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ARTICLES OF AGREEMENT FOR DEED

These Articles of Agreement are made at Chicago, Illinois, this 23RD day of MARCH, 1994, by and between Julio Martinez, (hereinafter referred to as "Seller") and Jack Kirkwood, (hereinafter referred to as "Purchaser").

WITNESSETH

WHEREAS, Seller is the title holder of a parcel of real estate with improvements thereon legally described as follows:

Lot 31 in Block 4 in Pierce's Addition to Holstein a subdivision in Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 14-31-301-330-0000

ADDRESS: 1926 North Oakley, Chicago Illinois, 60647

THIS IS NOT HOMESTEAD PROPERTY AS TO MARITZA MARTINEZ.

NOW, THEREFORE, in consideration of the premises and the agreements, warranties and covenants hereinafter contained, the parties hereby agree as follows:

1. Sale of Real Estate: That provided Purchaser's covenants hereunder, Seller hereby covenants and agrees to convey or cause to be conveyed to Purchaser in fee simple by Warranty Deed with waiver of homestead subject to the matters hereinafter specified, the Property, together with the items of personal property listed in the real estate Sales Contract. Said conveyance shall be subject to:

- A. Rights or claims of parties in possession not claiming through Seller.
- B. Special assessments of taxes not confirmed by a court of record prior to the date hereof;
- C. Building, building line and use of occupancy restrictions;
- D. Zoning laws and ordinances;
- E. Covenants, conditions, restrictions, declarations, and public, private and utility easements of record;
- F. Real estate taxes for the year 1993 and subsequent years;
- G. Public roads and highways;
- H. Acts done or suffered or omitted by Purchaser or anyone claiming an interest in the real estate by,

DEPT-01 RECORDING \$35.50
T#3333 TRAN 5933 03/25/94 10:02:00
#0557 EB *-94-271624
COOK COUNTY RECORDER



MAIL TO
A.P. MAGGIO
7824 W. Belmont
Chicago, IL 60634

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through or from Purchaser.

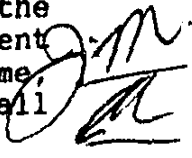
2. Purchase Price: Purchaser covenants and agrees to pay Seller or to such person as Seller may from time to time designate in writing, and to their respective successors and assigns, the principal sum of Eighty Four Thousand (\$84,000.00) Dollars, in the manner hereinafter described:

A. The sum of Twenty One Thousand (\$21,000.00) Dollars at Closing, which shall take place on the 23rd day of March, 1994.

B. The remaining balance of Sixty Three Thousand (\$63,000.00) Dollars plus interest at the rate of Eight percent (8%) on the principle balance remaining from time to time unpaid, shall be payable in monthly installments (including principal and interest) of Four Hundred Sixty-Two Dollars and 27/100 (\$462.27) on the 1st day of May, 1994, and Four Hundred Sixty-Two Dollars and 27/100 (\$462.27) on the first of each month thereafter until fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of April, 1995. All such payments shall be first applied to interest on the unpaid principal balance and the remainder to principal.

C. The Seller and Purchaser agree that the payments due May 1, 1994 and and June 1, 1994 shall be abated and credited as if paid.

3. ~~As an addition to the Purchase Price, Purchaser shall pay one-twelfth (1/12) of the annual real estate taxes and yearly premiums for all insurance policies required to be maintained pursuant to this Agreement; Seller shall pay and apply said funds to pay such taxes and premiums on insurance but shall not pay any interest to Purchaser with respect to such deposits.~~ PURCHASER SHALL PROVIDE PROOF OF PAYMENT OF THE REAL ESTATE TAX ~~30~~ WITHIN 30 DAYS OF DUE DATE.

4. It is specifically covenanted and agreed by and between the parties hereto that, anything to the contrary to this Agreement notwithstanding, Purchaser shall have the right to, at any time, prepay all or any portion of the unpaid purchase price plus all accrued interest and other sums due hereunder without penalty. 

5. Closing: "Closing," as that term is used herein, shall mean the date upon which the other transactions required to occur at that time as described herein shall take place. At closing, the parties shall prorate the general real estate taxes for the year 1993 and 1994, which pro-rations shall be a direct credit to Buyer; insurance premiums, water taxes, and any and all other proratable items shall be prorated at Closing and proper credits given. Possession of the Property shall be tendered to Purchaser at Closing.

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A. No insurance coverage required by this Agreement may be canceled unless thirty (30) days prior written notice shall be provided to Seller and such other entities as Seller shall from time to time designate.

B. If proceeds of any insurance policies required by this Agreement are collected by Seller or Purchaser by reason of any loss fire, lightning, windstorm or casualty, same shall be applied first toward the restoration of the property (including but not limited to the improvements thereof), secondly in reduction of the balance due upon the purchase price with the balance, if any, paid to Purchaser.

C. Should any insurance policy required hereunder not be provided as aforesaid and at the time hereinabove specified, or should any such policy be canceled by the insurance company for any reason whatsoever, Seller may obtain such insurance coverage, if obtainable, and Purchaser agrees to pay Seller the cost thereof within Fifteen (15) days after Seller's demand therefor. The failure of Purchaser to timely pay and satisfy such sums shall constitute a default by Purchaser under the terms of this Agreement.

10. Obligations to Maintain and repair: Purchaser covenants and agrees not to commit waste or permit impairment or deterioration of the property (including but not limited to the improvements thereon), to keep same and all appurtenances thereto in good repair and in a clean, sightly and healthy condition and comply with all statutes and ordinances, in such cases made and provided, now, or thereafter enacted, and the directions of public officers thereunto duly authorized, all at his/her own expense. ~~Purchaser shall make all necessary repairs and renewals upon the real estate and replace broken glass, globes and fixtures of every kind with material of the same size and quality as that broken, and when necessary, will make any and all necessary repairs to the real estate (including but not limited to the improvements thereon), all at their own expenses. If, however, the real estate shall not be thus kept in good repair, and in clean, sightly and healthy condition by Purchaser, as aforesaid, Seller may either enter the same, themselves, or by their respective agents, servants, or employees, without such entering causing or constituting a termination of this Agreement or an interference with the possession of the real estate by Purchaser, and make the necessary repairs and do pay and all the work required to place the real estate in good repair and in a clean, sightly and healthy condition, and Purchaser agrees to pay to Seller the cost thereof within Fifteen (15) days after Seller's demand therefor.~~

11. Default by Purchaser: In case of the failure of Purchaser

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6. Escrow: ^{ff} This transaction shall be closed at 7111 W. Belmont ^{Chy} attorney for Seller. Sellers attorney shall serve as Escrow Trustee and will comply in accordance with the general provisions of an Escrow Trustee:

A. At the time of the closing, Purchaser shall deposit a quit claim deed of reconveyance with the Escrow Trustee and the Seller shall similarly deposit the Warranty Deed. The Escrow Trustee shall deliver both deeds to Purchaser if Purchaser performs all of his/her obligations under this Agreement to be preformed by him/her.

B. In the event of Purchaser's default in any of the provisions of this Agreement, providing Seller has complied with all statutory requirements contained in the Illinois Revised Statutes, the warranty deed shall be delivered to Seller and the quit claim deed of reconveyance shall be recorded at Seller's request, thereby conveying the real estate to Seller or its nominee and such conveyance shall be free of any liens and encumbrances created by or on behalf of Purchaser.

7. Restrictions on use: Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to, or be against or upon the real estate aforesaid which may or might be superior to the rights of Seller. ~~Each and every contract for repairs or improvements on the real estate, or any part thereof, shall contain express, full and complete waiver and release of any and all liens or claims of lien against the real estate and no contractor agreement, oral or written, shall be executed by Purchaser for repairs or improvements upon the real estate, except if the same contains 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 the Seller.~~

8. Purchaser's Interest: No right, title or interest, or in any part thereof, is conveyed to or shall vest in the Purchaser until said Warranty Deed, as herein provided, shall be delivered to Purchaser and recorded.

9. Insurance: During the existence of this Agreement, Purchaser agrees to keep the real estate insured, at Purchaser's expense, against all loss by all risks as are usually ordinarily included in policies of fire and casualty insurance for multi-family dwellings, with extended coverage including vandalism and malicious mischief, in companies and upon such terms as from time to time be acceptable and reasonable required by Seller. Such policy of insurance shall name Seller and insured and Purchaser as additional insured and shall protect them, and their respective agents, against loss due to accidents to persons in and about the property, in amount not less than the present coverage.

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to make any payments, or any part thereof, on or before the due date, or perform any of the covenants hereof on Purchaser's part thereby made an entered into at the time or times provided herein for such payments or for the performance of any of the covenants hereof, this Agreement shall, at the option of Seller, be forfeited and determined, and in that event, Purchaser shall forfeit all payments made hereunder, such payments may be retained by Seller in full satisfaction and as liquidated damages by Seller sustained and providing Seller has complied in the Illinois Revised Statutes, Seller shall have the right to re-enter and take possession of the real estate described herein.

A. In the event of the termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, on the property aforesaid which has been put upon the property of Seller shall be transferred to Seller without liability or obligation on the part of Seller to account to Purchaser therefor or for any part thereof.

B. Purchaser shall pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in any action or proceeding to which Seller may be made party by reason of being party to this Agreement, and Purchaser will pay to Seller all costs and expenses including attorney's fees incurred by Seller in enforcing any of the covenants and provisions of this Agreement or against Purchaser on account of the provisions, or any of them, in this Agreement contained and all such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceedings brought by Seller against Purchaser on or under this Agreement.

C. It is further expressly agreed between the parties hereto that the remedy of forfeiture herein given to Seller shall not be exclusive of any other remedy, but Seller shall, in case of default or breach, or for any other reason herein contained, have every other remedy, contemporaneously or otherwise with the exercise of the right of forfeiture, or any other right herein given or otherwise existing.

D. Notwithstanding anything herein to the contrary, Purchaser shall not be considered in default hereunder with respect to any installment payment or other provision hereof until Purchaser shall have had Five (5) days written notice of the existence of such alleged default.

E. 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 nay such right

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or remedy.

12. Compliance With Rules: Purchaser shall comply with all federal, state, 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.

13. Assignment by Purchaser: In the event that Purchaser sells, assigns, transfers, ~~loses~~, encumbers, gives or otherwise grants an interest in the real estate or this Agreement without prior written consent of the Seller, Seller may declare all sums to be paid to Seller under provisions of this Agreement to be immediately due and payable and, if not paid within Five (5) days of the date of such demand, Purchaser shall be in default hereof. In the event Purchaser shall take any such action without such demand, Purchaser shall be in default hereof. In the event Purchaser shall take any such action without such prior consent, such attempted transfer shall be null, void and of no effect.

14. Condemnation: The proceeds of any awards of 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 Seller but, so long as Purchaser is not in default, such assignment shall be limited to the total of any and all sums due or to become due to Seller pursuant to this Agreement.

15. Amendments: No extension, change, modification or amendment of any kind or nature whatsoever, to or of this Agreement, shall be made or claimed by Purchaser, nor shall same have any force or effect whatsoever unless the same shall be reduced to writing and be signed by the parties hereto.

16. Benefit: This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors or assigns of the Seller and Purchaser.

17. Headings: The headings of the respective paragraphs and sections shall not be used to define, limit or construe the contents thereof but are solely for convenience.

18. Notice: All notices and demands herein required or desired to be given shall be in writing. The written report of notice or the mailing of a notice by registered mail, return receipt requested, to the parties hereto at their respective addresses set forth below their respective signatures hereto, or in each case to such other place as shall be designated in writing by one party to the other, shall be valid notice.

19. No Notice of Violation: The parties warrant to each other that neither they nor their agents have received any notices from

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any city, village or other governmental authority of zoning, building fire or health code violations in respect to the real estate that has not been heretofore corrected.

20. Severability: This Agreement shall be construed in all respects under and by virtue of the laws of the State of Illinois. Any provisions of this Agreement which may in any way be construed to 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.

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

22. Reasonable Inspection: Seller may make or cause to be made reasonable entries upon and inspection of the premises, provided that Seller shall give Purchaser notice prior to any such inspection specifying reasonable cause therefor related to Seller's interest in the premises.

23. Physical Condition: Purchaser taking possession of the property shall be conclusive evidence that Purchaser in all respects accept and are satisfied with the physical condition of the property.

24. Recording: The parties shall record this Agreement or a memorandum thereof at Purchaser's expense.

25. Time: Time is of the essence in this Agreement.

SELLER:

Jule Martinez
Kollow. DAKIN
CHICAGO IL. 60634

PURCHASER:

[Signature]
2006 W. Webster
Chicago, IL 60640

SUBSCRIBED and SWORN to before me this 23RD day of MARCH, 1997.

[Signature]
NOTARY PUBLIC

SUBSCRIBED and SWORN to before me this 23RD day of march, 1997.

[Signature]
NOTARY PUBLIC



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03/17/94

Kirkwood

Loan Amount: \$ 63,000.00
 Term of Loan: 360
 Amortization Method: Normal, 360 D/Y

Loan Date: 04/01/1994
 Annual Interest Rate: 8.000 %
 Interest Compounded: Monthly

PMT	Due Date	Payment Amount	Interest	Principal	Balance
1	05/01/94	462.27	420.00	42.27	62,957.73
2	06/01/94	462.27	419.72	42.55	62,915.18
3	07/01/94	462.27	419.43	42.84	62,872.34
4	08/01/94	462.27	419.15	43.12	62,829.22
5	09/01/94	462.27	418.86	43.41	62,785.81
6	10/01/94	462.27	418.57	43.70	62,742.11
7	11/01/94	462.27	418.28	43.99	62,698.12
8	12/01/94	462.27	417.99	44.28	62,653.84
1994 totals		3,698.16	3,352.00	346.16	
9	01/01/95	462.27	417.69	44.58	62,509.26
10	02/01/95	462.27	417.40	44.87	62,564.39
11	03/01/95	462.27	417.10	45.17	62,519.22
12	04/01/95	462.27	416.79	45.48	62,473.74
13	05/01/95	462.27	416.49	45.78	62,427.96
14	06/01/95	462.27	416.19	46.08	62,381.88
15	07/01/95	462.27	415.88	46.39	62,335.49
16	08/01/95	462.27	415.57	46.70	62,288.79
17	09/01/95	462.27	415.26	47.01	62,241.78
18	10/01/95	462.27	414.95	47.32	62,194.46
19	11/01/95	462.27	414.63	47.64	62,146.82
20	12/01/95	462.27	414.31	47.96	62,098.86
1995 totals		5,547.24	4,992.26	554.98	
21	01/01/96	462.27	413.99	48.28	62,050.58
22	02/01/96	462.27	413.67	48.60	62,001.98
23	03/01/96	462.27	413.35	48.92	61,953.06
24	04/01/96	462.27	413.02	49.25	61,903.81
25	05/01/96	462.27	412.69	49.58	61,854.23
26	06/01/96	462.27	412.36	49.91	61,804.32
27	07/01/96	462.27	412.03	50.24	61,754.08
28	08/01/96	462.27	411.69	50.58	61,703.50
29	09/01/96	462.27	411.36	50.91	61,652.59
30	10/01/96	462.27	411.02	51.25	61,601.34
31	11/01/96	462.27	410.68	51.59	61,549.75
32	12/01/96	462.27	410.33	51.94	61,497.81
1996 totals		5,547.24	4,946.19	601.05	
33	01/01/97	462.27	409.99	52.28	61,445.53
34	02/01/97	462.27	409.64	52.63	61,392.90
35	03/01/97	462.27	409.29	52.98	61,339.92

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