

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

2/25

AGREEMENT, made this 8th day of June, 1994, between  
Stanley F. Lancaster and Doris M. Lancaster, Seller, and  
Brad B. Witmer, as contract purchaser

WITNESSETH, that if Purchaser shall first make the payments and perform Purchaser's covenants hereunder, Seller hereby  
covenants and agrees to convey to Purchaser in fee simple by Seller's STAMPED 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 described as follows:

15152723

See attached legal description

2700  
K.P.

Commonly Known As: 100 N. Lincoln Lane, Unit 1A, Arlington Heights, IL 60004  
Permanent Index Number: 03-29-404-037-1001

and Seller further agrees to furnish to Purchaser on or before June 8, 1994, at Seller's expense,  
the following evidence of title to the premises: (a) Owners title insurance policy in the amount of the price, issued by  
Chicago Title, showing merchantable title in Seller on the date hereof, subject only to the matters  
specified below in paragraph 1. And Purchaser hereby covenants and agrees to pay to Seller, at such place as Seller may from  
time to time designate in writing, and until such designation at the office of Stanley F. Lancaster and Doris  
M. Lancaster, 14901 2375 Lane, Rapid River Michigan 49878

the price of SIXTY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$65,500.00) AND NO/100-----  
Dollars in the manner following, to-wit:

\$6,500.00 (inclusive of earnest money) at closing; Interest on the balance  
of \$59,000.00 (with interest @ 8.5%) shall be payable in equal monthly install-  
ments of \$650.00 (based on amortization of 30 years) beginning on the 8th day  
July and the 8th day of each succeeding month with the final payment on 6/8/99.  
with interest at the rate of \_\_\_\_\_ per cent per annum payable \_\_\_\_\_  
on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on June 8, 1994

\_\_\_\_\_ , provided that 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 year 1993/94 are to be prorated from January 1 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 Seller shall be expressly subject to the following: (a) general taxes for the year 1994  
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 date hereof; (c) the rights of all persons claiming by, through or under  
Purchaser; (d) easements of record and party-walls and party-wall agreements, if any; (e) building, building line and use or  
occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances; (f) roads, highways,  
streets and alleys, if any;

2. 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 for delivery of possession to Purchaser, and Purchaser shall deliver to  
Seller duplicate receipts showing timely payment thereof, upon request.

3. \_\_\_\_\_  
\_\_\_\_\_

4. 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 Seller.

5. Every contract for repairs and improvements on the premises, or any part thereof, shall contain an express, full and  
complete waiver and release of any and all lien or claim or right of lien against the premises and no contract or agreement, oral  
or written, shall be made by Purchaser for repairs or improvements upon the premises, unless it shall contain such express  
waiver or release of lien upon the part of the party contracting, and a signed copy of every such contract and of the plans and  
specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller.

6. Purchaser shall not transfer or assign this agreement or any interest therein, without the previous written consent of  
Seller, 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  
Seller; and Purchaser will not lease the premises, or any part thereof, for any purpose, without Seller's written consent.

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

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

9. Purchaser shall keep all buildings at any time on the premises insured by Seller's \_\_\_\_\_  
by \_\_\_\_\_  
sum remaining unpaid hereunder, which insurance, together with all additional or substituted insurance, shall require all  
payments for loss to be applied on the purchase price, and Purchaser shall deliver the policies therefor to Seller.

\*Strike out all but one of the clauses (a), (b) and (c).

94519186

BUYER'S COPY

UNOFFICIAL COPY

Property of Cook County Clerk's Office

APR 11 2002

# UNOFFICIAL COPY

10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated to pay hereunder, Seller may elect to pay such items and any amount so paid shall become an addition to the purchase price (immediately due and payable to Seller, with interest at \_\_\_\_\_ n/a \_\_\_\_\_ per cent per annum until paid.

11. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of Purchaser's covenants hereunder, this agreement shall, at the option of Seller, be forfeited and determined, and the purchase price shall be applied to the payment of the purchase price and any amount so paid shall become an addition to the purchase price (immediately due and payable to Seller, with interest at \_\_\_\_\_ n/a \_\_\_\_\_ per cent per annum until paid).

12. In the event this agreement shall be declared null and void by Seller on account of any default, breach or violation by Purchaser in any of the provisions hereof, this agreement shall be null and void and be so conclusively determined by the filing by Seller of a written declaration of forfeiture hereof in the Recorder's office of said County.

13. 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 Purchaser shall belong to and be the property of Seller without liability or obligation on Seller's part to account to Purchaser therefor or for any part thereof.

~~14. Purchaser shall pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in any action or proceeding to which Seller may be made a party by reason of being a party to this agreement, and Purchaser will pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in enforcing any of the covenants and provisions of this agreement and incurred in any action brought by Seller against 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 Seller against Purchaser or on under this agreement.~~

15. The remedy of forfeiture herein given to Seller shall not be exclusive of any other remedy, but Seller 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.

~~16. Purchaser hereby irrevocably constitutes any attorney of any court of record, in Purchaser's name, on default by Purchaser of any of the provisions and agreements herein, to enter Purchaser's appearance in any court of record, waive process and service thereof and confess judgment against Purchaser in favor of Seller, or Seller's assigns, for such sum as may be due, together with the costs of such suit, including reasonable attorney's fees, and to waive all errors and right of appeal from such judgment or judgments; Purchaser hereby expressly waiving all right to any notice or demand under any statute in this State with reference to such suit or action. If there be more than one person above designated as "Purchaser" the power and authority in this paragraph given is given by all persons jointly and severally.~~

17. If there be more than one person designated herein as "Seller" or as "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.

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 14901 - 2375 Lane, Rapid River, Michigan 49878 or to

Purchaser at 100 N. Lincoln Lane, Unit A, Arlington Heights, IL 60004, 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.

19. 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.

20. Seller warrants to Purchaser that no notice from any city, village or other governmental authority of a dwelling code violation which existed in the dwelling structure before the execution of this contract has been received by the Seller, his principal or his agent within 10 years of the date of execution of this contract.

21. 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.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the day and year first above written.

Sealed and Delivered in the presence of  
*[Handwritten Signature]*

*[Handwritten Signature]* (SEAL)  
*[Handwritten Signature]* (SEAL)  
 by *[Handwritten Signature]* Attorney at Law (SEAL)  
*[Handwritten Signature]* (SEAL)

94519186

22. This agreement is subject to the terms and provisions of Rider attached hereto and made a part hereof.

COOK COUNTY, ILLINOIS  
 FILED FOR RECORD

96 JUN 13 PM 2: 36

94519186

Received on within Agreement the following sums

DATE	INTEREST	PRINCIPAL	RECEIVED BY

UNOFFICIAL COPY

Property of Cook County Clerk's Office

- 23. **NO SUBSEQUENT LIENS BY EITHER PARTY** Seller shall not refinance nor add to the principal of the loan of record, except as provided for herein, and neither party shall suffer or permit any mechanic's, lender's or other lien to attach to or be against the premises or against either Seller's or Purchaser's interest therein and any such lien shall be null and void and of no force or effect.
- 24. **WRITTEN NOTICE OF DEFAULT TO PURCHASER; RIGHT TO CURE DEFAULT BY PURCHASER; ADDITIONAL PURCHASER'S RIGHTS; ADDITIONAL SELLER'S REMEDIES** In the event this agreement shall be declared null and void by Seller on account of any default, breach or violation by Purchaser in any of the provisions hereof, this agreement shall be null and void and be so conclusively determined by the filing by Seller of written declaration of forfeiture in the Recorder's Office of said county, provided, however, that Seller shall first specify in writing the alleged default which, if not cured within thirty (30) days of Purchaser's receipt of such notice, may at Seller's option result in a declaration of forfeiture as provided in Chapter 110 (Forcible Entry & Detainer) of the Illinois Compiled Statutes. No declaration of forfeiture shall be made unless and until such default remains uncured following the expiration of said thirty day period. It is also the intention of the parties that the Purchaser be entitled to such additional rights as are established in behalf of contract purchasers under said Chapter 110 which are by this reference hereby given to Seller shall not be exclusive of any other remedy, but Seller 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 likewise, with the exercise of the right of forfeiture, or any other right herein given.
- 25. **PURCHASER'S PREPAYMENT PRIVILEGE** Purchaser may prepay the principal or any part thereof without penalty at any time.
- 26. **NO NOTICE OF BUILDING VIOLATIONS RECEIVED BY SELLER** Seller warrants to Purchaser that no notice from any city, village or other governmental authority of a dwelling code violation which existed in the dwelling structure before the execution of this contract has been received by the Seller, his principal or his agent within ten (10) years of the date of execution of this agreement.
- 27. **REAL ESTATE TAXES** Seller will pay all of 1993 Real Estate Taxes and one half of the 1994 Real Estate Taxes. Upon receipt of the 1994 Real Estate Tax Bill, Buyer will notify Seller of Tax Amount.
- 28. **MONTHLY ASSOCIATION FEES** Purchaser will pay the monthly assessment of ~~50.00~~ to the Eastwood Homeowner's Association, 120 N. Lincoln Lane, 1A, Arlington Heights, IL. 60004.

045299186

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals the day and year first written above.

*Doris M. Lancaster by Reba J. White, Attorney in fact*  
DORIS M. LANCASTER/SELLER

*Stanley F. Lancaster*  
STANLEY F. LANCASTER/SELLER

*Brad B. Witmer*  
BRAD B. WITMER/PURCHASER

ADDRESS  
*100 N. LINCOLN LANE, UNIT 1A*  
ADDRESS  
*ARLINGTON HEIGHTS, IL 60004-6208*

LEGAL DESCRIPTION  
**UNOFFICIAL COPY**

Unit No. 100-1A in Eastwood Condominiums as delineated in a survey of the following described real estate:

Parcel 1: Lots 1 to 13 and 18 to 30 in Block 7 and Lots 18 to 30 in Block 6 in Dunton and Bigsby's Addition to Arlington Heights, a Subdivision of the West 960 feet of the Southwest 1/4 of the Southeast 1/4 of Section 29, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: That part of vacated street designated as Beverly Avenue (formerly Center Street) East of and adjoining Lots 18 to 30 inclusive, in said Block 7 and West of and adjoining Lots 1 to 13, inclusive, in said Block 7, all in Dunton and Bigsby's Addition to Arlington Heights, a Subdivision of the west 960 feet of the Southwest 1/4 of the Southeast 1/4 of Section 29, Township 42 North, Range 11, East of the Third Principal Meridian, as recorded in Book 12 of Plats, Page 15 as Document Number 93, 293, all in Cook County, Illinois, which survey is attached as Exhibit "C" to the Declaration of Covenants, Conditions and Restrictions for Eastwood Condominiums, recorded as Document Number 24,551,993 together with its undivided percentage interest in the common elements, in Cook County, Illinois.

Commonly Known as: 100 N. Lincoln Lane, Unit 1A, Arlington Heights, IL 60004

Permanent Index Number: 03-29-404-037-1001

Prepared by and Mail to:

Howard M. Lang  
755 S. Milwaukee Avenue - Suite 245  
Libertyville, Illinois 60048

94529186

CLERK OF COOK COUNTY Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/2011