

# UNOFFICIAL COPY

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This form has been approved by the Real Estate Law Committee of the Chicago County Bar Association for use by lawyers only

## ARTICLES OF AGREEMENT FOR DEED

1. BUYER Fernando Puente and Colina Puente, husband and wife, Address c/o 2333 S. Cicero Avenue, Cicero, Cook County, State of Illinois agrees to purchase, and SELLER Commercial National Bank of Berwyn, as Trustee under Trust Agreement V, dated June 3, 1988 and known as Trust No. 880278, Address c/o 17 W 375 Dearborn, Bensenville, IL County, State of Illinois agrees to sell to Buyer at the PURCHASE PRICE of Two Hundred Thousand and no/100 Dollars (\$ 200,000.00) the PROPERTY commonly known as 6101 W. 31st Street, Cicero, Cook County, Illinois and legally described as follows: See Exhibit A attached hereto.

16-09-102-008 16-09-103-018  
16-09-102-004 16-09-103-014

DEPT-01 RECORDING \$35.50  
T#0011 TRAN 4615 11/16/94 11:54:00  
06322 \$ RV #94-972125  
COOK COUNTY ADDED

(hereinafter referred to as "the premises" and the "Property").  
with approximate lot dimensions of 98.25' x 125.0' together with all improvements and fixtures, if any, including, but not limited to: All central heating, plumbing and electrical systems and equipment, the hot water heater; central cooling, humidifying and filtering equipment, fixed carpeting; built-in kitchen appliances, equipment and cabinets, water softener (except rental unit), existing storm and screen windows and doors; ~~attached shutters, shelving, fireplace screens, central air conditioning, air plants and equipment~~ garage door openers and car units, and the following items of personal property:

None

All of the foregoing items shall be left on the premises, are included in the sale price, and shall be transferred to the Buyer by a Bill of Sale at the time of final closing.

### 2. THE DEED:

a. If the Buyer shall first make all the payments and perform all the covenants and agreements in this agreement required to be made and performed by said Buyer, at the time and in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to Buyer (in joint tenancy) or his nominee, by a recordable, stamped general Trustee's deed with release of homestead rights, good title to the premises subject only to the following "permitted exceptions," if any: (a) General real estate taxes not yet due and payable; (b) Special assessments conferred after this contract date; (c) Building, building line and use of occupancy restrictions, conditions and covenants of record; (d) Zoning laws and ordinances; (e) Easements for public utilities; (f) Drainage ditches, feeders, laterals and drain tile, pipe or other conduit; (g) If the property is other than a detached, single-family home: party walls, party wall rights and agreements, covenants, conditions and restrictions of record, terms, provisions, covenants, and conditions of the declaration of condominium, if any, and all amendments thereto, any easements established by or implied from the said declaration of condominium or amendments thereto, if any; limitations and conditions imposed by the Illinois Condominium Property Act, if applicable; installments of assessments due after the time of possession and easements established pursuant to the declaration of condominium.

b. The performance of all the covenants and conditions herein to be performed by Buyer shall be a condition precedent to Seller's obligation to deliver the deed aforesaid.

1. INSTALLMENT PURCHASE: Buyer hereby covenants and agrees to pay to Seller at Commercial Natl Bank or to such other person or at such other place as seller may from time to time designate in writing, the purchase price and interest on the balance of the purchase price remaining from time to time unpaid from the date of initial closing at the rate of Nine percent (9%) per annum, all payable in the manner following to wit:

(a) Buyer has paid \$ 5,000.00 by personal check

(Indicate check and/or note and the date and full pay within 10 days or additional sum of \$ 0 as earnest money to be applied on the purchase price. The earnest money shall be held by Coldwell Banker for the mutual benefit of the parties concerned.

(b) At the time of the initial closing, the additional sum of \$ 15,000.00, plus any proration of any tax hereinafter provided.

(c) The balance of the purchase price, to wit \$ (180,000.00 minus proration of \$4,585.76) \$175,414.24 to be paid in equal monthly installments of \$ 3,154.47 each, commencing on the

20th day of December, 19 94, and on the 20th day of each month thereafter until the purchase price is paid in full ("Installation payments").

(d) 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 20th day of October, 19 97.

(e) 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 the delinquent all taxes and assessments which are due on the date of this agreement; third, to pay the delinquent all taxes and assessments which are due on the date of this agreement; and fourth, to reduce said unpaid principal balance of the purchase price;

(f) Payment of principal and interest to Seller shall be in equal parts in tenancy in common, but in joint tenancy, to be right of survivorship.

4. CLOSINGS: The "initial closing" shall occur on November 1, 19 94, (or on the date, if any, to which said date is extended by reason of subparagraph B (b) at the offices of Seller's lawyer "Final closing" shall occur if and when all covenants and conditions herein to be performed by Buyer have been so performed.

5. POSSESSION: Possession shall be granted to Buyer at the initial closing provided that the full down payment minus net prorations due in favor of Buyer, if any, has been paid to Seller in cash or by cashier's or certified check on the initial closing date, and further provided that Buyer on such initial closing date is otherwise not in default hereunder.

### 6. PRIOR MORTGAGES:

(a) Seller reserves the right to keep or place a mortgage or trust deed ("prior mortgage") against the title to the premises with a balance including interest not to exceed the balance of the purchase price unpaid at any time under this Agreement, the lien of which prior mortgage shall, at all times notwithstanding that this Agreement is recorded, be prior to the interest that Buyer may have in the premises, and Buyer expressly agrees upon demand to execute and acknowledge together with Seller any such mortgage or trust deed (but not the notes secured thereby). No mortgage or trust deed placed on said premises including any such prior mortgage shall in any way accelerate the time of payment provided for in this Agreement or provide for payment of any amount, either interest or principal, exceeding that provided for under this Agreement, or otherwise be in conflict with the terms and provisions of this Agreement, nor shall such mortgage or trust deed in any way restrict the right of prepayment, if any, given to Buyer under this Agreement.

(b) Seller shall from time to time, but not less frequently than once each year and anytime Buyer has reason to believe a default may exist, exhibit to Buyer receipts for payments made to the holders of any indebtedness secured by any such prior mortgage.

(c) In the event Seller shall fail to make any payment 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, Buyer shall 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 Buyer to protect Buyer's interests hereunder from the unpaid balance of the purchase price or from the installment payments to be made under this Agreement.

7. SURVEY: Prior to the initial closing, Seller shall deliver to Buyer or his agent a spotted survey of the premises, certified by a licensed surveyor, having all corners staked and showing all improvements existing as of this contract date and all easements and building lines. In the event the premises is a condominium, only a copy of the pages showing said premises on the recorded survey attached to the Declaration of Condominium shall be required.

Buyer may prepay the principal balance without penalty.

277469 November 20, 1994 and the balance

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The funds shall be held by the Seller... Seller is hereby authorized and intended to use the same for the payment of the aforementioned taxes, assessments, premiums, interest and premiums. Seller shall upon the request of the Buyer, give the Buyer an annual accounting of all such funds deposited and disbursed including evidence of paid receipts for the amounts so disbursed. The funds are hereby pledged as additional security to the Seller for the periodic payments and the unpaid balance of the purchase price.

If the amount of the funds together with the future periodic deposits of such funds payable prior to the due date of the aforementioned charges shall exceed the amount reasonably estimated as being required to pay such charges one month prior to the time at which they fall due such excess shall be applied first to cure any breach in the performance of the Buyer's covenants or agreements hereunder of which Seller has given written notice to Buyer and, second, at Buyer's option, as a cash refund to Buyer or a credit toward Buyer's future obligations hereunder. If the amount of the funds held by Seller shall not be sufficient to pay all such charges as herein provided, Buyer shall pay to Seller any amount necessary to make up the deficiency within 10 days from the date notice is mailed by Seller to Buyer requesting payment thereof.

Seller may not charge for so holding and applying the funds, analyzing said account, or verifying and compiling said assessments and fully nor shall Buyer be entitled to interest on earnings on the funds, unless otherwise agreed in writing at the time of execution of this Agreement.

19. BUYER'S INTEREST

(a) In the event of the termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, whether installed or constructed on or about said premises by the Buyer or others shall belong to and become the property of the Seller without liability or obligation on Seller's part to account to the Buyer therefore or for any part thereof.

20. LIENS:

(a) Buyer shall not suffer or permit any mechanics' lien, judgment lien or other lien of any nature whatsoever to attach to or be against the property which shall or may be superior to the rights of the Seller. (b) Each and every contract for repairs or improvements on the premises aforesaid, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim of lien against the subject premises, and no contract or agreement, oral or written shall be executed by the Buyer for repairs or improvements upon the premises, except if the same shall contain such express waiver or release of lien upon the part of the party contracting, and a copy of each and every such contract shall be promptly delivered to Seller.

21. PERFORMANCE:

(a) If Buyer (1) defaults in failing to pay when due any such installment or payment required to be made to Seller under the terms of this Agreement and such default is not cured within ten (10) days of written notice to Buyer; or (2) defaults in the performance of any other covenant or agreement of this Agreement and such default is not cured by Buyer within thirty (30) days after written notice to Buyer (unless the default involves a claim for specific performance which shall be cured immediately), Seller may treat such a default as a breach of this Agreement and Seller shall have any one or more of the following remedies available in addition to all other rights and remedies provided at law or in equity: (i) maintain an action for any or all of the amounts due and maintain an action for such amount; (ii) forfeit the Buyer's interest under this Agreement and retain all sums paid or liquidated damages in full satisfaction of any claim against Buyer; and upon Buyer's failure to surrender possession, may maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Buyer to institute a proceeding thereat. (b) As additional security in the event of default, Buyer assigns to Seller all unpaid rents, and all rents which accrue thereafter, and in addition to the remedies provided above and in conjunction with any one of them, Seller may collect any rent due and owing and may seek the appointment of a receiver. (c) If default is based upon the failure to pay taxes, assessments, insurance, or liens, Seller may elect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by Buyer to Seller. (d) Seller may impose and Buyer agrees to pay a late charge not exceeding 3% of any sum due hereunder which Seller elects to accept after the date the sum was due.

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(e) Anything contained in subparagraphs (a) through (d) to the contrary notwithstanding, this Agreement shall not be forfeited and determined, if within 10 days after such written notice of default, Buyer tenders to Seller the entire unpaid principal balance of the Purchase Price and accrued interest then outstanding and cures any other defaults of a monetary nature affecting the premises or monetary claims arising from acts or obligations of Buyer under this Agreement.

It is not paid within con (10) days

22. DEFAULT, FEES:

(a) Buyer or Seller shall pay all reasonable attorney's fees and costs incurred by the other in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance, or in defending any proceeding to which Buyer or Seller is made a party to any legal proceedings as a result of the acts or omissions of the other party. (b) (1) All rights and remedies given to Buyer or Seller 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; (2) 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 any similar or different breach or default, the payment or acceptance of money after it falls due after knowledge of any breach of this agreement by Buyer or Seller, or after the termination of Buyer's 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 premises shall not reinstate, continue or extend this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waived.

23. NOTICES:

All notices shall be in writing and shall be delivered to the party to whom such notice is directed at the address of the party giving the same, and the same may be given upon the other party or by registered mail, return receipt requested, to the party to whom such notice is directed at the address shown in paragraph 10, or if to the Buyer at the address of the premises. Notices shall be deemed made when mailed to such address.

24. ABANDONMENT:

Sixty days physical absence by Buyer with any installment being unpaid, or removal of the substantial portion of Buyer's personal property with installments being paid, and in either case, reason to believe Buyer has vacated the premises with no intent again to take possession there of shall be conclusively deemed to be an abandonment of the premises by Buyer. In such event, and in addition to Seller's remedies set forth in paragraph 20, Seller may, but need not, enter upon the premises and act as Buyer's agent to perform necessary decorating and repairs and to re-sell the premises, with or without notice or on terms similar to those contained in this Agreement with allowance for then existing market conditions. Buyer shall be conclusively deemed to have abandoned any personal property remaining in or about the premises, and Buyer's interest therein shall thereupon pass under this Agreement as a bill of sale to Seller without additional payment by Seller to Buyer.

25. SELLER'S ACCESS:

Seller may, at any time, enter upon and inspection of the premises, provided that Seller shall give Buyer notice prior to such inspection and shall indemnify Buyer for any loss or damage caused thereby related to Seller's interest in the premises.

26. CALCULATION OF INTEREST:

Interest shall be calculated monthly and added to the unpaid balance of the first day of each month at the rate of one-twelfth of the annual interest rate and shall be calculated upon the unpaid balance due as of the last day of the preceding month based upon a 360 day year. Interest for the period from the date of initial closing until the date the first installment is due shall be payable on or before the date of initial closing.

27. ASSIGNMENT:

The Buyer shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder nor shall the Buyer lease or sublet the premises, or any part thereof. Any violation or breach or attempted violation or breach of the provisions of this paragraph by Buyer, or any acts inconsistent herewith, shall constitute a right, title or interest herein or hereunder, or in the said premises in any such transferee, pledgee, assignee, lessee or sub-lessee, but Seller may, at Seller's option, declare this Agreement null and void and invoke the provisions of this Agreement relating to forfeiture hereof.

28. FINAL CLOSING:

Buyer shall be entitled to delivery of the Deed of conveyance aforesaid Affidavit of Title and a Bill of Sale to the personal property to be transferred to Buyer under this Agreement at any time upon payment of all amounts due hereunder in the form of cash or cashier's or certified check payable to Seller, which amount shall be without premium or penalty. At the time Buyer provides notice to Seller that he is prepared to prepay all amounts due hereunder, Seller forthwith either shall produce and record at his expense a release deed for the prior mortgage, or obtain a currently dated loan repayment letter reflecting the amount necessary to discharge and release the prior mortgage. Seller shall have the right to repay and discharge such prior mortgage in whole or in part from sums due hereunder from Buyer. The repayment of the prior mortgage shall be supervised and administered by Buyer's mortgage lender. Upon repayment of the prior mortgage Seller shall receive the cancelled note and a release deed in form satisfactory for recording which shall be delivered to Buyer. Seller shall give Buyer a credit against the balance of the purchase price for the cost of recording such release. In the event Buyer does not have a mortgage lender, then the delivery of the cancelled note to Seller shall be simultaneous with the delivery of the Deed from Seller to Buyer, and to facilitate the delivery of documents and the payment 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, Buyer and Seller shall execute and furnish such real estate transfer declarations as may be required to comply with State, County or local law. Seller shall pay the amount of any stamp tax then imposed by State or County law on the transfer of title to Buyer, and Buyer shall pay any such stamp tax and meet other requirements as then may be established by any local ordinance which may apply to the transfer of title, unless otherwise provided in the local ordinance.

of a check from the Title Company

Seller

29. TITLE IN TRUST:

In the event that title to the premises is to be held in trust prior to the initial closing, it shall be conveyed to Buyer when and if appropriate under the terms of this Agreement in accordance with the provisions of paragraph 2, except that the conveyance shall be by Trustee's Deed. In such case, the names and addresses of each and every beneficiary of and person with a power to direct the Title Holder is attached hereto and by the reference is made to the same as Exhibit A.

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(b) The beneficiary or beneficiaries of and the person or persons with the power to object the Trustee shall cumulatively be deemed to jointly and severally have all of the rights, benefits, obligations and duties by the Seller to be enjoyed or performed hereunder and such person or persons with the power to object the Trustee jointly and severally agree to direct the Trustee to perform such obligations and duties as such persons or the beneficiaries may not under the terms of the Trust Agreement do or perform themselves directly.

(c) If, at the time of execution of this Agreement, title to the premises is not held in a trust, Seller agrees that upon the written request of the Buyer any time prior to the final closing, Seller shall convey title into a trust and comply with subparagraphs (a) and (b) of this paragraph 29 with Buyer paying all trust fees and recording cost resulting thereby.

10. RECORDING: The parties shall record this Agreement or a memorandum thereof at Buyer's expense.

11. RIDERS: The provisions contained in any rider attached hereto are and for all purposes shall be deemed to be part of this Agreement as though hereby fully set forth.

12. CAPTIONS AND PRONOUNS: The captions and headings of the various sections or paragraphs of this Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

13. PROVISIONS SEVERABLE: The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

14. BINDING ON HEIRS, TIME OF ESSENCE: This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Seller and Buyer. Time is of the essence in this Agreement.

15. JOINT AND SEVERAL OBLIGATIONS: The obligations of two or more persons designated "Seller" or "Buyer" in this Agreement shall be joint and several, and in such case each hereby authorizes the other or others of the same designation as his or her attorney-in-fact to do or perform any act or agreement with respect to this Agreement or the premises.

~~16. NOT BINDING UNTIL SIGNED: This Agreement shall not become binding upon the Seller and his assigns if the Seller is a trustee, then by said trustee and the beneficiaries of the Trust shall be delivered to the Buyer or his attorney on or before the closing date. If otherwise at the Buyer's option this Agreement shall become null and void and the earnest money, if any, shall be refunded to the Buyer.~~

17. REAL ESTATE BROKER: Seller and Buyer represent and warrant that no real estate brokers were involved in this transaction other than

Coldwell Banker Berwyn  
and PAV Realtors Chicago

Seller shall pay the brokerage commission of said broker(s) in accordance with a separate agreement between Seller and said broker(s) at the time of initial closing.

IN WITNESS OF, the parties hereto have hereunto set their hands and seals this 1st day of November, 1994

SELLER: Commercial National Bank of Berwyn,  
as Trustee aforesaid ~~and not individually~~

BUYER: Fernando Puente  
Fernando Puente

By: Carol Ann Weber  
Title: Trust Officer

Celina Puente  
Celina Puente

This instrument prepared by  
Daniel J. Kopp, Esq.  
Schwartz, Cooper, Greenberger & Krauss, Chcs.  
180 N. LaSalle Street, Suite 2700  
Chicago, Illinois 60601  
STATE OF ILLINOIS  
COUNTY OF COOK

Teroy Drury  
Douglas Wayne Matthews  
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Teroy Drury, Douglas Wayne Matthews, personally known to me to be the same person s whose name s are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that s signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this 1st day of November, 1994.

Commission expires 3/28/95  
STATE OF ILLINOIS  
COUNTY OF COOK

Dawn D. Stevens  
OFFICIAL SEAL  
DAWN D. STEVENS  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 3/28/95

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Celina Puente, personally known to me to be the same person s whose name s are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that s signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 1st day of Nov.

Richard A. Kosarek  
OFFICIAL SEAL  
Richard A. Kosarek  
Notary Public, State of Illinois  
My Commission Expires 9/11/98  
Notary Public

Commission expires  
STATE OF ILLINOIS  
COUNTY OF COOK

I, Linda M. Tonetti, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Carol Ann Weber, Trust Officer

~~is~~ of COMMERCIAL NATIONAL BANK OF BERWYN  
~~is~~ Trust Officer  
who is personally known to me to be the same person whose name is subscribed to the foregoing instruments as such Trust Officer

~~has~~ appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Trust Officer then and there acknowledged that he, as custodian of the said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and official seal, this 1st day of November, 1994  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES 9/11/98

Linda M. Tonetti  
OFFICIAL SEAL  
LINDA M. TONETTI  
Notary Public, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 9/11/98

Exonerated provision restricting any liability of the Commercial National Bank of Berwyn stated on the reverse side hereof is hereby expressly made a part hereof.

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This Document is signed by **COMMERCIAL NATIONAL BANK OF BERWYN** not individually, but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon the **COMMERCIAL NATIONAL BANK OF BERWYN** personally, or as Trustee, to sequester any of the earnings, assets, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance or non-performance of the terms and conditions of this Document or for the validity or condition of any title or said property or for any agreement or act in respect thereto. Any and all personal liability of the **COMMERCIAL NATIONAL BANK OF BERWYN** is hereby expressly waived by the parties hereto and their respective Successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trustee's Beneficiaries only and shall not in any way be considered the responsibility and liability of the **COMMERCIAL NATIONAL BANK OF BERWYN**. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by **COMMERCIAL NATIONAL BANK OF BERWYN** as Trustee.

Property of Cook County Clerk's Office

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## RIDER TO ARTICLES OF AGREEMENT FOR DEED

Rider (this "Rider") to Articles of Agreement for Deed dated November 1, 1994 (the "Articles") between **FERNANDO PUENTE AND CELINA PUENTE** (collectively, "Buyer") and **COMMERCIAL NATIONAL BANK OF BERWYN**, as Trustee under Trust Agreement dated June 3, 1988 and known as Trust No. 880278 ("Seller").

In the event of any conflict between the terms and provisions of this Rider and the terms and provisions of the Articles, the terms and provisions of this Rider shall, in all instances, control and prevail. The Articles (together with all riders attached thereto) and this Rider are hereinafter collectively referred to as this "Agreement."

R-1. All of the beneficiaries of Seller (each a "Beneficiary" and collectively the "Beneficiaries") have executed this Rider to acknowledge that they are bound by the transactions described in this Agreement. Neither Seller nor any Beneficiary shall take any action to convey, pledge, encumber, assign or otherwise transfer all or any part of its/his interest in the Property (nor shall it/he permit any such conveyance, pledge, encumbrance, assignment or transfer).

R-2. The Trustee's Deed referred to in Paragraph 2(a) of the Articles shall be deposited into a Strict Joint Order Escrow with the Title Company at the time of the initial closing. At the time of the performance of all the covenants and conditions herein to be performed by Buyer, the parties shall direct the Title Company to record the Trustee's Deed (or, at Buyer's election, to return the Trustee's Deed to Seller so that Seller may issue a deed to Buyer's designated nominee).

R-3. Paragraph 6 of the Articles is hereby amended to provide that only the following are "permitted exceptions":

1. General real estate taxes for 1994 and subsequent years;
2. Special assessments confirmed after the date of this Agreement;
3. Building, building line and use or occupancy restrictions, conditions, and covenants of record (provided the same are not violated or encroached upon by existing improvements upon the Property and further provided the same do not prohibit the use of the Property for industrial purposes);
4. Zoning laws and ordinances (provided the same are not violated by existing improvements upon the Property);
5. Easements for public utilities (provided the same are not encroached upon by existing improvements upon the Property); and
6. Acts of Buyer.

R-4. Notwithstanding anything in the Articles to the contrary, the parties agree that in lieu of paying the monthly Installment payments described in Section 3 of the Articles to Seller, for so long as the prior mortgage is in effect and Seller is not in breach or default under the terms of this Agreement, Buyer shall pay directly to the mortgagee under the prior mortgage the regular monthly amounts due thereunder and the difference between the monthly Installment payments due under this Agreement and the monthly amounts due under the prior mortgage shall be paid to Seller.

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R-5. Paragraph 7 of the Articles is hereby amended by adding the following thereto: "The survey shall be provided to Buyers at least five (5) days prior to the initial closing. The survey shall be certified to Buyers and their nominee."

R-6. Paragraph 8 of the Articles is amended to provide that Seller, at Seller's expense, shall furnish the title commitment at least five (5) days prior to the initial closing and that such title commitment shall include (1) "extended coverage" over the standard exceptions and (2) Zoning 3.1 (with parking) and Survey Endorsements. Seller shall pay all premiums for the owner's title insurance policy.

R-7. Subparagraphs 13(a) and (b) of the Articles are deleted and the following substituted in lieu thereof: "(a) Seller and each Beneficiary represents that: (i) it/he has received no notice of any ordinance or building code violation or pending special assessment from any governmental body in connection with the Property; (ii) to the best of its/his knowledge, all equipment and appliances to be conveyed to Buyer, including, but not limited to, all mechanical equipment; heating and cooling equipment; water heaters and softeners; and septic, plumbing and electrical systems are in good operating condition; (iii) to the best of its/his knowledge, the improvements upon the Property are structurally sound and the foundation of such improvements is currently free from leaks (provided Buyer acknowledges that the roof has leaked in the past and that Seller is making no representation regarding the condition of the roof); (iv) the only occupant of the Property is Seller and that no leases or other rights of occupancy are held by any other parties; (v) utilities are available at the Property and Seller will pay all utility bills upon the Property for the period prior to the initial closing; and (vi) the 1992 general real estate taxes upon the Property were \$15,522.00. The foregoing representations shall be deemed remade as of the initial closing. All representations, warranties, covenants and agreements of the parties hereto shall survive the initial closing."

R-8. Buyer shall have the right to protest all taxes and assessments upon the Property. Seller and the Beneficiaries agree to cooperate in all such protests, including signing any necessary petitions.

R-9. The parties agree that Buyer shall pay all taxes upon the Property first coming due after the initial closing and at the initial closing Buyer shall receive a credit against the principal balance due under this Agreement in the amount of Seller's pro rata share of the 1994 real estate taxes (which amount shall be estimated at the initial closing based upon 110% of the 1993 general real estate taxes, but shall be adjusted when the actual 1994 general real estate taxes are known).

R-10. Notwithstanding anything in Paragraph 20(a) of the Articles to the contrary, Buyer shall have the right to contest any mechanic's lien, judgment lien or other lien in good faith, provided Buyer posts sufficient security with a court or Seller, as the case may be, to prevent the foreclosure of such lien.

R-11. All notices under this Agreement shall be delivered personally, by certified mail, by overnight courier or by telecopier, to the parties at the following addresses:

If to Buyers:

Fernando and Celina Puente  
2333 South Cicero Avenue  
Cicero, Illinois 60650  
Fax: (708) 780-9235

94972125

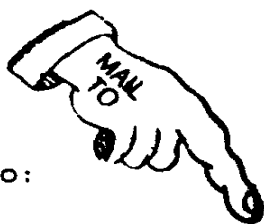
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with a copy to:

Daniel J. Kopp, Esq.  
Schwartz, Cooper, Greenberger  
& Krauss, Chtd.  
180 N. LaSalle Street  
Suite 2700  
Chicago, Illinois 60601  
Fax: (312) 782-8416

If to Seller:

Leroy Drury  
6101 West 31st Street  
Cicero, Illinois  
Fax: \_\_\_\_\_



with a copy to:

Richard A. Kocurek, Esq.  
3306 South Grove  
Berwyn, Illinois 60402  
Fax: (708) 795-0266

*Preparer*

Notices personally delivered shall be deemed given when received; notices sent by certified mail shall be deemed given two (2) business days after deposit in the mail; notices sent by overnight courier shall be deemed given on the next business day; and notices sent by telecopier shall be deemed given on the day sent if sent during normal business hours on a business day, otherwise on the next business day. Notices may be given by either party by their attorney.

R-12. Seller and each Beneficiary represents and warrants to Buyers that Seller has dealt with or engaged only Coldwell Banker Berwyn and PAV Realtors Chicago in connection with this Agreement and that Seller shall pay any commission owing to the foregoing brokers in connection with this Agreement. Buyer represents and warrants to Seller that Buyer has dealt with or engaged only Coldwell Banker Berwyn and PAV Realtors Cicero in connection with this Agreement.

R-13. Notwithstanding anything in Paragraph 27 of the Articles to the contrary, Seller acknowledges and agrees that Buyer may lease the property to Injectec, Ltd. upon terms satisfactory to Buyer. Seller agrees that from and after the initial closing, Seller's interest in the property shall be subject and subordinate to such lease to Injectec, Ltd.

Dated: November 1, 1994

Exoneration provision restricting  
any liability of the Commercial  
National Bank of Berwyn stated on  
the reverse side hereof is hereby  
expressly made a part hereof.

BUYER:

*Fernando Puente*  
Fernando Puente

*Celina Puente*  
Celina Puente

SELLER:

COMMERCIAL NATIONAL BANK OF  
BERWYN, as Trustee aforesaid  
and not individually

By: *Carol Ann Nelson*  
Title: Trust Officer

THE BENEFICIARIES:

*Leroy Drury*  
Leroy Drury

*Douglas Wayne Matthews*  
Douglas Wayne Matthews

*Joseph Wendell Matthews*  
Joseph Wendell Matthews

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# UNOFFICIAL COPY

This Document is signed by COMMERCIAL NATIONAL BANK OF BERWYN not individually, but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon the COMMERCIAL NATIONAL BANK OF BERWYN personally, or as Trustee, to request any of the earnings, avails, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of the COMMERCIAL NATIONAL BANK OF BERWYN is hereby expressly waived by the parties hereto and their respective Successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trustee's Beneficiaries only and shall not in any way be considered the responsibility and liability of the COMMERCIAL NATIONAL BANK OF BERWYN. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by COMMERCIAL NATIONAL BANK OF BERWYN as Trustee.

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## LEGAL DESCRIPTION OF THE PROPERTY

LOTS 8, 9, 10 AND 11 IN BLOCK 3 IN SARGENT'S ADDITION TO CLYDE, A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF OGDEN AVENUE, IN COOK COUNTY, ILLINOIS.

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ATTORNEY'S NATIONAL  
TITLE NETWORK, INC.

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