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ARTICLES OF AGREEMENT FOR WARRANTY DEED

1. BUYER, Annette Took, 16618 East Oxford Drive, Markham, IL 60426, Cook County, agrees to purchase, and SELLER, Estate of Mary J. Gurst, Emile W. Mitchell, Executor, Cook County, State of Illinois, agrees to sell to BUYER at the purchase price of TEN THOUSAND & no/100 (\$10,000.00) DOLLARS, the PROPERTY commonly known as 14616 South Seeley, Dixmoor, IL, and legally described as:

Lot 8 and Lot 9 (Except the South 5 feet) in block 208 in Harvey, a Subdivision of that part of the East 1/2 of the Northwest 1/4 of Section 7, Township 36 North, Range 14, East of the Third Principal Meridian, South of the Indian Boundary Line lying South of Chicago and Grand Trunk Railway, according to plat document 1684064, in Cook County, Illinois.

. DEPT-01 RECORDING \$39.50
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 . COOK COUNTY RECORDER

PIN: 29-07-142-049

(hereafter referred to as "the Premises") and commonly known as 14616 South Seeley, Dixmoor, Illinois.

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 hereinafter set forth, Seller shall convey or cause to be conveyed to Buyer or his nominee, by a recordable stamped 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 utilities; (f) drainage ditches, feeders, laterals and drain tile, pipe or other conduit;

(b) The performance of all the covenants and conditions herein to be performed by Buyer shall be a condition precedent to Seller's obligations to deliver the deed aforesaid.

3. **INSTALLMENT PURCHASE.** Buyer hereby covenants and agrees to pay to Seller, at 9236 South Calumet, Chicago, IL 60619, 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 (10%) percent per annum, all payable in the manner following, to-wit:

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(a) Buyer has paid earnest money of ONE THOUSAND and no/100 (\$1,000.00) DOLLARS and a down payment of FOUR THOUSAND and no/100 (\$4,000.00) DOLLARS, to be applied on the purchase price;

(b) The balance of the purchase price, to-wit: FIVE THOUSAND and no/100 (\$5,000.00) DOLLARS to be paid in eighteen (18) equal monthly installments of ~~TWO HUNDRED SEVENTY SEVEN~~ ^{A.T. 100} ~~FOURTY~~ ^{THREE} and ~~78/100~~ ^{42.00} (\$~~277.78~~) DOLLARS each, plus such amount as is necessary to equal monthly escrow payment required for taxes and interest, commencing on the 1st day of December, 1993, and on the 1st day of each month thereafter until the final payment of the purchase price is paid in full ("Installment Payments");

(c) 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 May, 1995;

(d) All payments received hereunder shall be applied in the following order of priority: first, to interest accrued and owing on the unpaid principal balance of the purchase price; second, to pay before delinquent, all taxes and assessments which subsequent to the date of this Agreement may become a lien on the premises; third, to pay insurance premiums falling due after the date of this Agreement; and fourth, to reduce said unpaid principal balance of the purchase price;

(e) Seller agrees that if Buyer obtains a written statement from a bank or other mortgage lender, stating that the lender will approve Buyer for a first mortgage based on Buyer's financial profile and the condition of the property commonly known as 14616 South Seeley, Dixmoor, IL, Seller will tender title, contingent on payment of the purchase price in full along with any other charges due to Seller;

(f) Buyer agrees to pay a monthly real estate tax escrow in the amount of ~~SEVENTY~~ ^{A.T. 100} ~~THREE~~ ^{Seventy} and no/100 (~~973.00~~) DOLLARS.

4. **POSSESSION.** Possession shall be granted to Buyer at 12:01 A.M. on date of this Agreement, provided that the full downpayment minus net prorations due in favor of Buyer, if any, has been paid to Seller, in cash or by Cashier's or certified check and further provided that Buyer is otherwise not in default hereunder.

5. **PRIOR MORTGAGES.** There presently does not exist a mortgage on this property and neither Seller nor Buyer shall place a mortgage or trust deed against said property except for Buyer's mortgage to finance the final payment.

6. **SURVEY.** Seller has delivered to Buyer or his agent, a spotted survey of the premises, certified by a licensed surveyor showing all improvements existing as of this contract date and all easements and building lines.

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7. TITLE.

(a) At least one (1) business day prior to the final closing, Seller shall furnish or cause to be furnished to Buyer at Seller's expense, a copy of an Owner's Duplicate Certificate of Title issued by the Registrar of Titles and a Special Tax and Lien Search or a copy of 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 Intercounty Title Company 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) 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 (4) acts done or suffered by or judgments against the Buyer, or those claiming, 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 of 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, 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 contact 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) 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 and all matters shown on the survey.

8. **AFFIDAVIT OF TITLE.** Seller shall furnish Buyer, prior to final closing with an Affidavit of Title, covering said dates, subject only to those permitted exceptions set forth in Paragraph

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2, and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in Paragraph 7. 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.

9. **PRORATIONS.** Insurance premiums, general Real Estate taxes, shall be prorated against the contract balance, 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.

10. **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 an escrow, anything in this Agreement to the contrary notwithstanding, installments or payments due thereafter 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.

11. **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.

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12. INSURANCE.

(a) Buyer shall be responsible from and after the time specified in Paragraph 4 for possession to keep said premises insured against liability for the benefit of the parties hereto and the interests of any mortgages or trustee, if any, as their interests may appear; copies of such insurance policy or policies shall be furnished to Seller, and Buyer shall pay the premiums thereon when due. If Buyer fails to pay such premiums, Seller may, but shall not be required to pay such premiums. Should Seller pay said premiums, Buyer shall reimburse Seller for such expenses within 30 days of notice from Seller of such expenditure;

(b) In the event that the property is damaged or destroyed through no fault of Buyer, proceeds of the insurance are to be divided equitably between Buyer and Seller based on:

- 1) that portion of the purchase price previously paid by Buyer in relation to the total purchase price; and
- 2) those verified improvements to the subject property, made by Buyer, in connection with his possession of said property.

13. **TAXES AND CHARGES.** It shall be Seller's obligation to pay at Buyer's expense 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 Buyer with the original or duplicate receipts therefor on or about the 5th day of March and the 5th day of August. Buyer shall reimburse Seller for any such expenses not previously paid, within 30 days notice from Seller of such expenditure.

14. BUYER'S INTEREST.

(a) No legal right, title or interest, 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, whether finished or unfinished, whether installed or constructed on or about said premises by the Buyer or others shall belong to and become the property of the Seller without liability or obligation on Seller's part to account to the Buyer therefor or any part thereof.

15. **LIENS.** Neither Buyer nor Seller shall permit a mechanics' judgment or other lien to attach to the premises.

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16. PERFORMANCE.

(a) 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 ten (10) 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 or Buyer improves the property); Seller may treat such a default as a breach of this Agreement and Seller shall have any or more of the following remedies in addition to all other rights and remedies provided at law or in equity: (i) maintain 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 damages in full satisfaction of any claim against Buyer, and if Buyer fails 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) If default is based upon 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 due and payable by Buyer to Seller within 10 days of date of notice;

(c) Seller may impose and Buyer agrees to pay a late charge not exceeding 4% of any sum due hereunder which Seller elects to accept after the date such sum was due. Said late due date shall be the fifteenth of the month;

(d) Anything contained in sub-paragraphs (a) through (d) to the contrary notwithstanding, this Agreement shall not be forfeited and determined, if within 20 days after such written notice of default, Purchaser 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 premises or monetary claims arising from acts or obligations of Purchaser under this Agreement.

17. DEFAULT, FEES.

(a) Buyer shall pay all reasonable attorney's fees and costs incurred by Seller in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance, in defending any proceeding to which Seller is made a party defendant as a result of the acts or omissions of the Buyer;

(b) (1) All rights and remedies given to Buyer or Seller shall be distinct, separate and cumulative, and the use of

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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;

(c) The payment or acceptance of money after it falls due after knowledge of any breach of this agreement by Buyer or Seller, or after the termination of Buyer's right of possession hereunder, 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, nor affect any such notice, demand or suit or any right hereunder not herein expressly waived.

18. **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 same, and the same may be served upon the other party or his agent personally or by certified or registered mail, return receipt requested to the parties addressed if to Seller at the address shown in Paragraph 3 or if to the Buyer at the address of the premises. Notice shall be deemed made when mailed or served.

19. **ABANDONMENT.** Thirty days' physical absence by Buyer with any installment being unpaid, or removal of the substantial portion of Buyer's personal property with installments being paid, and, in either case, reason to believe Buyer has vacated the premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the premises by Buyer. In such event, and in addition to Seller's remedies set forth in Paragraph 18, Seller may, but need not, enter upon the premises and act as Buyer's agent to perform necessary decorating and repairs to re-sell the premises outright or on terms similar to those contained in this Agreement with allowance for then existing market conditions. Buyer shall be conclusively deemed to have abandoned any personal property remaining on or about the premises and Buyer's interest therein shall thereby pass under this Agreement as a bill of sale to Seller without additional payment by Seller to Buyer.

20. **SELLER'S ACCESS.** Seller may make or cause to be made reasonable entries upon and inspection of the premises once a year without cause and more often with cause, provided that Seller shall give Buyer notice prior to any such inspection specifying reasonable cause therefor related to Seller's interest in the premises.

21. **CALCULATION OF INTEREST.** Interest for each month shall be added to the unpaid balance on the 1st day of each month at the rate of one-twelfth of the annual interest rate and shall be calculated upon the unpaid balance due as of the last day of preceding month based upon a 360 day year. Interest for the period

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from the date of initial closing until the date the first installment is due shall be paid on or before the date of initial closing.

22. ASSIGNMENT. Neither Buyer nor Seller shall transfer, pledge or assign this Agreement, or any interest herein or hereunder, nor shall the Buyer lease or sublet the premises, or any part thereof. 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 premises in any such transferee, pledgee, assignee, lessee or sub-lessee, but either party may, at said parties option, declare this Agreement null and void and invoke the provisions of this Agreement relating to forfeiture hereof.

23. FINAL CLOSING. Buyer shall be entitled to delivery of Deed of conveyance aforesaid, and a title commitment under this Agreement at any time upon payment of all amounts due hereunder in the form of cash or cashier's or certified check made payable to Seller, which amount shall be 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 when imposed by State or County law on the transfer of title to Buyer, and Buyer shall pay any such stamp tax and meet other requirements as the may be established by any local ordinance with regard to the transfer of title to Buyer, unless otherwise provided in the local ordinance.

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

25. RIDERS. The provision contained in any rider attached hereto are and for all purposes shall be deemed to be part of this Agreement as through herein fully set forth.

26. 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 required or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

27. PROVISIONS SEVERABLE. The unenforcability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

28. 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 of this Agreement.

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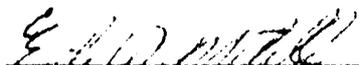
29. **JOINT AND SEVERAL OBLIGATIONS.** The obligations of two or more persons designated "Seller" or "Buyer" in this Agreement shall be joint and several, and in such, each hereby authorized the other or others of the same designation as his or her attorney-in-fact to do or perform any act or agreement with respect to this Agreement or the premises.

30. **NOT BINDING UNTIL SIGNED.** A duplicate original of this Agreement duly executed by the Seller and her spouse, if any, shall be delivered to the Buyer. Seller's spouse's signature indicates a release of espousal rights.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, this ____ day of October, 1993.

SELLER:

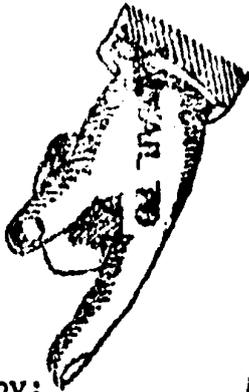
BUYER:



ESTATE OF MARY J. GURST,
EMILE W. MITCHELL, EXECUTOR

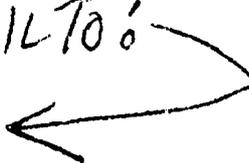
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ANNETTE TOOKS



Prepared by:

LYNETTE THOMPSON-EDWARDS
Attorney at Law
9726 South Charles Street
Chicago, Illinois 60643
(312) 445-9407

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Emile W. Mitchell, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my and official seal, this ____ day of October, 1993.

Emile W. Mitchell

Notary Public

Commission Expires:

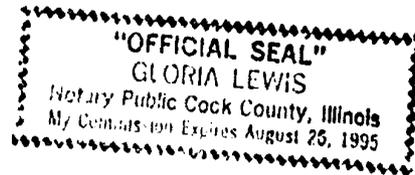
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Annette Took, 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 she signed sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 13 day of October, 1993.

Gloria Lewis

Notary Public



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