

UNOFFICIAL COPY

94382437

STATE OF ILLINOIS )

) SS

94382437

COUNTY OF COOK )

94836172

ARTICLES OF AGREEMENT FOR WARRANTY DEED

AGREEMENT made this 27 day of April, 1994, by between DONALD E. SWANSON

and VALERIE SWANSON (hereinafter referred to as "Seller"), and O'NEAL E. HAMM and

LORRAINE L.M. HAMM (hereinafter referred to as "Purchaser").

DEPT-01 RECORDING \$31.00  
T:0014 TRAN 1566 04/28/94 11:28:00  
#5103 \* -94-382437  
COOK COUNTY RECORDER

WITNESSETH:

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 Warranty Deed, subject to the matters hereinafter specified, the premises situated in the City of Chicago,

County of Cook and State of Illinois described as follows:

Unit 7454-1N as delineated on the survey of the following described Parcel of real estate: Lot 6 in Kennett's Hoyne Avenue Subdivision in the North 1/2 of the Southwest Fractional 1/4, North of Indian Boundary Line of Section 20, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium made by Donald E. Swanson and Valerie E. Swanson, recorded in the Office of the Recorder of Cook County, Illinois as Document No. 94084352, together with an undivided percentage interest in said Parcel (excepting from said Parcel all the property and space comprising all the units thereof, as defined and set forth in said Declaration and survey).

Commonly known as 7454 N. Hoyne, #1N, Chicago, Illinois.

Seller has furnished Purchaser with evidence of title to the premises consisting of a Commitment for an Owner's/Contract Purchaser's Policy of Title Insurance issued by REI Title Guaranty, agent for Chicago Title Insurance Company, showing merchantable title in the Seller subject only to the following:

- 1. General taxes for 1993 and subsequent years and all taxes, special assessments, and special taxes levied after April 27, 1994.

THIS DOCUMENT IS BEING RE-RECORDED TO INCLUDE ALL PARTIES' SIGNATURES.

PIN # 11-30-311-013  
ARB # 11-30-311-999-1004



31.00

Accommodation Receipt 70010  
log 1  
Box 107

94382437  
94836172

Handwritten initials and signatures.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

default under these Articles, Seller will concurrently convey title hereunder by stamped with interest accrued thereon, shall be paid in full. At such time, provided Purchaser is not in ~~five (5) consecutive months~~ until May 1, 2004 when the principal balance remaining unpaid, years, at an interest rate of seven percent (7%) per annum, and ~~monthly~~ thereafter ~~monthly~~

*Handwritten notes:*  
1994  
1998  
Luna  
50

beginning ~~May 1, 1994~~, representing principal and interest payments amortized over ~~the~~ ~~12~~ ~~years~~ ~~take and every month~~ ~~the 1st day of each and every month~~ ~~bi-weekly~~ ~~400~~ ~~bi-weekly~~ ~~400~~ shall payable as follows: ~~\$400 per month~~, payable on the 1st day of each and every month

b. The balance of the purchase price, EIGHTY THOUSAND AND 00/100 (\$80,000.00) agent us and for earnest money, and Seller hereby acknowledges receipt of same

a. The sum of FIVE HUNDRED DOLLARS (\$500.00) has been deposited with Seller's writing, as follows:

500.00) shall be payable to Seller at such place as Seller may designate from time to time in The purchase price of EIGHTY THOUSAND FIVE HUNDRED AND 00/100 Dollars (\$80,

### 3. PURCHASE PRICE

years. All provisions shall be final. Purchaser shall thereafter be responsible for the payment of all taxes accruing for subsequent Purchaser's percentage interest in the common elements, plus an additional ten percent (10%). 1994. The credits shall be calculated based on the 1992 total taxes for the building, times the amount of the 1994 real estate taxes prorated from the date of closing through December 31,

prorated from January 1, 1994 through the date of closing, and Purchaser shall deposit the and administered by Laura S. Addelson, as escrowee, the amount of the 1994 real estate taxes At closing, Seller shall deposit into an escrow entitled "Chateau Beauvais Tax Account", held of 1993 real estate taxes. Seller shall be responsible for payment of all 1993 real estate taxes. assessment) which may be levied by the Condominium Association. There shall be no proration From and after the date of closing, Purchaser shall pay the amount of any regular or special

### 2. PRORATIONS

been paid. Agreement have been executed by all parties and the sums due Seller from Purchaser have Possession of the premises shall be delivered on April 27, 1994 provided these Articles of

### 1. POSSESSION

It is further expressly understood and agreed by and between the parties hereto as follows:  
2. The rights of all persons claiming by, through or under Purchaser,

942824374835172

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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 liens 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. A signed copy of every such contract for work in excess of Five Hundred Dollars (\$500.00) and of the plans and

## 7. REPAIRS AND REMODELING

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.

## 6. LIENS

Purchaser shall keep the property and premises which is the subject hereof in good repair and shall neither suffer nor commit any waste on or to the premises, and if Purchaser fails to do so, Seller may elect to make such repairs or eliminate such waste and the cost thereof shall become an addition to the purchase price immediately due and payable to Seller, with interest at the rate of fifteen percent (15%) per annum until paid. Purchaser accepts the premises in its current condition, having examined it and being satisfied with it. The premises are being sold in "as is" condition with no representation by Seller to repair or redecorate.

## 5. CONDITION OF THE PREMISES

Beginning May 1, 1994, Purchaser shall pay to the Board of Managers of the Chateau Beauvais Condominium Association, the regular monthly assessment attributable to the property, as well as any increases in monthly assessment, additional assessments, or special assessments which may be determined and levied by the Chateau Beauvais Condominium Association on or after the date of this Agreement. Promptly after the due date for each installment of real estate taxes beginning with the first installment 1995 bill, Purchaser will pay such taxes and provide Seller evidence of such payment within fifteen (15) days of the due date.

## 4. TAXES, CONDOMINIUM ASSESSMENTS AND OTHER PAYMENTS

recordable Warranty Deed with Seller then bearing the costs of any transfer tax required by State of Illinois or County of Cook, as well as deliver to Purchaser an Affidavit of Title, Bill of Sale, and ALTA statements. Purchaser shall bear the cost of any later date title charges incurred subsequent to Seller's tendering the original commitment for title insurance as specified above.

227193876  
240282436

specifications for such repairs and improvements shall be promptly delivered and may be retained by Seller. Improvements or additions will not be made without the prior written consent of Sellers.

8. ASSIGNMENT BY PURCHASER

Purchaser shall not transfer or assign this Agreement or any interest therein, without the prior written consent of Seller, and any such assignment or transfer, without such prior 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. Consent will not be unreasonably withheld.

9. AMENDMENTS TO AGREEMENT

No extension, change, modification or amendment to or of this Agreement of any kind whatsoever shall be made or claimed by the 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 signed by the parties hereto.

10. INSURANCE

Purchaser shall keep the property insured in Seller's name at Purchaser's expense against loss by fire, lightning, windstorm and extended coverage risks in companies to be reasonably approved by Seller in an amount at least equal to the 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 policy therefor to Seller at closing. In addition, Purchaser shall furnish Seller with a duplicate liability insurance policy, naming the Seller, his agents and beneficiaries thereunder as additional insureds.

11. FAILURE TO PAY

If Purchaser fails to pay Seller as set forth in Paragraphs 3 and 4 above, or if Purchaser fails to pay 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 the rate specified in Paragraph 3 of this Agreement. If Seller fails to pay mortgage payments when due, Purchaser may elect to do so and the amount so paid will be credited against the next monthly payment due hereunder, but will not relieve Purchaser's obligation to make payments to Seller of the balance of the monthly payments when and as due hereunder.

247938966

247938966

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

241993645

241993645

All notices and demands hereunder shall be in writing. The mailing of a notice or demand by certified mail to Seller at 2832 Woodland, Northbrook, Illinois 60062 or to Purchaser at 7454 N. Hoyne #1N, Chicago, Illinois 60645, 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

## 16. NOTICES

The losing party will pay to the prevailing party all costs and expenses, including reasonable attorney's fees, incurred by the prevailing party in enforcing any of the covenants and provisions of this Agreement and incurred in any action brought by either party against the other party 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 either party against the other on or under this Agreement.

## 15. COSTS

Purchaser therefor or for any part thereof. In the event of the termination of this Agreement by default or forfeiture, 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. IMPROVEMENTS

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. Purchaser shall be entitled to receive a Notice of Intent to Declare a Forfeiture and a thirty (30) day grace period within which to cure any default thereunder. Once the Notice of Intent to Declare a Forfeiture has issued and the grace period begins, Purchaser shall not be entitled to any other grace period during that contract year.

## 13. DEFAULT

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, upon thirty (30) days prior written notice and at the option of Seller, be forfeited and determined, and Purchaser shall forfeit all payments made on this Agreement and such payments shall be retained by Seller in full satisfaction and as liquidated damages by Seller sustained, and in such event Seller shall have the right to re-enter and take possession of the premises aforesaid, subject to compliance with all applicable Illinois law regarding notice, re-entry, and the right to possession.

## 12. MONETARY DEFAULT

9 3 2 3 7



UNOFFICIAL COPY

Property of Cook County Clerk's Office

MAIL TO:  
Laura S. Addelson  
500 Davis St, Suite 701  
EVANSTON, IL 60201

94382437

94836172

*James J. Swanson*  
SELLER:  
*James J. Swanson*  
PURCHASER:  
*James J. Swanson*

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

2832 Woodland, Northbrook, Illinois 60062.  
personal, certified, or cashier's check, payable to Donald E. Swanson and Valerie Swanson at  
or portion thereof not received by the third (3) day of the month. Payments shall be made by  
A late payment penalty shall be assessed in the amount of five percent (5%) of each payment  
of each month, and shall be considered late if not received ~~by the first day of each month~~  
within ten (10) days of the due date.

*Handwritten initials/signature*

All payments due Seller pursuant to Paragraphs 3 and 4 above shall be due on the first day  
of each month, and shall be considered late if not received ~~by the first day of each month~~  
within ten (10) days of the due date.  
w/ 10 days of due date or weekly

20. TIME AND PLACE FOR PAYMENT

There shall be no penalty assessed against Purchaser for prepayment, either in whole or in part, of the principal balance remaining due Seller under these Articles of Agreement from time to time.

19. NO PREPAYMENT PENALTY

Any waiver by Seller of a breach or event of default under this Agreement shall not be construed as a waiver of any subsequent breach or default for either the same or any different breach hereunder.

18. WAIVER OF BREACH

Time is of the essence of this Agreement, and the covenants and agreements herein assigned of the respective parties. contained shall extend to and be obligatory upon the heirs, executors, administrators, and

17. TIME OF THE ESSENCE

9 4 8 3 6 1 7 2

mailing

UNOFFICIAL COPY

Property of Cook County Clerk's Office



UNOFFICIAL COPY

Property of Cook County Clerk's Office