

93207228

93207220 • ARTICLES OF AGREEMENT FOR 1910

1. BUYER, Miroslav Belici & Elena Belici , Address 5718 N. Winthrop, #101
Chicago, Cook County, State of Illinois agrees to purchase, and SELLER, Seymour
Becker & Faith Becker, Address 8936 Parkside #317, Des Plaines
Cook County, State of Illinois agrees to sell to Buyer at the PURCHASE PRICE of Eighty thousand five
hundred Dollars \$ 80, 500.00 ----- + the PROPERTY commonly known as, 8936 Parkside #317,
Des Plaines, IL and legally described as follows:

See attached legal description Exhibit A.

DEPT-01 RECORDINGS \$33.50
TH9999 TRAN 5602 03/19/93 10:41:00
#6222 # *-73-207228
COOK COUNTY RECORDER

(hereinafter referred to as "the premises")

with approximate lot dimensions of condominium, 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 cooling, humidifying and filtering equipment; floor carpeting; built-in kitchen appliances, equipment and cabinets; water softener (except rental units); existing storm and screen windows and doors; attached shutters; shrubbery, trees and screens; roof or attic T.V. antenna; all planted vegetation; garage door openers and car units; and the following items of personal property.

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.

2. TIME DEEDS

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 or cause to be conveyed to Buyer (in joint tenancy) or his nominee, by a recordable, stamped general warranty deed with release of homestead rights, good title to the premises subject only to the following "permitted exception." If any: (a) General real estate taxes not yet due and payable; (b) Special assessments created after this contract date; (c) Building, building line and use of occupancy restrictions, conditions and covenants of record; (d) Zoning law and ordinances; (e) Easements for public utilities; (f) Drainage ditches, leaders, laterals and drain tile, pipe or other conduit; (g) If the property, 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 easement as 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 covenants contained 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 1462 Chippewa Trail, Winooski, Vt. \$16,600.00 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 Eight and one-half percent interest per annum, all payable in the manner following:

(a) Buyer has paid \$ Eight thousand fifty dollars no/100 (\$8,050.00)
~~and has deposited in escrow \$ 1000.00 to be held by the seller until all amounts due under this contract have been paid in full.~~ as earnest
money to be applied on the purchase price. The earnest money shall be held by 11-21 Park Plaines

(b) At the time of the initial closing, the additional sum of \$805.00, plus or minus escrow, if any, as is hereinafter provided;
(c) The balance of the purchase price, to wit: \$ 71,645.00 to be paid in equal
Monthly installments of \$ 550.89 each, commencing on the
1st day of April 1993 and on the 1st day of each MO. thereafter until the purchase price is paid in full.

(d) The final payment of the purchase price and all accrued but unpaid interest and other charges as hereinabove provided, if not sooner paid shall be due on the 1st day of April 1994.

(c) 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 delinquency all taxes and assessments which subsequently 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;

(ii) Payments of principal and interest to Seller shall be received not in tenancy in common, but in joint tenancy with the right of survivorship.

1. CLOSING: the "Initial closing" shall occur on March 11, 1993, for on the date, if any, to which said date is extended by reason of subparagraph 8(b)(ii). Martin & Marbry, "final closing" shall occur and when all covenants and conditions hereinafter to be performed by Buyer have been so performed.

L. POSSESSION: Possession shall be granted to Buyer at RECORDED DATE, closing, 19, 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.

www.english-test.net

1. 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 sign 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. Said Buyer expressly agrees upon demand to execute and acknowledge together with Seller any such mortgage or trust deed that is not the sole 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

(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 complete financial statements of Seller.

(c) In the event Seller shall fail to make any payment on the indebtedness referred to in 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 amount 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 installment payments to be made under this Agreement.

comes to the initial closing of the valves in this manner a space of the pipe is closed off and all the water in it is forced to the valves.

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1300 DEADERICK ST.
CHICAGO, ILLINOIS 60605

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D. TITLE:

(a) At least ~~10~~ business days prior to the initial closing, Seller shall furnish title insurance to the Buyer at Seller's expense an Owner's Duplicate Certificate of Title issued by the Registrar of Titles and a Special Tax and Lien 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 heretofore 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 6; (4) other title exceptions pertaining to liens or encumbrances as a deficiency or unascertainable amount, which may be removed by the payment of money and which shall be removed in 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 final 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 to have the title insurer commit to insure against loss or damage that may be caused by such exceptions within the specified time, the title commitment will become null and void, and the Seller, on notice, may elect to rescind the Seller within ten (10) days after the expiration of the thirty (30) day period, to take the title as it stands with the right to deduct from the purchase price, liens or encumbrances of a deficiency or unascertainable amount. If the title does not meet the standards between the parties shall become null and void, without further action, and all earnest money paid by Buyer hereunder shall be refunded.

(c) Every title commitment which conforms with subparagraph "(a)" shall be conclusive evidence of good title therin 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 conditional title to the premises as shown to him on or before the initial closing. Seller shall upon and 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 (as 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 dates, 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 amount specified in paragraph 6. 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 "ALA Loan and Extended Coverage Owner's Policy Statement" and such other documents as are customary or required by the issuing 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 thereof 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 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 ~~initial closing~~ shall be prorated as of the date of ~~initial closing~~ subject to reparation upon receipt of the actual tax bill. Interest, 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. 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 in payments due thereunder and delivery of the Deed shall be made through escrow. The cost of the escrow including an auxiliary 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, county 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 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(s) and storage; 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 OF CLOSING FOR INITIAL CLOSING IT SHALL BE CONCLUDED THAT THE CONDITION OF THE ABOVE EQUIPMENT IS SATISFACTORY TO 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 a 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, ventilation and air conditioning equipment; plumbing and electrical systems and fixtures; roof; masonry including chimneys and fireplaces, etc., etc., however, the said premises shall not be thus kept in good repair, and in a clean, sanitary, 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, sanitary, 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, sanitary, and healthy condition; or (b) notify the Buyer to make such repairs and to place said premises in a clean, sanitary, and healthy condition within thirty (30) days of such notice, except as is otherwise provided in paragraph 20, and, upon default by Buyer in complying with said notice, then, Seller may at all times of such remedies as Seller may elect, if any, from those that are by this Agreement or at law to equity provided.

15. FIXTURES AND EQUIPMENT: At the time of delivery of possession of the premises to Buyer, Buyer also shall receive possession of the personal property to be sold to Buyer pursuant to the terms of this Agreement as well as of the fixtures and equipment permanently attached to the improvements on the premises, but until 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.

see Rider A- 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 ("WAC-X") 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 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.

see Rider A- 17. TAXES AND CHARGES: It shall be the sole obligation to pay immediately when due and payable and prior to the date when the same shall become delinquent all general and special taxes, special assessments, water charges, sewer service charges and other taxes, fees, liens, ~~and other taxes, fees, liens, 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.~~

see Rider A- 18. FUNDS FOR TAXES AND CHARGES: In addition to the agreed installments, if any, provided in paragraph 1, 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 (herein referred to as "funds") equal to one-twelfth of the yearly taxes, assessments which may become a lien on the premises, and the estimated annual premium for the insurance coverage required to be kept and maintained by Buyer, all as reasonably estimated to provide sufficient funds 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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WILHELM WILHELM

Given under my hand

who are personally known to me to be the same persons whom I have referred to in the foregoing with reference to such a secretary of said corporation and Vice Presidents and

* Nutley tributes in and far said County, in the State of Texas, do

COUNTY OF
STATE OF ILLINOIS 55
COMMISSIONER OF PUBLIC WORKS

Leptothrix *longicauda* *longicauda* *longicauda*

Given under my hand and official seal, this 11 day of November, 1943.

1. The Undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Baymout Rec'd
and EATON BEECKER personally known to me to be the same persons whose names are subscribed to the foregoing instrument above described.

STATE OF ILLINOIS
NOTARY PUBLIC, PUBLIC NOTARY
MY COMMISSION EXPIRES AUG. 25, 1996
ILLINOIS

Communion exodus

DELIVERED **TO** **THE** **REGULATING** **INSTITUTION** **AT** **10** **AM** **ON** **THE** **10** **MAY** **19** **BY** **THE** **POST** **OFFICE**

COUNTY OF COOK
MILDRED BE
CERTIFY THIS
155

and Pamela Kramer, Attorney for Seller
STATE OF ILLINOIS

The instrument mapped by
D. D. Quigless N. Worcester, Massachusetts for Buoyer

MILOSLAV BELLCT
BELLCT
BELLCT

IN WITNESS OF, the parties have hereunto set their hands and seals this
day of **March**, 1993.

C-21 Fairk Platines and Martini & Marberry

32. REAL ESTATE BROKERAGE SERVICES AND RELATED SERVICES We have evaluated to determine whether there are significant differences between the services provided by us and those provided by other brokers.

32. JOINT AND SEVERAL OBLIGATIONS: The obligation of one or more persons to do something or to pay a sum of money or to deliver a thing to another person or to do anything else, which is capable of being divided among them, so that each person may be liable for the whole or for a part of it.

34. FINDING ON HIRTS, TIME OF ESCAPE This defendant shall appear in the sheriff's office and shall furnish upon the date of his arraignment, successions and dates of all gallows and traps, traps he or his son used in this Alsatian, and

32. CARRIERS AND TRUCKS ON THE HIGHWAYS
33. CARRIERS AND TRUCKS ON THE HIGHWAYS

30. RECORDING: The parties shall record this Agreement or a memorandum thereof in any manner required by law.

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This Rider A is made a part of the Articles of Agreement for Warranty Deed, dated March 11, 1993, for the property commonly known as 8936 Parkside, Unit #317, Des Plaines, Illinois, 60016, and legally described as set forth as Exhibit A.

1. This Rider amends paragraphs 11, 16, 17, 18 and 21 of the printed contract in particular and other provisions where appropriate for the terms of this Rider to prevail.

621.00 2. Insurance, Taxes and Associations Dues: Buyer's monthly payment is initially ~~\$621.00~~ per month. This sum includes principal, interest due under this contract (550.12) and 1/12 of the real estate taxes per month (~~129.12~~) in the present amount of \$1,674.02 per year. At such time as the real estate taxes increase, then 1/12 of the annual increase shall be added to buyer's monthly payment which shall increase by that amount. Buyer shall pay the association dues to the Ballard Point Condominium Association each month when due. Association dues for the month of March have been paid by the seller and buyer has paid at closing buyer's pro-rata share of the March association dues.

At the time of final closing, the real estate taxes shall be prorated to the date of final closing by crediting buyer with a sum based on 110% of the most recently ascertainable tax bill. In addition, the parties shall repropore the taxes already paid by buyer with the monthly installments to correct for the actual amount of the taxes during the contract period.

The Homeowner's Hazard Insurance is paid for by the condominium homeowner's association through the monthly association dues. Buyer shall purchase his own contents and liability coverage in amounts buyer deems necessary. The parties shall notify the insurance carrier for the homeowner's association and change the insured parties to include both buyer and seller as their interest may appear as well as seller's lender which is already on the certificate of insurance.

3. Amortization Schedule: Attached hereto is an amortization schedule projecting an accounting for the allocation of payments, of principal and interest. This schedule shall serve as a guide for the parties, but may vary depending on whether the buyer pays additional sums against principal or if other adjustments are made by the parties. Buyer may prepay principal in any amount at any time in addition to his regular monthly payment.

4. Grace Period: Paragraph 21(e) is deleted and replaced with the following language: "GRACE PERIOD: Notwithstanding subparagraph (a), this agreement shall not be accelerated, forfeited or determined, if within 45 days of the due date for any single installment payment due seller under paragraph 3, purchaser tenders to seller the late installment payments due seller, plus late charges, and any other payments due seller."

5. Title Holder's Warranty: Sellers represent and warrant that they are the sole owners and title holders of the subject property and that no other person or entity has any interest therein except those matters of record disclosed in the commitment for title insurance issued by Commonwealth Land Title Insurance Company under File No. TC-921189-C1 and the title is not held by a land trust or any other trust. Sellers no longer occupy the present property as their primary residence and are transferring possession to buyers and sellers hereby waive homestead.

6. Owner Occupancy: Buyers initially will lease the subject property to a third party tenant and will not actually move in to the property themselves for several months. Any leases to third party tenants may not extend beyond the balloon date under this contract of May 1, 1994 except on a month to month basis.

7. Due on Sale of Seller's Mortgage: If Seller's Mortgage Lender accelerates Seller's note solely as a result of the sale to Buyer on Articles of Agreement for Warranty Deed and pursuant to any Due on Sale Clause of Seller's Mortgage, and provided that Seller neither directly nor indirectly was responsible for informing said lender of this contract sale, then upon written notice to Buyer the Balloon provision of paragraph 3 (d) shall accelerate to 90 days from receipt by Buyer of such written notice.

Buyer

Seller

Buyer

Seller

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EXHIBIT A

Unit B-317 together with its undivided percentage interest in the common elements in Ballard Point Condominium as delineated and defined in the Declaration recorded as document No. 25261198, and filed with Registrar of Titles as document No. LR 3133750, in the Southwest 1/4 of Section 14 and part of the Southeast 1/4 of Section 15, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN NO. 09-14-308-016-1124

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Amount Borrowed	Loan Date	Loan Rate %	1st Pmt Date	# of Pds	Pmts /Yr	Payment	Amtz Mthd	Pts	APR %
71,645.00	3/11/93	8.5000	4/ 1/93	13	12	550.89	STD		

Date	Payment Amount	Principal Balance	Principal This Period	Interest This Period	Interest To Date
4/ 1/93	550.89	71,432.43	212.57	338.32	338.32
5/ 1/93	550.89	71,387.52	44.91	505.98	844.30
6/ 1/93	550.89	71,342.29	45.23	505.66	1,349.96
7/ 1/93	550.89	71,296.75	45.55	505.34	1,855.31
8/ 1/93	550.89	71,250.87	45.87	505.02	2,360.32
9/ 1/93	550.89	71,204.68	46.20	504.69	2,865.02
10/ 1/93	550.89	71,158.16	46.52	504.37	3,369.39
11/ 1/93	550.89	71,111.30	46.85	504.04	3,873.42
12/ 1/93	550.89	71,064.12	47.18	503.71	4,377.13
Subtotal:	4,958.01	71,064.12	580.88	4,377.13	4,377.13
1/ 1/94	550.89	71,016.60	47.52	503.37	4,880.50
2/ 1/94	550.89	70,968.74	47.86	503.03	5,383.53
3/ 1/94	550.89	70,920.55	48.19	502.70	5,886.23
4/ 1/94	71,422.90	0.00	70,920.55	502.35	6,388.58
Subtotal:	73,075.57	0.00	71,064.12	2,011.45	6,388.58
Total payments:	78,033.58		Principal: 71,645.00	Interest: 6,388.58	

Mail To:

DOUGLAS W. WORRELL
ATTORNEY AT LAW
830 E. HIGGINS RD., #104
SCHAUMBURG, IL 60173

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