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MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is to record the existence of a Real Estate Contract dated February 23, 1994 (which is attached hereto and made a part hereof) existing between Ralph E. Goodwin and Harriet K. Goodwin, Parties of the First Part; and Steven Boyer and Deborah Boyer, Parties of the Second Part; whose names are subscribed to said Real Estate Contract, under which the Parties of the First Part agree to convey to the Parties of the Second Part legal title, as described in said Real Estate Contract, the legal description of which property is described below.

Lot 32 in Kempston Countryside, being a Subdivision in the East 1/2 of the North West 1/4 of Section 33, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Identification Number: 04-33-109-001-0000 Volume 134

In witness of said Real Estate Contract, Joseph M. Lucas has hereunder affixed his signature on this 8th day of June, 1994.

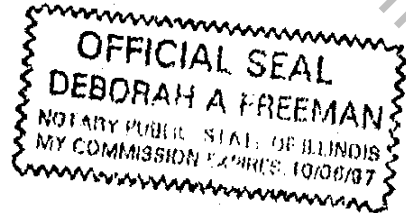
Joseph M. Lucas
Attorney for the Parties of the Second Part

DEPT-01 RECORDING
TRACED FROM DATE 04/14/94
COOK COUNTY RECORDER

R DEPT-01 RECORDING
TRACED FROM DATE 04/14/94
#9237 # JB * -94-52
COOK COUNTY RECORDER

State of Illinois)
) SS.
County of Cook)

I, Deborah A. Freeman, a Notary Public in the County of Cook, State of Illinois, hereby state that on the 8th day of June, 1994, Joseph M. Lucas appeared before me and signed this instrument as his free and voluntary act.

Deborah A. Freeman

Please return to:

Joseph M. Lucas, Esq.
18-4 East Dundee Road, Suite 100
Barrington, Illinois 60010

I hereby declare that the attached Deed represents a transaction in effect under the provisions of Paragraph F, Section 4, of the Real Estate Transfer Tax Act.
Date: 6/10/94
Signature:

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PROPERTY

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PROPERTY

REAL ESTATE

Post-itTM brand fax transmittal memo 7671 # of pages 1

To	381-4329	From	
Co.	Hermet	Co.	
Dept.		Phone #	
Fax #		Fax #	

WHEN EXECUTED BY ALL PARTIES THIS WILL BECOME

TO: RALPH E. GOODWIN AND HARRIET K. GOODWIN, HIS WIFE (Sells)

DATE: February 23, 1994

OFFER OF PURCHASE:

(We (Purchaser) offer to purchase the real estate known as: 1327 Longmeadow Drive, Glenview, Illinois 60026, legally described as: Lot 32 in Kempton Countrywide, being a Subdivision in the East 1/2 of the North West 1/4 of Section 33, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. (PTIN: 04-33-100-001-0000, vol. 134). Lot size approximately: _____ Together with improvements thereon.

INCLUSIONS: The following shall be included: personal property, if any, located on the real estate as of the date hereof, for which a bill of sale will be given: screens, storm windows and doors; shades, window blinds; display racks; curtain rods; radiator covers; attached TV antenna; heating, central cooling, ventilating, lighting and plumbing fixtures; attached mirrors, shelving, interior shutters, cabinets and bookcases; awnings, porch shades; planted vegetation; garage door openers and transmitters; attached fireplace screens, smoke detectors; as well as the following specific items: wall mounted air conditioner, stove, refrigerator, clothes washer and dryer, and microwave.

EXCLUSIONS: The following shall be excluded: all personal property owned by the Sellers and currently on the premises.

- 1. PRICE:** Purchase price: \$100,000.00. Initial earnest money: \$20,000.00. Notwithstanding anything to the contrary contained herein, Purchaser shall pay all costs associated with the closing, except for real estate tax proration, including, but not limited to, title fees, recording fees, attorney's fees of Purchaser and Seller (Seller's attorney's fees shall not exceed \$650, plus expenses incurred, for the initial closing), transfer taxes, and surveyor's charges.
 - 2. FINANCING:** This contract is not contingent upon financing.
 - 3. PAYMENT METHOD:** The earnest money of \$20,000 shall be paid to the Seller and closing and the balance of the purchase price by Article of Agreement for Deed for \$100,000 with interest on the unpaid principal balance at a fixed rate of 7% per annum, with 278 monthly payments, including interest, of \$1,200.00 each, with a final payment due on the entire remaining principal balance, except that Purchaser's obligations under the Article of Agreement shall be completed and no further payments shall be due upon the death of the survivor of Seller: Ralph E. & Harriet K. Goodwin. Said instrument shall provide for unlimited prepayment privilege without penalty and shall provide for payments for taxes and insurance on a monthly basis into escrow to be held by Seller in trust for the benefit of Purchaser. All such instruments (including security agreements and financing statements) shall be prepared by the attorney for the Seller and approved as to form by the Purchaser or Purchaser's attorney. In the event there is no agreement on the form of all such instruments, Seller's attorney shall prepare and Purchaser shall execute the preprinted Agreement for Warranty Deed (Installment-Long Form) prepared by George E. Cole and Company. Purchaser shall provide to Seller, at Purchaser's cost, an ALTA mortgage loan policy insuring the validity and (first/second) priority of the mortgage. In the event the note is to be secured by a second mortgage, Purchaser shall within ___ days after Seller's request, provide to Seller written permission as to the granting of the second mortgage from the holder of the note secured or to be secured by the first mortgage. In the event such written permission is not provided by Purchaser, Seller may at seller's option declare this contract to be null and void.
 - 4. CLOSING:**
 - a) Closing or escrow payout shall be on March 1, 1994 provided this conforms with this contract or has been accepted by Purchaser, by conveyance by stamped recordable warranty deed with release of Homestead Rights (or other appropriate deed if title is in trust or in an estate) and payment of purchase price, except that in the case that payment shall be made by Article of Agreement for Deed, delivery and recording of such deed shall not be made until said Article of Agreement for Deed has been fully complied with by Purchaser.
 - b) Title shall be conveyed at the time required by this contract subject only to: General taxes for 1993 and subsequent years; special taxes or assessments, if any, for improvements not yet completed; installments, if any not due at the date hereof; any special tax or assessments for improvements heretofore completed; building lines and building and liquor restrictions of record; zoning and building laws and ordinances; private, public and utility easements; covenants and restrictions of record as to use and occupancy; existing leases and tenancies in real estate with multiple units, the mortgage or trust deed, if any, as described in Paragraph 2 above; acts done or suffered by or through the Purchaser.
 - c) This rule shall be closed at office of Seller's attorney (530 Milwaukee Avenue Suite 318 Glenview, Illinois 60026) or, at request of either party, at the offices of, or in escrow with, the title company issuing the title commitment by deed and money escrow; fee to be divided between Seller and Purchaser.
 - d) Seller and Purchaser warrant that there is no real estate broker involved and that no commissions are payable by reason of this sale.
 - 5. PRORATIONS:** Real Estate taxes based on 100% of most recent ascertainable taxes; assignable insurance policies, if requested by Purchaser; rents, if any; water taxes and other proratable items including flood hazard insurance shall be prorated to date of possession. Parties hereto agree to prorate when 1993 real estate tax bill is available.
 - 6. POSSESSION:** Buyers are already in possession of the premises.
 - 7. EARNEST MONEY:** Earnest money and this contract shall be held by Seller's Attorney for the benefit of the parties hereto. Purchaser agrees that said earnest money is to be held in a federally insured account at a banking institution. All interest earned on this earnest money is to accrue to Purchaser and is to be paid to Purchaser at the time of closing or upon termination of this Contract.
- Seller represents that his address as shown below is the proper address for purchase of Form W-9, issued by the Internal Revenue Service, and further that Purchaser's tax identification number shown below is also correct.
- 8. ATTORNEY APPROVAL:** This contract is contingent upon the approval as to form by the attorneys for Purchaser and Seller within 5 business days after seller's execution of this contract. Unless written notice of disapproval is given within the time period specified above, this contingency shall be deemed waived and this contract will remain in full force and effect. If written notice of disapproval is given within the time period specified above, then this contract shall be null and void and the earnest money shall be returned to Purchaser. The notice of disapproval may be given by either party hereto or by their respective attorney. For purposes of this contingency, the written notice of disapproval must be personally delivered and shall be deemed given and be effective as of the date such notice is received by Seller, by Seller's

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attorney, or by Listing Broker as agent for Seller, if such notice of disapproval is being made on behalf of Purchaser. If such notice is being made on behalf of Seller, such notice shall be deemed given on the date when such notice is received by Purchaser, by Purchaser's attorney, or the Cooperating Broker, if any, as representative of Purchaser for the limited purpose of the receipt of notice under the terms of this contract.

0. INSPECTION: As Purchaser is currently in possession, this contract shall not be contingent upon inspection, either now or immediately prior to closing.

10. TITLE COMMITMENT: a) Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than five days prior to the time of initial closing, by agreement of the parties, a contract Purchaser's title insurance policy issued by Intercounty Title Insurance Company of Illinois, in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to 1) the conditions and stipulations and similar or general exceptions contained in the owner's (or contract) Purchaser's policy issued by that company, 2) the title exceptions set forth above in Paragraph 4 a) and b), and 3) title exceptions which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using funds to be paid upon the delivery of Articles of Agreement for Deed. All costs of such policy shall be paid by Purchaser and not Seller. Delay in delivery by Seller of Commitment for Title Insurance due to delay by Purchaser's mortgages in recording mortgage and bring down title shall not be a default of this Paragraph. Any title commitment furnished by the Seller hereunder shall be conclusive evidence of good title as therein shown, subject only to exceptions as stated therein. As to all or any part of said real estate which, on the date of this contract, was registered in the Office of the Registrar of Titles of Cook County, the Seller shall 1) tender the title commitment herein required, 2) deliver the Owner's duplicate certificate of title at closing if required by the title company, and 3) timely file all notices and take all necessary steps to assure the deregistration of the real estate and recording of the deed at closing.

b) If the title commitment discloses exceptions relating to title other than those indicated in Paragraph 10 a), Seller shall have 30 days from the date of the delivery to Purchaser thereof to have these exceptions removed from the commitment. If Seller fails to have these exceptions removed within such time, Purchaser may terminate this contract or may elect, upon notice to Seller within 10 days after the expiration of the 30 day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further action of the parties, and the earnest money shall be returned to Purchaser.

11. DEFAULT: If the Purchaser defaults, Seller may, at his option, 1) retake possession of the premises, and sell the property, returning, at the closing of the sale the principal paid by the Purchaser under the Articles of Agreement for deed, plus the earnest money described herein, less any and all costs of sale of the property, including, but not limited to: brokerage fees, attorney's fees, fix up expenses, etc.; or 2) allow Purchaser to retain possession of the premises on a monthly rent equal to \$1,200 plus annual real estate taxes divided by 12 (any principal paid in by Purchaser shall be retained by Seller until the last to die of the Seller, at which point all of those funds paid in shall be returned to Purchaser as part of the estate of the Seller. At Seller's election such forfeiture may be in full settlement of all damages. If Seller defaults, earnest money, at option of Purchaser shall be returned to Purchaser, but such refunding shall not release Seller from its obligations under this contract. In the event of a dispute as to who is entitled to the earnest money, the equities may deposit the earnest funds with the Clerk of the Circuit Court of the county of the location of the real estate. The Parties agree to indemnify and hold the escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses arising out of such claims and demands, said amounts to be borne equally by both seller and Purchaser.

12. SELLER REPRESENTATION: Notwithstanding anything to the contrary contained in this contract, as Purchaser has been in possession of the property, Seller makes no representations as to the condition of heating, central cooling, ventilating, electrical and plumbing fixtures and systems on the real estate and all appliances to be transferred to Purchaser pursuant to this contract.

13. GENERAL CONDITIONS: a) If prior to closing, improvements on the real estate are destroyed or materially damaged by fire or other casualty, this contract at option of Purchaser shall become null and void or Purchaser may elect to take an assignment of Seller's insurance proceeds.

b) Prior to closing, Seller shall furnish at Purchaser's expense a survey dated not more than 6 months prior to contract acceptance by a licensed land surveyor showing the location of the improvements thereon (including fences separating the real estate from adjoining properties) and showing all encroachments, if any. If the survey discloses improper location of improvements or encroachments and Seller is unable to obtain title insurance protection for the benefit of Purchaser against loss resulting from such improper location or encroachment, Purchaser may, at his option, declare this contract to be null and void. Providing all existing improvements (including fences) and encroachments, if any, appear on the survey thus furnished, Purchaser shall bear the cost of any later date survey which may be required by Purchaser or mortgagee or desired by Purchaser.

c) Existing mortgage and lien indebtedness may be paid out of sales proceeds. Purchaser may place a mortgage on the real estate and apply proceeds on purchase.

d) All of the items of personal property shall be transferred to Purchaser at closing by delivery of a customary Bill of Sale without warranty of merchantability or fitness for particular purpose. Seller shall also furnish Purchaser an affidavit of title covering the time of closing, subject only to the title exceptions permitted by this contract and shall sign customary ALTA forms.

e) Purchaser acknowledges for the benefit of Seller and for the benefit of third parties that Purchaser has had complete access to the real estate, its improvements and included personal property, as well as the public records related to the property, and is satisfied as to the physical and other condition of the real estate, improvements, and included personal property.

f) Seller shall remove all debris from the real estate and improvements by date of possession. Purchaser shall have the right to inspect the real estate and improvements during the 48-hour period immediately prior to closing to verify that the real estate, improvements and included personal property are in substantially the same condition, as of the date of Seller's acceptance of this contract, normal wear and tear excepted.

g) The Seller warrants that neither Seller nor Seller's agent has received notice of any dwelling code violation which exists on the date of this contract from any city, village, or other governmental authority.

h) Seller and Purchaser shall execute all documents and provide all information so that any Federal Lender can issue its commitment and close the transaction in accordance with the requirements of the Real Estate Settlement Procedures Act of 1974.

i) Seller shall comply with the terms of any municipal ordinance relating to the transaction contemplated herein for the municipality in which the real estate is located and shall provide to Purchaser at closing evidence of compliance with such ordinances. Transfer taxes required by local ordinance shall be paid by Purchaser. Purchaser shall pay all transfer taxes imposed by state law or any other jurisdiction.

j) All notices or other communications which may be made pursuant to or which may be necessary or convenient in connection with this agreement, with the exception of notices as provided for in Paragraph 8 and 9, shall be in writing and shall be made to the parties herein at the addresses which appear after their names (or at such address as each may by written notice to the other designate) by personal delivery or by certified or registered mail. In the case of mailing, notice shall be deemed to be given as of the date notice is placed in the United States Mail, postage prepaid.

k) All facsimile transmissions of any documents, with original documents to follow by U.S. Mail, relating to this contract shall be considered to have the same legal effect as the original document and shall be treated in all manner and respects as the original document.

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- l) Purchaser shall furnish flood insurance required by tender and shall pay any usual and customary processing costs or charges required by lender.
- m) Time is of the essence, provided that Seller and Purchaser may change any date or time limit set forth herein by a written agreement executed by Seller and Purchaser or their authorized agents.
- n) This contract and the transaction described herein may be subject to the provisions of the Foreign Investment in Real Property Tax Act of 1980 and all amendments thereto (the "Act"). Seller and Purchaser shall execute or cause to be executed all documents and take or cause to be taken all actions necessary in order that Purchaser shall have no liability, either actual or potential under the Act.
- o) Seller agrees to provide the Internal Revenue Service with the sale of Real Estate 1099 as required by law.
- p) Captions are not intended to limit the terms contained after said caption and are not part of the Contract.

Purchaser's Name: (Type or print) STAVIN BOYER & DEBORAH BOYER, HIS WIFE Taxpayer ID (Eco. Sec.) # 258-13-0068

Purchaser's signature:

Stav S Boyer Address: 1321 Longmeadow, Glenview, Illinois 60025

Deborah Boyer

ACCEPTANCE OF OFFER BY SELLER:

This _____ day of _____, I accept this offer and agree to perform and convey according to the terms of this contract.

Seller's Name: (Type or print) RALPH E. GOODWIN AND HARRIET K. GOODWIN, HIS WIFE, Taxpayer ID (Eco. Sec.) # 258-24-8088

Seller's signature:

Ralph E Goodwin Address: 1409 Main Street, Stevens Point, Wisconsin 54481

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STATEMENT BY GRANITOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated June 9, 19 94

Signature: [Signature]

Ralph E. Goodwin, Grantor

Subscribed and sworn to before me by the said [Signature] agent this 9th day of June 1994.

Notary Public [Signature]

OFFICIAL SEAL
Joseph Martin Lucas
Notary Public, State of Illinois
My Commission Expires 11/1/97

The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated June 9

Signature: [Signature]

Steven Boyer, Grantor

Subscribed and sworn to before me by the said [Signature] agent this 9th day of June 1994.

Notary Public [Signature]

Deborah Boyer, Grantor

NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, is exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

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Joseph M. Xulas
18 E. Dundee Rd.
Building 4, Suite 100
Barrington, Ill. 60010

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