagraph (a) and (b) of this paragraph 29 with Buyer paying all trust fees and recording cost resulting therefrom.

(b) The provisions of this Agreement shall be binding on the parties hereto and their heirs, executors, administrators, successors and assigns. The parties hereto agree that this Agreement shall be binding on the parties hereto and their heirs, executors, administrators, successors and assigns.

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## RIDER "A"

ATTACHED TO AND MADE A PART OF THE ARTICLES OF AGREEMENT FOR DEED  
DATED JUNE 19, 1992 BY AND BETWEEN THE PARTIES WHOSE SIGNATURES  
APPEAR BELOW

38. It is understood that the monthly payments required under this contract are needed by the Seller to make payments on the mortgage referred to in this contract and if such payments are not made the Seller will incur a cost in obtaining funds to make the required payments to the said mortgagee. Accordingly, if payments are not made by the Buyer on or before the first of each month an amount equal to \$10.00 for each day that the payment is delinquent, which amount shall represent a late charge, shall be paid to the Seller and shall not be credited either against interest or principal on this agreement. The right of the Seller to collect such late payment charge shall not however act as a waiver of any rights or remedies which the Seller has under this Agreement in the event any payment to be made hereunder is not paid on or before the first of each month.

39. It is understood that the mortgage to which the title to the real estate is presently subject, which mortgage is hereinafter referred to as the "Existing Mortgage" provides for the furnishing of insurance by the Seller. The parties will prorate such insurance as of the date of the initial closing and the Seller shall receive a credit for the unearned premium. The monthly insurance payments to be made by the Buyer under the terms of this Agreement shall be used by the Seller for the insurance premium escrow required by the holder of the existing mortgage. The payment of all premiums on the insurance required by the existing mortgage holder shall be the Buyer's obligation beginning with the date of the initial closing. In addition to such insurance obligation the Buyer shall also furnish to the Seller as a second insurance policy the insurance required under paragraph #16. hereof. The Buyer shall make all payments of premiums on such policy and shall furnish the original policy to the Seller on the date of the initial closing and shall maintain with the Seller an original current policy of such insurance, always in full force and effect, until the time of payment of the balance of the entire purchase price to the Seller. Seller will pay the insurance cost of the second policy exceeding \$400.00 up to a total policy cost of \$600.00 per year.

40. On the date of the initial closing the Seller will assign to the Buyer all existing leases on the real estate and will also deliver to the Buyer all tenant security deposits. The Buyer will, on the date of initial closing, deliver to the Seller a signed indemnity indemnifying the Seller against any claims made against the Seller by any of the tenants arising out of such security deposits.

41. The Buyer agrees to indemnify and save harmless the Seller of and from any and all loss, damage, claim or expense including reasonable attorneys fees, resulting or arising from any claim for personal injury or property damage arising on or about the real estate being sold hereunder. The Buyer agrees to maintain and keep in full force and effect at all times a policy of public liability insurance having limits of \$500,000.00 for each person injured and \$1,000,000.00 for each occurrence and \$100,000.00 for property damage. The Seller shall be named as an additional insured under all such policies. The Purchaser shall maintain at all times on deposit with the Seller a certificate of such insurance showing that the same is in full force and effect and containing also an endorsement that the company will not cancel such insurance without giving ten (10) days prior written notice to the Seller.

42. Notwithstanding any contrary provisions of this Agreement, the conveyance to be made to the Buyer shall convey an undivided one half interest to CARL C. WOZNIAK and the other undivided one half interest to DANIEL T. LEAHY and CAROL LEAHY as joint tenants and not as tenants in common. The interest of DANIEL T. LEAHY and CAROL LEAHY hereunder shall be as joint tenants and not as tenants in common.

# UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this 1st day of January, 1900.

CLERK OF SAID COUNTY

Property of Cook County Clerk's Office

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43. Should the Seller elect to serve any notice on the Buyer which may be required under the provisions of this Contract or which may be required by statute, including any notice required under the Forcible Entry and Detainer Act of the State of Illinois, the mailing of the same to the Buyer in the manner required under paragraph 23. hereof shall constitute service thereof on the Buyer's and the Buyers waive any statutory method for service thereof it being understood that such notice shall be deemed served when mailed in the manner required in said paragraph.

44. Notwithstanding any contrary provisions hereof the Buyers will, on the date of initial closing, pay to the Seller an amount equal to the then balance in the Seller's escrow account with the holder of the existing mortgage. Real estate taxes will be prorated on the basis of the most recent ascertainable taxes and the parties will re-prorate such taxes at such time as the actual bills become available and the party entitled to a credit will be paid that credit immediately by the other party upon demand. Rents will also be prorated as of the date of initial closing.

IDENTIFIED:

+ Egbert Gritters  
EGBERT GRITTERS

+ Kathy Gritters  
KATHY GRITTERS

+ Daniel T. Leahy  
DANIEL T. LEAHY

+ Carole Leahy  
CAROL LEAHY

+ Carl C. Wozniak  
CARL C. WOZNIAK

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CHIEF CLERK

RECEIVED