ARTICLES OF AGREEMENT FOR DEED

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BUYERS: THEODORE WALKER and JOAN WALKER, Address: 2757 W. 86TH, CHICAGO, Cook County, State of Illinois, agrees to purchase, CARLTON THOMAS AND FAYRAY THOMAS, 10151 S. HOXIE, Chicago, Cook County, State of Illinois, agrees to sell to Buyers Seventy-Five Thousand PURCHASE PRICE of Dollars (\$75,000.00), the PROPERTY commonly known as 1556 E. 93rd Street, Chicago, Illinois 60619, and legally described as follows: Lots 25, 26 and 27 (Except the North 27 feet) and the East 1 1/2 feet of Lot 28 (Except the North 27 feet) in Block 7 in the subdivision made by the Calumet and Chicago Ganal Dock Company of the part of the Southeast 1/2 of Section 2, Township 37 North, Range 14, East of the Third Principal Meridian lying East of the New York Central and St. Louis Railroad, and North of theChicago and Western Indiana Railroad Company in Cook County, Illinois Tax Numbers: 25-02-412-032; 25-02-412-033; 25-02-412-046 (hereinafter referred to as "the premises") tagether with all improvements and fixtures, if any on the premises at time of possession March 12, 1993, including existing heating, plumbing and electrical systems and equipment, storm windows; storm doces and screens if any; drapery rods & curtain rods if any; fencing, if any; attached air conditioners, if any; attached outside TV antenna if any; and specifically, two refrigerators (one Whire pool and one Hot Point); one cools: 4 racks; one gas range; two couches.

III. THE DEED:

- 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 Receivafter set forth, Seller shall convey or cause to be conveyed to Buyer or his nominee, by a recordable, stamped general Warranty Deed or Trustee Deed with release of homestead rights; good title the premises subject only to the following permitted exceptions," if any: (a) General real estate taxes for 1992 and subsequent years; (b) Building lines and building laws and Ördinances; (c) Zoning laws and ordinances; (d) Visible public and private roads and highways; (e) Easements for public utilities which do not underlie the improvements on the property; (f) other coverants and restrictions of record which are not violated by the existing improvements upon the property; (g) party wall rights and agreements; (h) existing leases or tenancies if any.
- The performance of all the covenants and conditions herein to be cerformed by Buyer shall be a condition precedent to Seller's obligation to deliver the deed aforesaid.
- IV. INSTALLMENT PURCHASE: Buyer hereby covenants and agrees to

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pay to Seller at 10151 S. Hoxie, Chicago, IL 60626 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 Lalance of the purchase price remaining from time to time unpaid from the date of initial closing at the rate of nine percent (9%) per annum, all payable in the manner following to wit:

- a. Buyer has paid One Thousand Dollars (\$1,000.00) as earnest money to be applied to the purchase price. The earnest money shall be held by Seller's attorney for the mutual benefit of the parties concerned;
- b. An additional payment of \$9,000.00, plus or minus provations shall be paid at the initial closing:
- The balance of the purchase price, to wit: Sixty-Five Thousand Dollars (\$65,000.00) to be paid in equal monthly installments of \$659.28 (principal and interest only) each commencing on the 1st day of April, 1993, and on the 1st day of each month thereafter until the purchase price is paid in full ("installment payments");
- d. The final payment of the purchase price and all accrued but unpaid interest and other charges as hereinafter provided, if not sooner paid shall be due on the 31st day of March, 2008;
- e. All payments received hereunder shall be applied in the following order of priority; first, to interest accrued and owing on the unpaid principal balance of the purchase price; second, to pay(if the purchaser has failed after 30 days notice to do so) any taxes and assessments which subscalent to the date of this Agreement may become a lien on the premises; third, to pay (if the purchaser has failed to do so after 30 days notice) any insurance premiums falling due after the date of this Agreement; and fourth, to reduce said unpaid principal balance of the purchase price;
- V. CLOSINGS: The "closing" shall occur on March 12, 1993, "Final closing" shall occur if and when all covenants and conditions berein to be performed by Buyer have been so performed.
- VI. POSSESSION: Possession shall be granted to Buyer at 12:01 A.M. on March 13, 1993, provided that the full down payment minus not prorations due in favor of Buyer, if any, has been paid to Seller.

VII. PRIOR MORTGAGES:

a. Seller currently has a trust deed ("prior mortgage") against the title to the premises with a balance including interest which does not exceed the balance of the purchase price due hereunder. The lien of this prior mortgage shall, at all times notwithstanding that this Agreement is recorded, be prior to the interest that Buyer may have in the premises, and Buyer expressly

agrees upon demand to execute and acknowledge together with Seller any such mortgage or trust deed (but not the note secured thereby).

- Seller shall from time to time, but not less frequently than once each year and any time Buyer has reason to believe a default may exist, exhibit to Buyer receipts for payments made to the holders of any indebtedness secured by any such prior mortgage.
- In the event Seller shall fail to make any payment on the inceptedness secured by a prior mortgage or shall suffer or permit there to be any other breach or default in the terms of any indebtedness or prior mortgage, Suyer 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, amenses and attorney's fees attendant thereto incurred by Buyer to protect Buyer's interests hereunder from the unpaid balance of the purchase price or from the installment payments to be made under this Agreement.
- VIII. SURVEY: Prior to the final closing, Seller shall deliver to Ruyer or his esent a spotted survey of the premises, certified by a licensed surveyor chowing all improvements existing as of this contract date and all easements and building lines.

17. TITLE:

At least one (1) business day prior to the initial a. closing, Seller shall furnish or cause to be furnished to Buyer at Seller's expense a commitment issued by a title insurance company licensed to do business in Illinois, to issue a contract purchaser's title insurance policy on the current form of American Land Title Association Owner's Policy (or equivalent policy) in the amount of the purchase price covering the date hereof, subject only (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 residertial units; (2) the "permitted exceptions" set forth in the contract (3) prior' other title exceptions pertaining to liens or mortgages (4) encumbrances of a definite or ascertainable amount, which may be removed by the payment of money and which shall be removed at or prior to the initial closing and (5) acts done or suffered by or judgments against the Buyer, or those claiming by, through or under the Buyer (6) General real estate taxes for 1992 and subsequent years; "At final closing costs of owners title insurance policy to be divered equally between the parties"

b. If the title commitment discloses unpermitted exceptions, the Seller shall have thirty (30) days from the date of delivery the Buyer (6) General real estate taxes for 1992 and subsequent

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 ne essary, during said 30-day period to allow Seller time to have sale exceptions waived. If the Seller fails to have unpermitted excentions 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 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 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 and learnest money shall be forfeited by the Buyer provided the Buyer has not satisfied such judgment within fifteen days.
- 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.
- X. AFFIDAVIT OF TITLE: Seller shall furnish Buyer at or prior to the final closing, with an Affidavit of Title covering said dates, subject only to those permitted exceptions set forth in the contract, prior mortgages and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 15. 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.
- XI. PRORATIONS: Insurance premiums, general taxes, association assessments and, if final meter readings cannot be obtained, water and other utilities shall be adjusted ratably as of the date of initial closing. Real estate taxes for the year of possession shall be prorated as of the date of possession subject to reproration upon receipt of the actual tax bill.

XII. 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 represents that all equipment and appliances to be conveyed, including but not limited to the following, are sold in "As Is" condition: all mechanical equipment; heating and cooling equipment; water heaters and softeners; septic, plumbing and electrical systems; kitchen equipment remaining with the premises and any miscellaneous mechanical personal property to be transferred to the Buyer.
- XIII. BUYER TO MAINTAIN: Buyer shall keep the improvements on premises and the grounds in as good repair and condition as they now are, ordinary wear and tear excepted. Buyer shall make all necessary repairs and renewals upon said premises including by way of example and not of limitation, interior and exterior painting and decorating: window glass; heating, ventilating and air conditioning equipment; plumbing and electrical systems and fixtures; roof, masonry including chimneys and fireplaces, etc. If, however, the said premises shall not be thus kept in good repair, and in a clean, sightly, and healthy condition by Buyer, Seller may either (a) enter same, himself, or by their agents, employate, without entering such constituting a termination of this Agreement or an interference with Buyer's possession of the premises, and make the necessary repairs and do all the work required to place said premises in good repair and in a clean, sightly, and healthy condition, and Buyer agrees to pay to Seller as so much additional purchase price for the premises, the expenses of the Beller in making said repairs and in placing the premises in a clean, sightly, and healthy condition; 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 partice, then, Seller may avail himself of such remedies as Seller mar elect, if any, from those that are by this Agreement or at law or equity provided.
- NIV. FIXTURES AND EQUIPMENT: At the time of delivery of possession of the premise to Buyer, Buyer also shall receive possession of the personal property to be sold to Buyer pursuant to the terms of this Agreement as well as of the fixtures and endipment 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.
- INSURANCE: (a) Buyer shall from and after the time specified to paragraph 6 for possession keep insured against loss or damage by fire or other casualty, the improvements now and hereafter eracted on premises with a company, or companies, reasonably acceptable to Seller in policies conforming to Insurance Service Bureau Homeowners Form 3 ("H.O.3") and, also, flood insurance where

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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.

- 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.
 - (c) Buyer has provided evidence of full liability insurance.
- 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 (elinquent, all general and special taxes, water charges; sewer service charges and other taxes, fees, liens, including those heretofore due and to furnish Seller with the original or duplicate receipts therefore.
- TAXES AND CHARGES: Since Saller does not escrow funds for taxes with his lender, then the purchasers shall pay all real estate tax bills and assessments and insurance premiums when due and provide proof of payment to the seller within 30 days of the due date.

KVLII. BUYER'S INTEREST:

- a. No right, title, or interest, legal or equitable, in the premises described herein, or in any part thercof, 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 or Seller's part to account to the Buyer therefore or for any part thereof.

XIA. LIENS:

a. Buyer shall not suffer or permit any mechanics' lien, sudgment lien or other lien of any nature whatsoever to attach to be against the property which shall or may be superior to the

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rights of the Seller.

b. Each and every contract for repairs or improvements on the premises aforesaid, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim of lien against the subject premises, and no contract or agreement, oral or written shall be executed by the Buyer for repairs or improvements upon the premises, except if the same shall contain such express waiver or release of lien upon the part of the party contracting, and a copy of each and every such contract shall be promptly delivered to Seller.

PERFORMANCE:

- 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 thirty (30) 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); Seller may treat such a default as a breach of this Agreement and Seller shall have any one 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; (i) declare the entire balance due and maintain an action for such amount; (iii) forfeit the Buyer's interest again this Agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Buyer, and upon Buyer's failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Buyer to refrstate as provided in that Act;
- b. If default is based upon the failure to pay taxes, insurance, or liens, Seller may elect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by Buyer to Seller;
- not exceeding 5 percent of any sum due hereunder if paid on or after the 15th day after the date the sum was due;
- d. Anything contained in subparagraphs (a) through (d) to the contrary notwithstanding, this Agreement shall not be forfeited and determined, if within 30 days after such written notice of default, Buyer tenders to Saller the entire unpaid principal balance of the Purchase Price and accrued interest then outstanding and cares any other defaults of a monetary nature affecting the premises of monetary claims arising from acts or obligations of Suyer under this Agreement.

XXI. DEFAULT, FEES:

- a. Buyer or Seller shall pay all reasonable attorney's fees and costs incurred by the other in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance, in defending any proceeding to which Buyer or Seller is made a party to any legal proceedings as a result of the acts or omissions of the other party.
- b. (1) All rights and remedies given to Buyer or Seller shall be distinct, separate and cumulative, and the use of 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; 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.
- Agreement shall be construed to mean notice in writing signed by or on behalf of the party giving the 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 1 or if to the Buyer at the address of the premises. Notice shall be deemed made when mailed or served.

reasonable entries upon and inspection of the premises, provided of that Seller shall give Buyer notice prior to any such inspection specifying reasonable cause therefor related to Seller's interest in the premises. "placing in jeopardy sellers interest in the premises."

XXIV. CLOSING: Buyer shall be entitled to delivery of the Deed of conveyance, aforesaid Affidavit of Title and a Bill of Sale to the personal property to be transferred to Buyer under this Agreement at any time upon payment of all amounts due infeunder 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 Buyer provides notice to Seller that he is prepared to prepay all amounts due hereunder, Seller forthwith either shall produce and record at his expense a release deed for the prior mortgage, or obtain a currently dated loan repayment letter reflecting the amount necessary to discharge and release the prior mortgage. Seller shall have the right to repay and discharge such prior mortgage in whole or in part from sums due hereunder from Buyer. The repayment of the prior mortgage shall be supervised and administered by Buyer's mortgage lender, if any. Upon repayment

of the prior mortgage, Seller shall receive the cancelled note and a release deed in form satisfactory for recording which, shall be delivered to Buyer. Seller shall give Buyer a credit against the balance of the purchase price for the cost of recording such release. In the event Buyer does not have a mortgage lender, then the delivery of the cancelled Trust Deed to Seller shall be simultaneous with the delivery of the Deed from Seller to Buyer, and to facilitate the delivery of documents and the payment of the prior mortgage and the balance of the amount due hereunder, the parties agree to complete such exchange at the offices of the holder of the note secured by the prior mortgage. 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 then 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 then may be established by any local ordinance with regard to the transfer of title to Buyer unless otherwise provided in the local ordinance.

XXV. TITLE IN THUST:

- a. In the event that title to the premises is held in or conveyed into a trust prior to the initial closing, it shall be conveyed to Buyer when and if appropriate under the terms of this Agreement in accordance with the provisions of paragraph 3, except that the conveyance shall be by Trustee's Deed. In such case, the names and addresses of each and every beneficiary of and person with a power to direct the Title Holder is attached hereto and by this reference incorporated herein as Exhibit "A";
 - persons with the power to direct the Trustee shall cumulatively be deemed to jointly and severally have all of the rights, benefits, obligations and duties by the Seller to be anjoyed 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 persons or the beneficiaries may not under the terms of the Trust Agreement do or perform themselves directly;
 - 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 substragraph (a) and (b) of this paragraph 26 with Buyer paying 4:1 trust fees and recording cost resulting thereby.
 - XXVI. RECORDING: The parties shall record this Agreement or a memorandum thereof at Buyer's expense.
 - AXVII. RIDERS: The provision contained in any rider attached hereto are and for all purposes shall be deemed to be part of this

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Agreement as though herein fully set forth.

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, feminine and neuter shall be freely interchangeable.

EXIL PROVISIONS SEVERABLE: The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

This Agreement shall inure to the barafit 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.

pore persons designated "Seller" or "Buyer" in this Agreement shall be wint and several and in such case each hereby authorizes the other or others of the same designation as his or her attorneyment to do or perform any act or agreement with respect to this Agreement or the premises.

TXXIII REAL ESTATE BROKER: Seller and Buyer represent and warrant that no real estate brokers were involved in this transaction other than Freeny Realty and Associates.

IN WITNESS OF, the parties hereto have hereunto set their hands and seals this day of March 12, 1993.

SELLER:

BUYER:

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This instrument prepared by:

Joyce Ford Gradel

Attorney at Law

115 S. Marion Street

Oak Park, Illinois 60302

Telephone (708) 524-2353

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