

# UNOFFICIAL COPY

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## ARTICLES OF AGREEMENT FOR

### WARRANTY DEED

DEPT-01 RECORDING \$67.50  
 740000 TRAN 6094 01/11/94 12:10:00  
 16911 4 94-0130862  
 COOK COUNTY RECORDER

THIS AGREEMENT made this 1ST day of January, 1994, by and between ANNE SHEIN of 1441 Berkley Ct., Deerfield, IL, (hereinafter referred to as the "Sellers") and KEVIN BUTLER and ELIZABETH NEALIS, his wife, (hereinafter referred to as the "Purchaser");

### WITNESSETH:

1. That if the Purchaser shall make the payments and perform the covenants hereinafter mentioned or his part to be made and performed, the said Seller hereby covenants and agrees to cause to be conveyed to said Purchasers in fee simple, with release of dower and homestead rights, free and clear of all encumbrances whatsoever except as hereinafter stated by a good and sufficient Warranty Deed, the following described real estate situated in the City of Chicago, County of Cook and State of Illinois, to wit:

LOTS 24 AND 25 IN CULVER'S PARK, BEING E. H. GAMMON'S SUBDIVISION OF LOTS 1 AND 2 IN MARBACH AND OTHER'S SUBDIVISION OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL

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1/20/2011

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MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 14-07-317-020-0000

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

- a. Covenants, conditions and restrictions of record;
- b. Private, public and utility easements, if any;
- c. Roads and highways, if any;
- d. Party wall rights and agreements; if any;
- e. Existing leases and tenancies;
- f. Special taxes or assessments for improvements not yet completed;
- g. General taxes for the year 1993 and subsequent years;
- h. Unconfirmed special taxes or assessments;
- i. The rights of all persons claiming by, through or under Purchaser and all liens or encumbrances and things created or suffered to accrue by, through or under Purchaser.

2. The Purchaser agrees to purchase the property at a purchase price of Five Hundred Thirty Nine Thousand Two Hundred Eighty and no/100 (\$539,280.00) Dollars with interest beginning January 1, 1994 at the rate of nine (9%) per cent per annum, on the principal balance remaining from time to time unpaid. Said unpaid balance shall be payable in equal monthly installments as follows:

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- a. Four Thousand Five Hundred Twenty Five and 62/100 (\$4,525.62) Dollars or more, on the 1st day of February, 1993; and Four Thousand Five Hundred Twenty Five and 62/100 (\$4,525.62) Dollars or more, on the first day of each month thereafter;

with a final payment of principal and interest, if not sooner paid, due on the 1st day of January, ~~1993~~ 1999, *A. B. [Signature]*

- b. That in addition to the payments above-specified, the Purchasers shall pay monthly to the Seller, as Escrowee, one-twelfth (1/12th) the annual real estate taxes, and one-twelfth (1/12th) the annual hazard insurance premium.
- c. The Purchasers reserve the right to prepay the indebtedness at any time without penalty.
- d. Anything herein contained to the contrary notwithstanding, the Seller may apply the proceeds of any payment made by the Purchaser to the payment of unpaid real estate taxes, unpaid premiums on insurance covering the above-described premises or toward any other indebtedness due and payable hereunder before applying the same to the payment of principal due and payable as above provided.
- e. Any payment not post-marked within 10 days of its due date shall be assessed a late payment charge of 5% of said payment per month until paid.

All payments made by the Purchasers hereunder shall be made to the Seller, Anje Shein at 1441 Berkley Ct., Deerfield, Illinois 60015, or at such other place as the Seller may from time to time in writing so designate.

3. The Seller shall pay the real estate taxes levied against the said premises for the year 1993. Purchaser shall be responsible for the real estate levied and assessed against the Real Estate for the year 1994 and subsequent years.

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Purchaser shall cause said taxes to be paid by depositing with seller monthly one - twelfth the annual real estate taxes as said amount is from time to time determined. When a tax bill issued, Seller shall pay said bill out of the escrow funds so deposited and provide Purchaser with a paid receipt thereof. Should there be insufficient funds deposited in escrow to pay a tax bill when due, Purchaser shall pay into the escrow the additional funds needed to allow for the payment.

4. The Purchasers shall keep the buildings at all time insured at Purchaser's expense against loss or damage by fire, with extended coverage in an amount at least equal to the amount remaining unpaid under this Agreement; said insurance to be carried in a good and responsible insurance company acceptable to the Seller. Said policy shall contain a mortgage clause to the Sellers first mortgage holder and loss payable clause to the seller.

5. The purchaser covenants and agree that they will not use or permit any person to use said above described premises or any buildings or improvements at any time situated thereon, or any part of said buildings or improvements, for any use or purpose in violation of the laws of the United States of America, the State of Illinois, or ordinances or regulations of the City of Chicago, or any department thereof, or any other lawful authorities or owners association, to which said real estate is subject, and that until

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the entire purchase price shall be fully paid and this contract fully performed by the Purchasers, that they will put and keep the buildings and improvements at any time situated on said above described premises in a safe, tenantable and good condition, order and repair, and will save and keep harmless the Sellers and said above-described premises from and against all liens or claims for lien for material or labor, or both, and will not permit or suffer any liens to arise or accrue against said premises or the Sellers or the interest of the Purchaser under this agreement and will not suffer or permit any waste or to said premises, nor to do or permit to be done, anything to diminish the value thereof, and the Purchaser further covenants and agrees to save, protect and keep harmless the Seller against any loss, damage, cost or expense, by reason of any accident, loss or damage resulting to person or property by reason of any use which may be made of said premises or of any improvements at any time situated thereon, or by reason of any use which may be made of said premises or of any improvements at any time situated thereon, or by reason of or accruing out of any act or thing done or omitted to be done upon the said premises or any building at any time situated thereon.

6. Purchaser will not suffer not permit any mechanics' or other liens to accrue or attach to said premises, or Seller's interest therein. Purchaser agrees that every contract for repairs, to , the erection of improvements thereon, or the alteration of said premises, or any part thereto, shall contain

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express, full and complete waiver or waivers (release or releases) of any kind and all liens claims or rights of lien against said property, and no contract or agreement, oral or written, shall be entered into by Purchasers for repairs, alterations or construction or improvements on said premises, unless the same contains such express waiver or release of lien or liens or claims therefore upon the part of the party or parties contracting to furnish work and labor or materials, or both, in connection therewith.

It is further made an express condition of this Agreement that no lien shall by virtue of any act of omission or commission of the part of Purchasers or anyone claiming by, through or under him, attach to said premises or the title or estate of seller therein, and any and all persons or corporations dealing with Purchasers shall be charged with notice of this condition.

7. Under no circumstances shall the Seller be obligated to keep said premises in good order, repair and condition as hereinbefore provided, or to pay any taxes, assessments or any other items which under the terms of the agreement it is the obligation of the Purchasers to pay, or to keep and maintain the insurance hereinbefore provided for, or to remove any lien or in the event of any other default by the Purchasers in the performance of any of the terms, covenants and conditions herein contained, on their part to be kept and performed, then the Seller may at his option, but without any obligation so to do and without prejudice

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to any of the rights of the Seller arising in consequence of such default or failure, put said premises in a safe, tenantable and good condition, order and repair, pay such taxes, assessments and water rates and other impositions, or redeem from any sale or forfeiture made because of the nonpayment thereof, or buy in any tax title or procure such insurance, or pay any other time which under the terms of this Agreement it is the obligation of the Purchaser to pay, and any sum so paid by the Seller for any of the purposes aforesaid, shall become so much additional purchase price and shall be immediately due and payable in addition to the payments hereinbefore provided for and shall bear interest at the rate of twelve per cent (12%) per annum from the date of the payment thereof by the Seller, until fully repaid by the Purchaser, and in paying any such taxes or assessments or redeeming from any sale or forfeiture made because of the non-payment thereof, or in purchasing any tax title the Seller shall not be required to inquire into the validity of any such tax, assessment, sale forfeiture, tax title or lien, provided, however, that nothing herein contained shall be construed as requiring the Seller to advance or expend money for taxes, special assessments or other impositions, or for any other purpose required hereunder to be paid or provided for by the Purchasers. In case the Seller shall acquire any tax title or prior lien involving the above-mentioned property, said Seller may at his option assert said tax title or prior lien, prior to the rights of the Purchaser hereunder in the same manner as any other person or corporation, not a party

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thereto, might do.

8. Satisfactory evidence of title has been submitted to and approved by the Purchaser, including as evidence a Commitment for Title Insurance issued by Attorneys' Title Guaranty Fund, Inc. The Seller shall not be required to furnish any further evidence of title upon delivery of a deed hereunder.

9. Time shall be considered of the essence of this Agreement and of all of the provisions hereof. No delay or omission of the Seller to exercise any right or power arising from any default on the part of the Purchaser shall impair any such right or power or be construed to be a waiver of any such default or an acquiescence therein by the Seller.

10. The Purchaser shall have possession of the premises covered hereby and he may remain in possession thereof so long as it shall not be in default in the making of any of the payments or in the keeping, performing or discharging of any of the terms, covenants and conditions by the Purchaser to be kept and performed under the terms of this Agreement, provided, however, that upon default by the Purchasers in the making of any of the payments or in the keeping of any of the terms, covenants or conditions by the Purchaser to be kept and performed under the terms of this Agreement, then the Seller at his option, provided that the Seller shall give to the Purchasers at least thirty (30) days written

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notice of his intention to exercise such option and that the Purchasers shall have failed to cure said default during said thirty (30) days, may:

a. Forfeit and terminate this Agreement and declare the same null and void, without further notice or further act being done by the Seller, or;

b. May declare the entire balance of the purchase price hereunder, together with any unpaid interest thereon, immediately due and payable, and may forthwith proceed to the collection thereof by any appropriate proceedings.

In the event of the forfeiture and termination of this Agreement, as hereinabove in (a.) provided, all payments and deposits made by the Purchasers shall be retained by the Seller in full satisfaction and in liquidation of all damages sustained, and as the reasonable value of the use and occupation of the premises by the Purchasers. Upon such forfeiture and termination, the Purchasers shall lose the right to retain possession of the above described premises, and shall, without the service of any notice whatsoever upon the Purchasers, (the Purchasers hereby expressly waive any and all notice under the statutes of the State of Illinois relating to forcible entry and detain and any and all other written notice or right to notice), be conclusively deemed to be guilty of a forcible detainer of possession by the Purchasers,

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and upon the failure of the Purchasers to give and surrender up to the Seller peaceful possession of said premises, the Seller shall have the right to enter upon and take possession of said premises without notice, subject to the then existing leases and tenancies. In the event of the commencement of any action or proceeding on the part of the Seller at any time to foreclose the estate or interest of the Purchaser hereunder, in case the Seller shall elect to proceed in that manner, then the Seller shall, as a matter of right, and immediately upon the institution of such proceedings be entitled to the appointment of a receiver for said premises and of the rents, issued and profits thereof, with such powers as the court making such appointment shall have the right to confer, and the purchasers shall pay all costs and charges, including reasonable attorneys' fees incurred by the Seller in any proceedings to which he may be a party or become a party by reason of this Agreement or in enforcing any rights hereunder.

11. All notices and demands hereunder shall be in writing signed by or on behalf of the party serving the same and they may be sent by certified or registered United States mail with postage prepaid, addressed to the Purchasers, 4901 N. Seeley, 3rd Fl., Chicago, IL and if to the Seller, 1441 Berkley Ct., Deerfield, IL 60015 or at such other address as any party hereto may from time to time in writing furnish to the other in the manner herein provided.

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12. No assignment or transfer by the Purchasers of their interest or any part thereof in or under this Agreement shall be recognized by or binding upon the Seller unless said assignment or transfer is approved by him in writing, but no such assignment by the Purchaser of their interest under this Agreement (even with the approval of the Seller) shall in any event or under any circumstances, relieve him from his obligations hereunder, and the Purchasers shall remain primarily liable at all times and shall be and become jointly and severally liable with such assignee for the prompt and faithful performance of all of the terms, covenants, and conditions herein contained, on the part of the Purchasers to be kept and performed.

13. Seller warrants to Purchaser that no notice from any city, village or other governmental authority of any dwelling code violations, has within the last ten (10) years, been issued and received by the owner or his agent with respect to any dwelling structure on said real estate which has not heretofore been complied with.

14. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representative, successors and assigns.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement this 1st day of January, 1994.

SELLER:

Anje Shein  
Anje Shein

PURCHASERS:

Kevin Butler  
Kevin Butler

Elizabeth Nealis  
Elizabeth Nealis

This instrument prepared by:

Donald R. Rauschert  
1025 W. Webster  
Chicago, Illinois 60614  
312/348-3093

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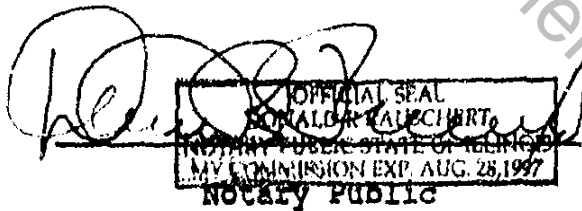


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STATE OF ILLINOIS )  
  ) SS  
COUNTY OF COOK       )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that KEVIN BUTLER and ELIZABETH NEALIS, personally known to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein set forth.

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



OFFICIAL SEAL  
RONALD R. KAUCHERT  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. AUG. 28, 1997  
NOTARY PUBLIC

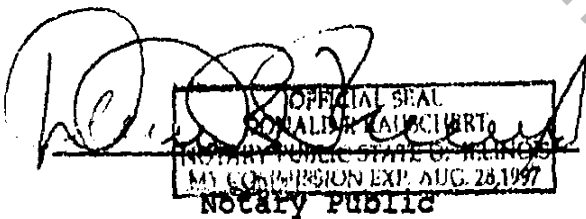
Commission expires: Aug 28, 1997

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STATE OF ILLINOIS)  
COUNTY OF COOK )SS

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that KEVIN BUTLER and ELIZABETH GHALIS, personally known to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein set forth.

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



Commission expires: Aug 28, 1997

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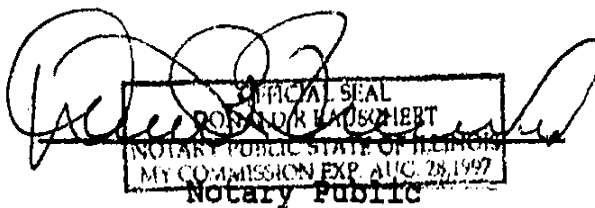
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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ANJE SHEIN, personally known to be the same persons whose names is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes herein set forth.

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



Commission expires: Dec 28, 1997

54030652

Mial TO:  
Krauschart & Krauschart  
107 S W. Webster Ave.  
Chicago IL 60614

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