

# UNOFFICIAL COPY

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## ARTICLES OF AGREEMENT

LA SALLE NATIONAL TRUST, N.A.

7554672 F1 LD 1000  
Made this 30th day of June, 1995, between ~~LaSalle National Trust Company~~ under Trust Agreement #112184, Seller, and Hector Villa, single and never married, Purchaser,

WITNESSETH, That if the Purchaser shall first make the payments and perform the covenants hereinafter mentioned on the Purchaser's part to be made and performed, the Seller hereby covenants and agrees to convey and assure to the Purchaser, in fee simple, clear of all encumbrances whatever, by a good and sufficient recordable <sup>Trustee Deed</sup> ~~warranty Deed~~, with release and waiver of the right of homestead and dower, the following described real estate in the County of Cook and State of Illinois, to wit:

Lots 1 and 2 (except that part taken for widening Crawford) Avenue in Block 15 in McIntosh Crawford Avenue Addition in the East 1/2 of the Northeast 1/4 of Section 22, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

2900  
2600  
5500

Permanent Real Estate Index Numbers: 19-22-225-021-000 &  
19-22-225-022-000

Addresses of real estate: 6600-02 S. Pulaski, Chicago, IL 60629  
4001 W. 66th St., Chicago, IL

Purchaser hereby covenants and agrees to pay to the Seller or successors in title, the sum of Three Hundred Five Thousand Dollars (\$305,000.00) payable to Mary Freeman, 6715 South Pulaski Road, Chicago, Illinois 60629 or at such other place or places as Seller or successors in title may from time to time in writing appoint as the purchase price therefore the sum of Three Hundred Five Thousand Dollars (\$305,000.00) in the manner following:

Buyer shall pay to Seller the sum of Ninety Thousand Dollars (\$90,000.00) at the time of the execution of this Agreement. The balance shall be paid to the Seller in the following manner:

The balance of Two Hundred Fifteen Thousand Dollars (\$215,000.00) shall be amortized over a twenty (20) year period with monthly payments of \$1,935.00 commencing on the first day of July, 1995 with the balance due on or before June 1, 2000. Each payment of \$1,935.00 is due on or before the first day of each month beginning

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DEPT-G1 RECORDING \$29.00  
140012 TRAN 5321 07/19/95 14:37:00  
#8441 JH \*-95-470249  
COOK COUNTY RECORDER  
DEPT-10 PENALTY \$26.00

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*\$844<sup>01</sup> H.V.*

on July 1, 1995. The parties agree that there will be a late fee of \$100.00 for any payment not received on or before the 10th day of the month. In addition, the Buyer shall deposit with each monthly payment, the sum of ~~\$413.93~~ which represents 1/12th of the applicable real estate taxes and, in the event of any increase thereof, one-twelfth (1/12th) of such increase shall be made due and payable on a monthly basis upon notification from the Seller. Further, Buyer shall deposit an insurance policy on the subject property in an amount of no less than Three Hundred Five Thousand Dollars (\$305,000.00) showing Seller as an additional insured and Southwest Federal Savings & Loan Association as additional insured mortgage holder. Buyer agrees to provide to the Seller written proof of the payment of the insurance policy on an annual basis. The amount to be paid including interest at the rate of Nine (9%) Percent per annum, said interest to begin July 1, 1995, payable monthly on the whole sum remaining from time to time unpaid, said installment payments to be applied first in payment of interest and balance to payments and reduction of principal, and to pay before they become delinquent all taxes, assessments, or impositions that may be levied or imposed upon said land, subsequent to the year 1994, and all unpaid installments of special assessments due after the date hereof. In case Buyer fails or neglects to pay said taxes and assessments when due, Seller may pay the same in any amount or amounts so paid together with interest thereon at the above rate shall become additional principal purchase price. In the event Buyer's escrow tax deposits are sufficient to pay the taxes, Seller shall pay same and show evidence of payment to Buyer.

Seller agrees to pay when due all interest on existing or subsequent mortgages or trust deeds until deed hereunder is given.

Buyer agrees to insure and keep insured against loss or damage, the improvements now on said premises and such as may hereafter be erected thereon during the term of this contract by a company licensed to do business in the State of Illinois with a Best rating of A or better, with fire, lightening and extended coverage insurance of not less than \$300,000 at all times in the name of Seller as owner in fee, with contract clause thereto attached payable to parties hereto as their interest may appear, subject, however to the rights of mortgages, if any, respecting such insurance; such policy or policies to be held by Seller, and Buyer shall pay the premiums when due and in case of the failure or neglect of Buyer to do so, Seller may pay the same and charge the cost thereof with interest thereon at a rate of ten (10%) percent to Buyer, and the same shall be considered and taken to be an addition to the purchase price of this contract. In case of loss or damage to such improvements, whether before or after possession is given hereunder, any insurance monies to which either or both of the parties hereto shall be entitled on account thereof shall be used to pay for the restoration or reconstruction of such damage or lost buildings, but if they are not sufficient to fully restore or reconstruct the damage or lost buildings, then they shall be applied to the unpaid balance due hereunder.

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Seller and assigns reserve and shall have at all times the right to sell, convey, assign and dispose of title to said premises and all or any interest in this agreement without consent from or notice to Buyer or assigns and Buyer and assigns agree to accept deed hereunder from Seller or any subsequent assignee and owner of title of record.

In case of failure of Buyer to make any of the payments, or any part thereof, or pay said insurance premiums as specified, or to keep the buildings, fences and improvements on said premises in as good repair and condition as they are now, ordinary wear and tear excepted, or perform any covenant on Buyer's part hereby made and entered into, this contract shall, at option of Seller be terminated. (but not until Seller gives by U.S. Mail or delivery to Buyer a written notice of not less than thirty (30) days specifying therein the default or breach) and the Buyer shall forfeit all payments made on this contract, and such payment shall be retained by Seller in full satisfaction and in liquidation of all damages by Seller sustain, or Seller may re-enter and take possession of the premises aforesaid, and written notice of such forfeiture and re-entry served upon Buyer, heirs, executors, administrators or assigns by certified mail or in person, or recorded in the Recorder's Office of Cook County, shall be sufficient evidence of such election, forfeiture and re-entry, or Seller may have any and all further remedies available to Seller at law or in equity.

Time is of the essence in this Agreement.

Buyer shall not permit to be done upon said premises anything out of which a mechanic's or other lien could arise or attach thereto, except with the previous written consent of Seller, and at expense of Buyer and if this provision be breached, Seller shall have the rights and options set forth in the paragraphs stated above.

Buyer herewith assigns to Seller all of the rents, issues and profits now due or which may hereafter become due for the use of said premises as additional security for the payment of the purchase price hereunder, in the event of default hereunder.

Buyer shall pay all reasonable attorney's fees and costs incurred by Seller in enforcing the terms of this Agreement or in defending any proceedings to which Seller is made a party as a result of Buyer's acts or omissions, which expenses, fees and costs may at Seller's option become additional purchase price.

Any and all kitchen, gas or electric stoves, laundry tubs, radiator covers, furnace, oil burners and equipment, hot water heaters, grates, water softeners, air conditioning equipment, screens, screen doors, etc. shall be left by Seller on said premises upon delivery of possession. There are no rented fixtures or equipment on the premises.

Taxes, assessments and rents shall be pro-rated as of the date of possession and adjustments made therefore.

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The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors, and assigns of their respective parties.

Seller hereby warrants to Buyer that no notice from any city, or other governmental authority of a dwelling code violation which existed before this Agreement was executed has been received by the owner or his agent, respecting dwelling structures thereon.

The singular shall include the plural where appropriate and the masculine shall include both feminine and neuter.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

the terms and conditions of the Order Attached Hereto And Made A Part Hereof

**SELLER:**

LA SALLE NATIONAL TRUST, N.A.  
~~AMERICAN NATIONAL BANK~~  
Trust Company, Successor Trustee  
of LaSalle National Bank, as  
Trustee under Trust Agreement  
dated April 20, 1987 and  
known as Trust No. 112184 not personally

By: *Christina Callin*  
ASSISTANT VICE PRESIDENT

Attest:

*Nancy A. Storch*  
Assistant Secretary

**BUYER:**

*Hector Villa*  
HECTOR VILLA

Prepared by: *Hand To*  
Ernest K. Koehler, Suite 2660, 55 West Monroe Street  
Chicago, IL 60603 - (312) 372-5911

**BOX 333-CTI**

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RIDER ATTACHED TO AND MADE A PART OF <sup>Articles of Agreement</sup> CONTRACT DATED 6 30 95

This ~~Contract~~ <sup>Articles of Agreement</sup> is executed by LASALLE NATIONAL TRUST, N.A. not personally but as Trustee under Trust No. 112184 as aforesaid, in the exercise of the power and authority conferred upon and vested in said trustee as such, and it is expressly understood and agreed that nothing in said Contract contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, in said Contract (all such liability, if any, being expressly waived by said purchaser and by every person now or hereafter claiming any right or security thereunder) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said Contract shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting rentals, leases or other factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. Trustee does not warrant, indemnify, defend title nor is responsible for any environmental damage.

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