

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

ARTICLES OF AGREEMENT FOR WARRANTY DEED

THIS AGREEMENT, entered into on this 12th day of March, 1993, by and between ROSA PEWETT and JOE HUNTER, of 1782 TANER Place, Oak Park, Illinois 60454, (hereinafter referred to as "Contract Sellers") and THERESA COLEMAN, of 123 Willowbrook Farm, Cross, IL (hereinafter referred to as "Contract Purchaser"):

WITNESSETH:

That if Contract Purchaser, shall first make the payments and perform Contract Purchaser's covenants hereunder, Contract Sellers hereby covenant and agree to convey to Contract Purchaser in fee simple by Contract Sellers' Stamped and Recordable Warranty Deed, with waiver of homestead, subject to the matters hereinafter specified, the premises situated in the County of Cook and State of Illinois, the legal description of which is attached hereto as Exhibit "A"

. DEPT-01 RECORDING \$43.50  
. T#0010 TRAM 0627 03/16/93 10:22:00  
. \$5980 + \*-93-195021  
COOK COUNTY RECORDER

PROPERTY ADDRESS: 1449-51 East 69th Place  
CHICAGO, ILLINOIS

AND Contract Sellers further agree to furnish to Contract Purchaser on or before the 12th day of September, 1993, at Contract Sellers' expense, the following evidence of title to the premises: (a) Owners title insurance policy in the amount of \$75,000.00, issued by ATTORNEYS' NATIONAL TITLE NETWORK, INC., or (b) certificate of title issued by the Registrar of Titles of Cook County, Illinois, showing merchantable title in Contract Sellers on the date hereof, subject only to the matters specified below. And Contract Purchaser hereby covenant and agree to pay to Contract Sellers, at such place as Contract Sellers may from time to time designate in writing, and until such designation at the office of ROSA PEWETT and JOE HUNTER,

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the price of SEVENTY FIVE THOUSAND (\$75,000.00) DOLLARS in the manner following, to-wit:

A. THIRTY FIVE THOUSAND (\$35,000.00) DOLLARS, the receipt of which is herein acknowledged;

B. And the balance of FORTY THOUSAND (\$40,000.00) DOLLARS with interest at the rate of TEN (10%) per cent per annum payable on the whole sum remaining from time to time unpaid, due and payable in full on the 12th day of September, 1993, or six (6) months after the date of execution of this Agreement, which ever comes later.

Possession of the premises shall be delivered to Contract Sellers on the 12th day of March, 1993, provided the Contract Purchaser is not then in default under this Agreement.

Rents, water taxes, insurance premiums and other similar items are to be adjusted pro rata as of the date provided herein for delivery of possession of the premises. General taxes for the years of 1989 through 1992 shall be paid in full by the Contract Sellers and general real estate taxes for the year 1993, are to be prorated from January 1st to such date for delivery of possession, and if the amount of such taxes is not then ascertainable, the prorating shall be done on the basis of the amount of the most recent ascertainable taxes.

It is further expressly understood and agreed between the parties hereto that:

1. The Conveyance to be made by Contract Sellers shall be expressly subject to the following:

a. General taxes for the year 1992 and 1993 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof;

b. All installments of special assessments heretofore levied falling due after the date hereof;

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c. The rights of all persons claiming by, through or under Contract Purchaser;

d. Easements of record and party-walls and party-wall agreements, if any;

e. Building line and use and occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances;

f. Roads, highways, streets and alleys, if any;

2. Contract Purchaser shall pay before accrual of any penalty any and all taxes and installments of special assessments pertaining to the premises that become payable on or after the date of delivery of possession to Contract Purchaser, and Contract Purchaser shall deliver to Contract Sellers duplicate receipts showing timely payment thereof.

3. Contract Purchaser shall keep the buildings and improvements on the premises in good repair and shall neither suffer nor commit any waste on or to the premises, and if Contract Purchaser fails to make any such repairs or suffers or commits any waste on or upon the premises, Contract Sellers may elect to make such repairs or eliminate such waste and the cost thereof shall become an addition to the purchase price immediately due and payable to Contract Sellers, with interest at the rate of Fourteen (14%) per cent per annum until paid.

4. Contract Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to or be against the premises, which shall or may be superior to the rights of the Contract Sellers.

5. Contract Sellers agree to permit Contract Purchaser to make any and all repairs, improvements or alterations as deemed

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fit and/or necessary by Contract Purchaser, at Contract Purchaser's expense, and Contract Purchaser agree to hold Contract Sellers harmless from any and all said repairs, improvements or alterations. In the case of the filing of any mechanic's lien or claim for lien against the premises, Contract Purchaser will promptly pay same or take such legal action as is appropriate, at her sole expense, to defend the premises against said lien on behalf of Contract Seller and Contract Purchaser. Contract Purchaser may elect to contest said lien claim, and in such event shall provide satisfactory evidence to Contract Sellers of sufficient funds available to pay said lien in total."

6. Contract Purchaser shall not transfer or assign this Agreement or any interest therein, without the previous written consent of Contract Sellers, and any such assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in the premises, but shall render this contract null and void, at the election of the Contract Sellers; and Contract Purchaser will not allow the premises, or any part thereof, to be used for any unlawful purpose.

7. No right, title or interest, legal or equitable, in the premises, or any part thereof, shall vest in Contract Purchaser until the delivery of the deed aforesaid by Contract Sellers, or until the full payment of the purchase price at the times and in the manner herein provided have been fully satisfied.

8. No extension, change, modification or amendment to or of this Agreement of any kind whatsoever shall be made or claimed by Contract Purchaser, and no notice of any extension, change, modification or amendment, made or claimed by Contract Purchaser shall have any force or effect whatsoever unless it shall be endorsed in writing on this Agreement and signed and executed by all of the parties hereto.

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9. Contract Purchaser shall keep all buildings at any time on the premises insured in Contract Sellers' name at Contract Purchaser's expense against loss by fire, lightning, windstorm and extended coverage risks in companies to be approved by Contract Sellers in an amount at least equal to the sum remaining unpaid hereunder, which insurance, together with all additional or substituted insurance, shall require all payments for loss to be applied first to repairs and the balance, if any, to the balance due hereunder. Such policy shall contain appropriate Riders or loss payable clauses for the protection of the interests of all parties concerned and shall Contract Purchaser, their agents and employees. Contract Purchaser shall deliver the policies therefor to Contract Seller.

10. If Contract Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Contract Purchaser are obligated to pay hereunder, Contract Sellers may elect to pay such items and any amount so paid shall become an addition to the purchase price immediately due and payable to Contract Sellers, with interest at the rate of FOURTEEN (14%) PER CENT per annum until fully paid.

11. If Contract Purchaser fails to make any payment or part thereof within 30 days after such payment is due or fail to perform any other covenant hereunder, then Contract Purchaser shall receive written notice of such default as provided in this Agreement, and shall have the right to cure such default for a period of thirty (30) days following the mailing of said notice (the "Cure Period"). If such default is not cured within the Cure Period, this Agreement shall, at the option of Contract Sellers, be forfeited and terminated and Contract Purchaser shall forfeit all payments made on this Agreement. All such payments shall be retained by Contract Sellers in full satisfaction as liquidated damages by Contract Sellers sustained, and in such event Contract Sellers shall have the right to re-enter and take possession of the premises aforesaid by due process of law by filing an action for possession in the Circuit Court of Cook County, Illinois under Section 9-110 of the Illinois Code of Civil Procedure, as now existing or as hereafter amended, and Contract Purchaser shall have all the rights and remedies afforded them under the foregoing Section 9-110 or by any other Illinois Statutes regarding installment sale contracts. Notwithstanding anything in this Agreement to the contrary, in the event that this Agreement is

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deemed to be a mortgage under the Illinois Mortgage Foreclosure Law, then Contract Sellers exclusive remedy for a default by Contract Purchaser shall be to foreclose pursuant to the Illinois Mortgage Foreclosure Law.

12. In the event of the termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, which may be put upon the premises by Contract Purchaser shall belong to and be the property of Contract Sellers without liability or obligation on Contract Sellers' part to account to Contract Purchaser therefor or for any part thereof.

13. Contract Purchaser shall pay to Contract Sellers all costs and expenses, including reasonable attorney's fees, incurred by Contract Sellers in any action or proceeding to which Contract Sellers may be made a party by reason of being a party to this Agreement, and Contract Purchaser will pay to Contract Sellers all costs and expenses, including attorney's fees incurred by Contract Sellers in enforcing any of the covenants and provisions of this Agreement and incurred in any action brought by Contract Sellers against Contract Purchaser on account of the provisions hereof, and all such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought by Contract Sellers against Contract Purchaser on or under this Agreement.

14. The remedy of forfeiture herein given to Contract Sellers shall not be exclusive of any other remedy, but Contract Sellers shall, in case of default or breach, or for any other reason herein contained, have every other remedy given by this Agreement or by law or equity, and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.

15. If there be more than one person designated herein as "Seller" or "Purchaser", such word or words wherever used herein and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as plural.

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16. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by certified mail to Contract Sellers at 1582 TANEY Place, Oak Park, Illinois and to Contract Purchaser at \_\_\_\_\_, or to the last known address of either party, shall be sufficient service thereof. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.

17. The time of payment shall be of the essence of this contract, and the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

18. Contract Sellers and their agents and employees, hereby warrant that, except as hereinafter provided, they nor any one of them have received any notices, suit or judgments from any city, village or other governmental authority relating to violation at the premises of any dwelling code including but not limited to building, fire, air pollution, health or zoning laws, ordinances and regulations which have not heretofore been corrected within ten (10) years from the date of execution hereof. The foregoing warranty is intended to be in accordance with Chapter 29, Section 8.22, Illinois Revised Statutes.

19. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this Agreement.

20. Contract Purchaser shall have the right to reduce this Agreement at any time hereafter that Contract Purchaser are able to secure, at their own instance and expense, mortgage financing for the principal balance at any time remaining unpaid. Contract Purchaser may prepay the entire or any portion of the remaining principal indebtedness due hereunder at any time without any penalty.

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21. Contract Sellers agree to hold the fund for amounts received from Contract Purchaser for real estate taxes and insurance in a separate interest bearing escrow account for the benefit of Contract Purchaser. All interest thereon shall accrue to be the benefit of Contract Purchaser and shall be paid to Contract Purchaser after the then current real estate tax bill and insurance bill have been paid. Contract Seller shall apply such funds to pay said taxes and insurance premiums and to furnish Contract Purchaser with receipted paid bills for same within 30 days of their respective due date. Contract Sellers shall provide Contract with an accounting of the same at any time requested and Contract Sellers and Contract Purchaser agree to examine said escrow account at least once a year to avoid any misunderstanding of balances and to agree on increases in monthly escrow deposits if needed or required. The funds deposited in the escrow account needed or required. The funds for the purpose of paying the obligations referred to herein.

22. At Contract Purchaser's request, Contract Sellers hereby agree to convey, or cause to be conveyed, title to the real estate to a Land Trustee of Contract Purchaser's choice prior to closing, the cost of which shall be paid by Contract Purchaser. Furthermore, this Agreement and all necessary forms, documents, deeds, affidavits, transfer statements and closing statements shall be placed in escrow with the title company and the cost of said escrow shall be divided equally between the parties.

23. Notwithstanding anything in this Agreement to the contrary, Contract Purchaser may lease the premises, or any part thereof, for any purpose, without Contract Seller's consent, written or otherwise.

24. The parties agree to re-prorate the 1993 real estate taxes upon receipt of the actual 1993 tax bill. In addition, other such pro-ratable items including but not limited to insurance, water, and service contracts, shall be credited or debited as the case may be to the final payment of principal and interest. If the bill for any pro-ratable item is not available at the time of closing the parties agree to prorate based upon the most recent ascertainable bill and to re-prorate such pro-ratable item upon issuance of the final bill. Contract Purchaser shall pay to



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Contract Seller any interest due on the unpaid principal from the date of closing to the last day of the month in which said closing occurred.

25. The closing shall be held on March 12, 1993, at a place mutually agreeable to the parties.

26. Contract Sellers acknowledge that there is no real estate broker involved in this transaction and no broker's commission is due and owing.

27. (a) In the event that title to the premises is held in or conveyed into a land trust prior to the closing, it shall be conveyed to Contract Purchaser when and if appropriate under the terms of this Agreement in accordance with provision of paragraph 1, except that the conveyance shall be by Trustee's Deed. In such case, the names and addresses of each and every beneficiary and of each person with a power to direct the Title Holder are:

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(b) The beneficiary or beneficiaries of and the person or persons with the power to direct the Trustee shall cumulatively be deemed to jointly and severally have all the rights, benefits, obligations and duties of the Contract Seller to be enjoyed or performed hereunder and such person or persons with the power to direct the Trustee jointly and severally agree to direct the Trustee to perform such obligations and duties as such person or the beneficiaries may not under the terms of the Trust Agreement do perform themselves directly.

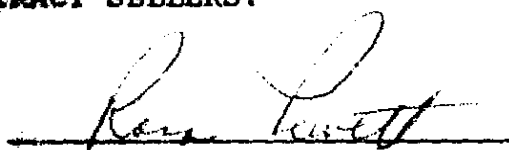
28. Contract Sellers or Contract Purchaser may record this Agreement or a short form memorandum thereof at such party's expense.

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29. The parties herein acknowledge and agree that the real estate taxes for the above-described property for the years 1989-90 have been sold and the redemption period for repayment expires on or about February 9, 1993. That the Contract Purchaser acknowledge and agree that a portion of the down payment to be made by them in the amount of Thirty Five Thousand (\$35,000.00) Dollars, will be used to fully redeem said real estate taxes. The Contract Sellers herein agree to tender to Contract Purchaser proof of payment and full redemption of the real estate taxes which were the subject of tax sale.

30. That the Contract Sellers herein agree to be fully responsible for the full payment of the real estate taxes for the year of 1992 and to pay in full all prior years real estate taxes. Upon the full payment of the balance due under the Articles Of Agreement For Warranty Deed, the Contract Sellers shall prorate the real estate taxes for the tax year 1993 and to give Contract Purchaser a credit for same at closing. The parties further agree that said proration shall commence with the period from January 1, 1993 through the date of execution of the Articles Of Agreement For Warranty Deed. That the Contract Purchaser shall be fully responsible for the full payment of the 1993 real estate taxes from the date of execution of the Articles Of Agreement For Warranty Deed and thereafter.

## CONTRACT SELLERS:

  
\_\_\_\_\_  
ROSA PEWETT

  
\_\_\_\_\_  
JOE HUNTER

## CONTRACT PURCHASER:

  
\_\_\_\_\_  
THERESA COLEMAN

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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 ROSA PEWETT and JOE HUNTER, and THERESA COLEMAN and ~~CRAIG COLEMAN~~, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 12 day of ~~February~~, 1993.

~~MARCH~~  
Commission expires 6/28, 1996

Phyllis A. Glowacki  
NOTARY PUBLIC

"OFFICIAL SEAL"  
Phyllis A. Glowacki  
Notary Public, State of Illinois  
My Commission Expires 6/28/96



Instrument was prepared by:

HOWARD L. WARD  
8836 SOUTH ASHLAND AVENUE  
CHICAGO, ILLINOIS 60620

PLEASE MAIL TO:

Patricia Kambojs  
FIRST NAZL PLAZA #525  
Chicago, Illinois 60620

SEND SUBSEQUENT TAX BILLS TO:

THERESA COLEMAN  
123 WILLOW BROOK TRAIL  
CRETE, ILL 60417

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## EXHIBIT "A"

LOTS 10 AND 11 IN BLOCK 5 IN THE SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 23, TOWNSHIP 38, NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND COMMONLY DESCRIBED AS 1449-51 EAST 69TH PLACE, CHICAGO, ILLINOIS.

PIN: 20-23-417-002

COMMONLY KNOWN AS: 1449-51 EAST 69TH PLACE  
CHICAGO, ILLINOIS 60637

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