ARTICLES OF AGREEMENT FOR WARRANTY DEED

THIS AGREEMENT MADE THIS 24th day of June, 1994, by and between MARY C. Mc ANDREW, ("Seller"), who hereby agrees to sell to YONG A. PARK and YOUNG S. PARK, (referred to herein as "Buyers"), and they hereby agree to purchase, for the price and on the terms and commitments contained herein the following real estate (hereinafter "the Property") and personal property:

- 1. A. Real Estate commonly known as 724 12th St., Wilmette, Illinois, the legal description of which is set forth on Exhibit A attached hereto and made a part hereof.
- B. Personal Property: (If any) screens; storm windows and doors; shades; radiator covers; heating; central cooling; ventilating; lighting and plumbing fixtures; attached mirrors, shelving, interior shutters, cabinete and bookcases; awnings; porch shades; planted vegetation; garage door openers and transmitters; attached fireplace screens; smoke detectors; refrigerator, dishwasher, disposal, oven-range, built-in microwave, worker, dryer, and all window treatments for which a Bill of Sale will be given at "final closing."

2. THE DEED:

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 COOK COUNTY RECORDER
- A. If the Buyers shall first make all the payments and perform all the covenants and agreements in this Agreement required to be made and performed by said Buyers, at the time and in the manner hereinafter set forth, Sellers here by covenant and agree to cause to be conveyed to Buyers or their nominee, by a recordable, stamped Warranty Deed with release of homestead rights, good title to the Property subject only to the following "permitted exceptions," of any: (i) general real estate taxes for the year 1994 and subsequent years; (ii) private, public and utility easements; (iii) roads and highways; (iv) covenants, conditions and restrictions of record; (v) special taxes or assessments.
- B. The performance of all the covenants and conditions herein to be performed by Buyers shall be a condition precedent to Sellers' obligation to deliver the deed aforesaid.
- 8. <u>TERMS OF PAYMENT</u>. Buyers hereby agree to pay to Seller, it her address of 410 Greenleaf, Wilmette. Illinois 60091, or to such other person or at such other place. You Seller may from time to time designate in writing, the purchase price of \$178,000.00, which Buyers shall ray in the following manner:
 - A. Buyers shall make a downpayment or initial lump sum deposit payment of \$29,500.00.
- B. The balance of the purchase price, to-wit \$154,500.00 shall be payable principal and interest at 9% per annum in menthly payments of \$1957.14, amortized over ten (10) peris, due on or before the tenth day of each month, beginning on July 10, 1994 through the end of the 120th month thereafter. At the end of the 120th month, the balance of the purchase price shall be due and payable as provided below.
- C. 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 1st day of the 120th month thereafter. Buyers shall have the right to prepay these sums to Sellers, without penalty.
- D. 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 delinquent all taxes and assessments which subsequent to the date of this Agreement may become a lien on the property; third, to pay building assessments falling due after the date of this Agreement; and fourth, to reduce said unpaid principal balance of the purchase price. But, any monies in the parties'

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escrow account, shall be first applied to the payment of taxes and insurance.

- E. An additional \$582.32 per month, due and payable under the same conditions as payments in Paragraph 3(B) of this agreement, will be paid to Seller by Buyers for garage fees, real estate taxes, association fees and any other association expenses or mailing fees. Buyers will increase the payment upon written notification by Seller as any or all of these fees increase, in the amount specified by Seller.
- 4. <u>CLOSINGS.</u> The "initial closing" shall occur on June 24, 1994. "Final closing" shall occur if and when all covenants and conditions herein to be performed by Buyers have been so performed.

5. PRIOR MORTGAGES.

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- A. Sellers shall pay all required payments or installments on any existing or prior mortgages which are a lien or encumbrance against the property, as they are obligated to pay by the terms of the notes and mortgages or trust deeds. Sellers shall have the right to place a loan against the property as a lien or encumbrance without the express prior written consent of the Buyers, so long as they do not exceed 80% of the Buyers' existing principal balance.
- B. In the event Sellers shall fail to make any payments on the indebtedness 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, Euvers chall 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 Buyers to protect Buyers' interest hereunder from the unpaid balance of the purchase price or from the installment payments to be made herein.

6. TITLE.

- A. At the Final closing, Sellers shall furtion to Buyers at Sellers' expense a commitment issued by a title insurance company licensed to do business in Illinois, to issue a contract purchaser's title insurance policy covering the date hereof, subject only to: (i) the general exceptions contained in the policy; (ii) the "permitted exceptions" set forth in paragraph 2 thereinabove; (iii) prior mortgage, if any; and (iv) acts done or suffered by or judgments against the Buyers, (thuse claiming by, through or under the Buyers. If the Property is registered under the Torrens system of land registration, Sellers may furnish a tax search, federal tax lien search and a Torrens certificate showing them as owners as satisfactory evidence of good title. The Buyers shall have the right to register these Articles or a memorandum thereof with the Torrens Registered in the Torrens system, the Buyers may record these Articles or a Memorandum thereof with the Cook County Recorder of Deeds.
- B. Said title commitment, which conforms with subparagraph 6 A, shall be conclusive evidence of good title therein shown, as to all matters insured by the policy, subject only a special exceptions therein state.
- C. The taking of possession of the Property by Buyers shall be conclusive evidence that Buyers in all respects accepts and is satisfied with the condition of title to the Property as of the initial closing. Sellers shall have no further obligation with respect to the title or to furnish further evidence thereof, except that Sellers shall remove any exception or defect not permitted under paragraph 6 A resulting from acts done or suffered by or judgments against the Sellers between the initial closing and the final closing.
- D. Sellers shall furnish at their expense a current survey of the property unless the property is a condominium. If a condominium, no survey will be provided. If required by Title Insurance Company,

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at final closing. Buyer shall furnish at Buyers' expense.

- 7. <u>AFFIDAVIT OF TITLE</u>. Sellers shall furnish to Buyers at the final closing, an Affidavit of Title, covering said dates, subject only to those permitted exceptions set forth in paragraph 2 A, prior mortgages permitted in paragraph 5, and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 5.
- 8.. <u>PRORATIONS.</u> Insurance premiums shall be adjusted ratably as of the date of the initial closing. Real estate taxes for the year of possession shall be prorated upon receipt of the actual tax bill for 1993 and each year thereafter, when known.

9. <u>BUYERS' OBLIGATIONS</u>:

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Buyer covenant and agree as follows:

- A. That Buyers have examined the Property and have noted its physical condition; and Buyers take the Property in its present physical condition and without warranty or representation of any kind relating thereto and accept the Property "As Is".
- B. Buyers shall keep the Property and the personal property in at least as good repair and condition as it now is, ordinary wear tear excepted. Buyers shall, at their cost, make certain necessary repairs and renewals upon the Property as needed, including interior painting and decorating, floor refinishing. If, however, the Property rhall not be thus kept in good repair, and in a clean, sightly and healthy condition by Buyers, Sellers may inter (i) enter same, themselves, or through their agents or employees, without such entering, causing or constituting a termination of this Agreement or an interference with Buyers' possession of the Property, and make the necessary repairs and do all the work required to place said property in good repair and in a clean, sightly and healthy condition, and Buyers agree to pay to Sellers for the expense of any said repairs or (ii) notify the Buyers to make such repairs and to place said Property in a clean, sightly, and healthy condition within thirty (30) days of such notice (except as is otherwise provided in paragraph 20), and upon a fault by Buyers in complying with said notice, then, Sellers may avail themselves of such remedies as Sellers may elect, if any, from those that are by this Agreement or at law or equity provided.
 - C. Waste on the Property shall not be committed or suffered.
- D. Buyers shall be permitted to make improvements to the Property with the consent of Seller. Such consent by Seller shall not be unreasonably withheld.
- 10. <u>FIXTURES AND EQUIPMENT.</u> At the initial closing, Buyers shall receive procession of the personal property to be sold to Buyers pursuant to the terms of this Agreement as well as of the fixtures and equipment permanently attached to the improvements on the Property, but until payment in full of the purchase price, none of such personal property, fixtures or equipment shall be removed from the Property without prior written consent of the Sellers; the foregoing does not apply to any personal property or fixtures caused to be attached to the Property by Buyers.

11. <u>INSURANCE.</u>

A. If the property is a condominium then this paragraph 11 A shall not apply. It is anticipated by the parties that the common elements of the building will be insured by the condominium association. Tenant is responsible for purchasing insurance for the interior elements and property. If not a condo then insurance coverage shall be maintained on the Property and all improvements thereon equally by the parties (i) for fire and other casualty in an amount not less than \$178,000.00; and (ii) for public liability

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in an amount not less than \$178,000.00. Such policies shall be procured and held by Sellers in the names of Sellers, Buyers, and mortgagee, if any, as their interest appear. Copies of all such policies shall be given to Buyers on request. Buyers shall pay the amount of these said premiums in equal monthly installment of 1/12th of the annual premiums to the escrow account maintained by the parties as set forth in paragraph 13 hereinbelow. Buyers shall pay for the first year's coverage in advance as required by the insurer or its agent, and shall provide Sellers proof of said payment. If a condo then buyer shall pay the monthly assessments as provided herein.

- B. In case of loss of or damage to the Property and/or any improvements thereon, any insurance proceeds to which either or both of the parties hereto shall be entitled on account thereof, shall be used (i) if the insurance proceeds are sufficient to put the Property in substantially as good condition as prior to the dame, to pay for the restoration, repair or reconstruction of the Property or (ii) if the insurance proceeds are not sufficient to pay in full the expense of reconstruction, repair or restoration of the Property, then they shall be used for such purposes only if the parties agree, within ninety days after said damage, to there equally the balance of the expenses. If the parties do not so agree, then the proceeds of insurance shall be applied to the unpaid balance of the purchase price.
- C. Buyers further covenant and agree to save, protect, and keep harmless Sellers against any loss, damage, cost, or expense by reason of any accident, loss or damage resulting to person or property occurring after Buyers take possession of the Property pursuant to this Agreement, by reason of any use which may be made of said Property or of any improvements thereon or by reason of or accruing out of any act or thing done or omitted to be done upon said Property.
- 12. TAXES AND CHARGES. Buy my covenant and agree to pay before same shall become delinquent, all general and special taxes, condominium association dues, fees and assessments, special assessments, water and sewer service charges and other taxes, fee (e.g. city inspection fees), liens and charges now or hereafter levied, assessed or charged against the Property or any part thereof or any improvements thereon. The payment of these charges shall be drawn from the escrow account as set forth in Paragraph 13 herein.

19. FUNDS FOR TAXES AND CHARGES.

- A. The Sellers will establish a certain bank account ("the excrow account") for the purpose of depositing funds to be used to pay assessments and taxes, respectively in paragraphs 11 and 12 hereinabove, all such assessments and taxes are hereinafter referred to as "operating expenses".
- B. If the amount of the funds in the joint account shall not be sufficient to pay all such expenses as herein provided, Buyers shall pay to Sellers the amount necessary to made up the deficiency within 30 days from the date notice is mailed by Sellers to Buyers requesting payment the coff or at the option of the parties, the deficiency may be added to the principal balance due, with interest accruing thereon, or a special monthly assessment may be established. Buyers shall pay the amount of the said taxes in equal monthly installments of one twelfth (1/12) of the last known tax bill.
- C. Failure to make the deposits of funds required hereunder shall constitute a breach of this Agreement.
- D. The funds are hereby pledged as additional security to the Sellers for the monthly payments and the unpaid balance of the purchase price.
 - E. The escrow account shall be maintained at a bank to be selected by Sellers.

14. BUYERS' INTEREST.

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- A. No right, title or interest, legal or equitable, in the Property described herein, or in any part increof, shall vested in the Buyers until the Warranty Deed, as herein provided, shall be delivered to the Buyers.
- B. In the event of the termination of this Agreement by default, breach, abandonment or forfeiture by Buyers, all improvements, whether finished or unfinished, whether installed or constructed on or about said Property by the Buyers or others, shall belong to and become the property of the Sellers without liability or obligation on Sellers' part to account to the Buyers therefor or for any part thereof.
- 15. <u>LIENS.</u> Buyers and Sellers shall not suffer or permit any mechanics' lien, judgments or other liens or encumbrances by virtue of any act or omission on the part of either of the parties, or any one claiming by, through or under them, attach to the Property or the title thereto.

16. PERFORMANCE.

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- A. If Lurers (i) default by failing to pay when due any single installment or payment required to be made to Sellers in the terms of this Agreement and such default is not cured within twenty (20) days of written notice to Buyers or (ii) default in performance of any other covenant or agreement hereof and such default is not cured by Suyers within thirty days after written notice to Buyers (unless the default involves a dangerous condition which shall be cured forthwith): Sellers may treat a default as a breach of this Agreement and Sellers shall have one or more of the following remedies in addition to all other rights and remedies provided at law or in equity: (a) maintain an action for any unpaid installments; (b) declare the entire balance due and maintain an action for such amount; (c) forfeit the Buyers' interest under this Agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Buyers, and upon Buyers' failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Buyers to reinstate as provided in that Act. Default in payments by Buyers for the purpose of subparagraph 12 A shall be deemed by one month of deficiencies or non-payment of purchase installments under Paragraph 3 C or of funds.
- B. As additional security in the event of default, Purers assign to Sellers all unpaid rents, and all rents which accrue thereafter, and in addition to the remedier provided above and in conjunction with any one of them, Sellers may collect any rent due and owing and may seek the appointment of a receiver.
- C. If default is based upon the Buyers' failure to pay taxes or insurance premiums, Sellers may elect to make said payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by Buyers to Sellers.
- D. Sellers may impose and Buyers agree to pay a late charge of 5% on a 1y a 1d all payments due hereunder which Sellers agree to accept after the date the payment was due.
- E. Anything contained in subparagraphs A through D to the contrary notwiths. It is Agreement shall not be forfeited and determined, if within 20 days after such written notice of default, Buyers render to Sellers the entire unpaid principal balance of the Purchase Price, and accrued interest then outstanding, and cure any other defaults of a monetary nature affecting the Property or monetary claims arising from acts or obligations of Buyers under this Agreement. Buyers shall be allowed 60 days to obtain a mortgage to pay Sellers the entire balance due.

17. DEFAULT, FEES.

A. Buyers shall pay all reasonable attorney's fees and costs incurred by the Seller in enforcing the terms and conditions of this Agreement, including forfeiture or specific performance, in defending any proceedings to which Sellers are made a part to any legal proceedings as a result of the acts or omissions

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- B. (i) All Rights and remedies given to Sellers 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; (ii) 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 money after it falls due after knowledge of any breach of this Agreement by the parties, or after the termination of Sellers' 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 Property, shall not reinstate, continue or extend this Agreement, not affect any such notice, demand, suit or judgment hereunder unless expressly waived.
- 18. ABANDONMENT. Thirty days physical absence by Buyers with any installment being unpaid or removal of the substantial portion of Buyer's personal property with installments being unpaid, and, in either case, reason to believe Buyers have vacated the Property with no intent again to take possession thereto, shall be defined to be an abandonment of the Property by Buyers. In such event, and in addition to Sellers' remedies set forth in Paragraph 17 hereinabove, Sellers may, but need not, enter into the Property and act as Ruyers' agent to perform any necessary decorating and repairs and to re-sell the Property, Buyers shall be conclusively deemed to have abandoned any personal property remaining on or about the Property and Buyers' interest therein shall pass under this Agreement as a bill of sale to Sellers without additional payment by Sellers to Buyers.
- 19. <u>SELLERS' ACCESS.</u> Selle's may make or cause to be made reasonable entries upon and inspection of the Property.
- 20. CALCULATION OF INTEREST. Unpaid interest for each month shall be added to the unpaid balance of the first day of each month at a rate of one-twelfth of the annual interest and shall be calculated upon the unpaid balance due as of the last day of preceding month based upon a 360 day year.
- 21. ASSIGNMENT. Buyers shall not transfer, plante or assign this Agreement, or any interest herein or hereunder, without the written consent of the School. Such consent by Sellers shall not be unreasonably withheld.
- Buyers shall be entitled to delivery of the Warranty Deed of conveyance FINAL CLOSING. aforesaid and a Bill of Sale to the personal property to be transferred to Livers hereunder at any time upon payment of all amounts due hereunder in the form of cash, or cashie cor certified check made payable to Sellers, which amount shall be without premium or penalty. At the time Buyers provide notice to Sellers they are prepared to repay all amounts due hereunder, Sellers forthwith shall either produce or record at a currently dated loan repayment letter reflecting the amount necessary to discharge and release the prior mortgage. Sellers shall have the right to repay and discharge such mort age in whole or in part from sums due hereunder from Buyers. The repayment of the prior mortage shall be supervised and administered by Buyers' mortgage lender, if any. Upon repayment of the prior inortgage, Sellers shall receive the canceled note and a release deed in form satisfactory for the recording shall be delivered to Buyers. Sellers shall give Buyers a credit against the balance of the purchase price for the cost of recording said release. In the event Buyers do not have a mortgage lender, then the delivery of the canceled note to Sellers shall be simultaneous with the delivery of the Deed from Sellers to Buyers and to facilitate the delivery of documents and the payments 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, Buyers and Sellers shall execute and furnish such real estate transfer declarations as may be required, to comply with any stamp tax then imposed by State or County law the transfer of title to Buyers, and Buyers shall pay any such tax and meet other requirements as then may be established by local ordinance with regard to the transfer of title to Buyers, unless otherwise provided in the local ordinance.

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- 23. <u>RECORDINGS.</u> The parties shall record this Agreement or Memorandum thereof at Buyer's expense.
- 24. <u>NOTICE</u>. All notices required to be given herein shall be in writing signed and personally delivered or mailed by certified or registered mail, return receipt requested, to each at their above designated addresses or such other address that each may from time to time designate. Buyers, YONG PARK and YOUNG S. PARK, shall receive all notices on behalf of themselves and ANDREW R. JARETT, Seller's attorney, shall be designated to receive all notices on behalf of Sellers.
- 25. <u>CAPTIONS AND PRONOUNS</u>. The captions and headings of the paragraphs herein are for convenience only, and are not being construed as confining or limiting in any way, the scope or of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall use ude the singular, and the masculine and neuter shall be freely interchangeable.
- 26. PROVING MS SEVERABLE. The unenforceability or invalidity of any provision or provisions in this Agreement about not render other provision or provisions herein contained unenforceably invalid.
- 27. BINDING ON HEPS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties.
- 28. <u>JOINT AND SEVERAL GBLICATIONS</u>. The obligations of the persons designated "Sellers" or "Buyers" in this Agreement shall be jointly several and in such case each hereby authorizes the other attorney-in-fact to do or perform any ac. or agreement with respect to this Agreement or the Property.
- 29. <u>TIME OF ESSENCE.</u> Time is of the essence of this Agreement and all the provisions hereof. No delay or omission of Sellers to exercise any right or power arising from any default on the part of the Buyers shall impair any such right or power or be construed to be a waiver of any such default or an acquiescence therein Sellers.
- 30. <u>REAL ESTATE BROKER.</u> Sellers and Buyers represent and warrant that no brokers were involved other than, Elizabeth Bowden of National North Shore representing the Seller only and Michael Martin of Martin and Mabry representing the Buyer only.
- 31. "AS IS". The Buyers expressly acknowledge that the premises are being sold "as is" and that the Sellers or Broker make no warranties whether expressed or implied as to "a condition of the property whether oral, written or implied and the Purchasers agree to accept said property "as is" after thoroughly inspection of said property. It being the express intention of the Buyers to relieve the Sellers or Broker of any and all liability for any defects which heretofore may be discovered whether disclosed, latent, or patent either known or unknown at the time of closing by Sellers.

in witness '	WHEREOF, the partie	s hereto have hereunto set	their hands and seals :	30.24
day of June	, 1 994 .			C

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BUYERS:

MARY MC ANDREW

Illinois Real Estate Licensee

ANDREW R. JAKETT

Attorney in Fact

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"UNIT NO. 106 AND UNIT NO. L-21 IN VILLAGE CENTRE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

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LOTS 22, 23 AND 24 IN DINGEE'S RESUBDIVISION OF BLOCK 26 IN THE VILLAGE OF WILMETTE, IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT 'D' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 89259074 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS."

Property of Cook County Clerk's Office

EXHIBIT "A"

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