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ARTICLES OF AGREEMENT FOR ASSIGNMENT OF BENEFICIAL INTEREST OF LAND TRUST

01 RECORDING \$37.50
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\$2340 C.J. *-94-778401
COOK COUNTY RECORDER

This Agreement made this 5th day of August, 1994, between HENRY SOBCZYK, as Trustee of the HENRY SOBCZYK LTA dated August 27, 1991, hereinafter referred to as "Seller", and ROBERT RAMAGE and KRISTINE PENA, hereinafter referred to as "Purchaser".

WITNESSETH, that if said Purchaser shall first make the payments and perform the covenants hereinafter mentioned to be performed by said Purchaser, the Seller hereby covenants and agrees to convey to the Purchaser in fee simple, free and clear of all encumbrances, except as hereinafter provided, by a good and sufficient Assignment of his beneficial interest, an undivided one-quarter (1/4) interest in LaSalle National Bank, a National Banking Association, as Trustee under Trust Agreement dated September 3, 1949, and known as Trust Number 6366, and legally described as:

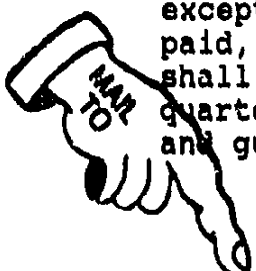
LEGAL DESCRIPTION ATTACHED HERETO AND
INCORPORATED HEREIN AS EXHIBIT "A"

Commonly known as Unit 2B, 8300 Keating, Skokie, Illinois 60076

The purchase price shall be Sixty-Seven Thousand Five Hundred (\$67,500.00) Dollars, payable as follows:

- The Purchaser has paid Five Thousand (\$5,000.00) Dollars as earnest money; and
- The Purchaser shall pay to the Seller by cashier's or certified check at the time of closing, the sum of Twelve Thousand Five Hundred (\$12,500.00) Dollars; and
- The balance of the purchase price of Fifty Thousand (\$50,000.00) Dollars and interest thereon at nine (9%) percent per annum, amortized over twenty (20) years in the following manner:

Four Hundred Forty-Nine and 87/100 (\$449.87) Dollars on the 5th day of September, 1994 and Four Hundred Forty-Nine and 87/100 (\$449.87) Dollars on the 5th day of each month thereafter, except the final payment of interest and principal, if not sooner paid, shall be on the 5th day of August, 2014. The Purchaser shall receive a credit at closing against the down payment of one-quarter (1/4) of the outstanding sums due for repairs to the roof and gutters and front hall.



MAIL TO: ROBERT RAMAGE
4433 WEST TOLSON
UNIONWOOD, IL
60046

ATTORNEY'S NATIONAL
TITLE NETWORK INC.

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m

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The Purchaser shall have the unlimited right of prepayment without penalty. No loan, originator fee or other charges shall be charged by Seller to Purchaser. All payments received hereunder shall be applied in the following order of priority: first, to late charges; second, to interest accrued and owing on the unpaid principal balance of the purchaser price; third, to the balance of the purchase price.

2. The Seller shall give the Purchaser credit against the down payment at closing for all real estate taxes due through the date of closing. The Purchaser shall pay all the real estate taxes on the property that accrue beginning on the date of the initial closing and shall provide the Seller a copy of paid tax bills within thirty (30) days of said payments.

3. During the term of the Agreement, Seller shall maintain its current insurance policy naming themselves as the insured. The Purchaser shall pay to the Sellers the insurance premiums within fifteen (15) days of receipt of the insurance premium bill. Purchaser shall also be responsible for any and all charges and expenses relating to the Property and or their share of the Agreement among Co-Owners, dated September 3, 1949, as it relates to the operation, administration and maintenance of the Property; a copy of said Agreement is attached hereto and incorporated herein.

4. The conveyance to be made by the Seller shall be subject to the following:

General taxes for 1993 and subsequent years; covenants, conditions and restrictions of records; public and utility easements; roads and highways; and any existing leases and tenancies.

5. Prior to closing date, Seller shall show to Purchaser or his agent, evidence of merchantable title in the intended grantor by delivering a Commitment for Title Insurance from a Title Insurance Company selected by the attorney for Seller bearing date on or subsequent to the date of the acceptance of this Agreement, in the amount of the purchase price.

6. At closing, the parties hereunder shall execute and deliver to Robert A. Motel, as Escrowee, the following:

- (a) Articles of Agreement for Assignment of Beneficial Interest of Land Trust.
- (b) Assignment of Beneficial Interest of Land Trust.
- (c) Affidavit of Title.

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- (d) Bill of Sale.
- (e) ALTA Statement.

Upon proof that the Purchaser has paid the entire sum due under the terms hereof, and is not otherwise in default under the terms of this Agreement, said documents shall be delivered to Purchaser.

7. The Seller, by its duly authorized agent, may enter the premises at reasonable times and hours upon written notice to Purchaser, such notice being given within a reasonable time in advance.

8. Neither the Seller nor the Purchaser shall not suffer or permit any mechanic's lien, mortgage or other lien to attach to or be against the premises subsequent to Closing. Any contract for repairs and/or improvements on the premises or any part thereof in excess of One Thousand (\$1,000.00) Dollars must be approved and consented to in writing by the Seller and 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 Purchasers for such 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/or improvements shall be promptly delivered to and be retained by Seller.

9. Purchaser shall not sell, 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 with all sums due Seller hereunder. Consent shall not be unreasonably withheld. Purchaser shall provide at their expense a satisfactory credit report of the prospective transferee and Purchaser shall be liable for Seller's expenses incurred in such transfer not to exceed Five Hundred and 00/100 (\$500.00) Dollars, unless expenses are incurred by Seller regarding any litigation or threatened litigation which are the result of the proposed transfer.

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

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11. 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.

12. If Purchaser fails to pay monthly taxes or insurance premiums, or any other items 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 prime plus three (3%) percent per annum based on the then current rates quoted by the Colonial Bank Company of Chicago until paid. In addition to the above, in the event any of said payments shall be more than fifteen (15) days late, there shall be a late penalty in the amount of four (4%) percent of the amount of any such payment due the Seller by the Purchaser.

13. 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; subject to Purchaser's rights hereunder.

14. 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.

15. Purchaser shall pay to Seller or Seller shall pay to Purchaser all costs and expenses, including attorney's fees, incurred by Seller or Purchaser in any action or proceeding to which Seller or Purchaser may be made a party to a lawsuit by reason of becoming a party to this Agreement and due to the fault of the other party, and Purchaser will pay to Seller and Seller shall pay to the Purchaser, all costs and expenses, including attorney's fees, incurred by Seller or Purchaser in enforcing any of the covenants and provision of this Agreement, and all such costs, expenses and attorney's fees may be included in and from a part of any judgment entered in any such court proceeding pursuant to this Agreement

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16. Notwithstanding any other provisions to the contrary, no forfeiture shall occur and the Seller shall not and may not take or remedy available to them hereunder in the event of any default by Purchaser unless thirty (30) days prior written notice of such default is first furnished by Seller to Purchaser by certified mail, return receipt requested, to the address provided herein or to such other address or Purchaser may notify Seller of in writing. If Purchaser thereafter fails to cure such default within thirty (30) days after receipt of said notice, then Seller may take any legal action available to it, Seller's notice shall specify the breacher of this Agreement.

17. The remedy of forfeiture herein given to Seller shall not be exclusive of any other remedy, but Seller shall, in the case of default or breach, or for any 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.

18. Any forbearance by Seller in exercising any right or remedy hereunder or otherwise afforded by law shall not be a waiver or preclude the exercise of any such right or remedy.

19. Seller shall pay the amount of any Transfer Stamp Tax imposed by State law on the transfer of title, and shall furnish a complete Real Estate Transfer Declaration signed by the Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Act of the state of Illinois and shall furnish any declaration signed by the Seller or Seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax. Any such tax required by Skokie ordinance shall be paid by Purchaser.

20. Time is of the essence of this Agreement.

21. In the event any provision of this Agreement shall be determined to be void or unenforceable by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect.

22. 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.

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23. Any notice, request, instruction or other document to be given hereunder by either party hereto to the other shall be in writing and delivered personally or sent by registered mail, postage prepaid as follows:

If Seller: HENRY SOBCZYK
4848 North Natoma Avenue
Chicago, Illinois 60656

with copy to: ROBERT A. MOTEL
4433 West Touhy Avenue
Suite 465
Lincolnwood, Illinois 60646

If to Purchaser: ROBERT RAMAGE & KRISTINE PENA
8300 Keating
Skokie, Illinois 60076

with copy to: LYLE S. COHEN
309 West Washington Street
Suite 650
Chicago, Illinois 60606

The Seller and Purchaser shall promptly notify one another of any change regarding their address or telephone number during the terms of this Agreement.

24. The time of payment shall be of the essence of this Agreement, and the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrator and assigns of the respective parties.

25. Purchasers shall comply with all federal, state and municipal laws, ordinances and regulations, relating to the use and occupancy of the real estate and will not permit the real estate to be used for any indecent or immoral purposes.

26. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the real estate, or of any settlement in lieu of condemnation, are hereby assigned to the sellers but, so long as Purchasers are not in default, such assignment shall be limited to the total of any and all sums due or to become due to Sellers pursuant to this Agreement.

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27. It is further mutually agreed by and between the parties hereto that the covenants and agreements herein contained shall be binding upon the parties hereto and upon their respective executors, administrators, successors and assigns.

28. This Agreement shall be construed in all respect under and by virtue of the laws of the State of Illinois. Any contravene the laws of any state or political subdivision thereof shall be deemed not to be considered a part of this Agreement and all other provisions of this Agreement shall survive and be construed as though such provision had not existed.

29. This Agreement has been prepared in multiple counterparts, each of which shall be considered an original without the need to produce any other counterpart.

30. Whenever in this Agreement the prior written approval of either party is required, said approval shall not be unreasonably withheld.

31. Upon the final Closing, Seller shall deliver to Purchaser or their attorney, a current survey.

32. The Closing shall occur on or about August 5, 1994 at the office of the Title company.

SELLER:

By: Henry Sobczyk

PURCHASER:

John P. [Signature]
[Signature]

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5-11-2011

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EXHIBIT "A"

LOT 24 IN KRENN AND DATO'S CICERO AVENUE "L" SUBDIVISION IN
THE SOUTH WEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 13
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PLAN 10-22-306-018

realest/sobczyk.art

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