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 . COOK COUNTY RECORDER

## 95519253

ARTICLES OF AGREEMENT FOR TRUSTEE'S DEED  
 SELLER: AXEL FOERTSCH REVOCABLE TRUST  
 PURCHASERS: RANDALL BRAGLIA & MARIA I. BRAGLIA  
 PROPERTY ADDRESS: 5210 WESLEY TERRACE, CHICAGO, IL.  
 P.I.N. 12-10-103-016-0000

ORIGINAL AGREEMENT ATTACHED HERETO

This instrument does not affect to whom the tax  
 bill is to be mailed and therefore no Tax Billing  
 Information Form is required to be recorded with  
 this instrument.

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## ARTICLES OF AGREEMENT FOR TRUSTEE'S DEED

AGREEMENT made this 3rd day of August, 1995 by and between AXEL FOERTSCH, as Trustee of the AXEL FOERTSCH REVOCABLE TRUST, UNDER TRUST AGREEMENT DATED APRIL 24, 1990, ("Seller") and RANDALL BRAGLIA and MARIA I. BRAGLIA, ("Purchasers").

### 1. PURCHASE PRICE:

Seller hereby agree to sell and Purchaser hereby agrees to purchase the property commonly known as 5210 Wesley Terrace, Chicago, Illinois, for the sum of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$ 300,000.) All payments required hereunder shall be made at such place as Seller may designate from time to time in writing in the following manner:

a) ONE HUNDRED THOUSAND AND NO/100 (\$ 100,000.00) at initial closing, less prorations, by cashier's or certified check.

b) TWO HUNDRED THOUSAND DOLLARS AND NO/100 (\$ 200,000.00), which shall bear interest from the date of initial closing through and including date of final payment in full at a rate of 10 % per annum on the outstanding principal to be calculated and paid monthly on the principal balance, and shall be paid in equal monthly installments of principal balance, and shall be paid in equal monthly installments of principal and interest in the amount of \$ 1,929.51 (based upon 20 year amortization) together with estimated monthly real estate tax installments of \$ 2,050.65, for a total monthly payment of \$ 3,980.16, and insurance installment payments herein provided for, said installments commencing on September 1, 1995, and on the same day of each ensuing month provided that on the first day of the 37th month after the due date of the first installment payment hereunder, the entire unpaid balance shall be due and payable. Escrow funds for real estate taxes and insurance shall be maintained by Seller and failure to make the deposits when required shall be a breach of this Agreement. Purchaser agrees to pay a late fee of 5% of the montly payment due for principal and interest for all payments received by Seller after 10 days when due.

c) Each monthly installment payment shall be credited first to interest accrued and unpaid, then to any required tax and insurance proration, and the balance to reduce the principal amount upon which interest is charged.

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## 2. DEED:

In the event Purchaser shall first make the payments and perform Purchaser's covenants required hereunder, the Seller hereby covenants and agrees to convey or to cause to be conveyed to Purchaser in fee simple by Trustee's Deed, subject only to the matters hereinafter specified, the premises situated in the County of Cook, State of Illinois, commonly known as 5210 Wesley Terrace, Chicago, Illinois, and legally described as follows:

Lot 18 in Foster-River Road Industrial Subdivision Unit 2 of a Part of Lot 5 in Henry Hachmeister's Subdivision of Parts of Section 9 and 10, Township 40 North, Range 12, East of the Third Principal Meridian, according to Plat of said Foster-River Road Industrial Subdivision Unit 2 registered in the Office of the Registrar of Titles of Cook County, Illinois, on November 18, 1964, as Document Number 2182895, in Cook County, Illinois.

Property index number: 12-10-103-016

Seller and Purchaser shall enter into an escrow trust agreement and deposit documents at or prior to initial closing into that escrow trust in accordance with the Escrow Trust Agreement attached hereto as Exhibit "B" and incorporated into and made a part of this contract. Seller and Purchaser shall equally divide the escrow fee to Title Company.

Provided that until full performance by Purchaser and Release of the Deed from the Escrow as aforesaid, no legal title or interest shall vest or be vested in the Purchaser.

It is further expressly understood between the parties hereto that the conveyance to be made by Seller shall be expressly subject only to the following ("permitted exceptions"):

- a) General real estate taxes for 1994 and subsequent years and special assessments confirmed after the date hereof;
- b) The rights of all persons claiming by, through or under Purchaser, or any defects or liens which occur or arise subsequent to the date hereof and not as a direct result of the conduct of or attributable to Seller;

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- c) Building, building lines and use or occupancy restrictions, and building and zoning laws and ordinances;
- d) Easements for public utilities;

### 3. TAXES:

Purchaser shall pay to Seller with each monthly principal and interest payment, an amount equal to 1/12 (one-twelfth) of 100% of the amount of the most recent ascertainable real estate taxes. In the event the monthly estimated tax installments set forth in Paragraph 1(b) are insufficient to pay when due the actual taxes levied against the Premises, Purchaser shall within fifteen (15) days of demand, pay the difference to seller. Seller is hereby authorized to apply such monies in payment of such taxes as same become due, so long as Purchaser is not default hereunder, and otherwise to apply same in payment of any obligation of Purchaser hereunder. Seller shall not be required to inquire into the validity or correctness of any such items before making payment of or to advance monies therefor, nor shall it incur any personal liability for anything done or omitted to be done hereunder. Seller shall furnish written evidence of payment of taxes within thirty (30) days after due date. Seller and Purchaser agree to adjust the monthly payment annually upon receipt of the second installment real estate tax bill and the insurance bill.

### 4. INSURANCE:

- a) Purchasers shall, at their sole cost and expense, maintain policies of hazard and liability insurance for the property with limits satisfactory to Purchasers and Seller, such policy or policies shall contain appropriate riders or loss payable clauses for the protection of the interest of Seller and Purchasers.
- b) In case of loss or damage to the premises or any improvements either before or after possession is given hereunder, any insurance proceeds to which either or both of the parties hereto shall be entitled on account thereof, shall be used (1) in the event the insurance proceeds are sufficient to fully reconstruct or restore such improvements, to pay for the restoration or reconstruction of such damaged or lost improvements, or (2) in the event the insurance proceeds are not sufficient to fully reconstruct or restore such improvements, then the proceed of insurance shall be applied in the following order:
  - (i) to pay off the balance of the purchase price;

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(ii) the balance, if any, to the Purchaser.

(c) Purchaser's failure to maintain said insurance in full force and effect shall be deemed to be a default of this Agreement entitling Seller to declare this Agreement null and void and invoke the provisions of this Agreement relative to forfeiture hereof.

## 5. PRORATIONS:

Real Estate taxes not yet due and payable shall be prorated at initial closing, and shall be re-prorated when the final bill is issued. The date for determining prorations shall be the date of initial closing. General real estate taxes shall be prorated as provided in this Agreement. In addition, all other such proratable items, including but not limited to insurance, water and fuel shall be credited or debited as the case may be to the Purchaser or Seller at the time of closing.

## 6. CONDITION OF TITLE:

- a) Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent at Seller's cost, a title commitment for a contract purchaser's title insurance policy issued by Chicago Title Insurance Company in the amount of the purchase price, covering title to the Premises, on or after the date hereof, showing title subject only to (1) the permitted exceptions set forth in this contract, and (2) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which shall be paid in full and released of record prior to the initial closing as set forth herein.
- b) If the title commitment discloses unpermitted exceptions that render the title unmarketable, Seller shall have fifteen (15) days from the date of delivery thereof to have the exceptions removed from the commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions and, in such event, the time of closing shall be fifteen (15) days after delivery of the commitment or after the closing date specified herein, whichever is later. If Seller fails to have the exceptions removed, or in the alternative, to obtain the commitment for title insurance specified above, as to such exceptions within the specified time, Purchaser may terminate this contract, or may elect, upon notice to Seller within ten (10) days after the expiration of the 15-day period, to take title as it then is. If Purchaser does not so

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elect, this Agreement shall become null and void without further action of the parties.

- c) All other title charges, including but not limited to later commitments, and issuance of policy shall be paid by Purchaser. Recording and transfer taxes or revenue stamps shall be paid by Seller in the amount then due at time of conveyance of deed.
- d) Seller shall take no action, either directly or indirectly, during the term of the term of this agreement that shall adversely affect title to the subject premises. If, during the term of this agreement, and, at any time prior to final conveyance of title to Purchaser, any lien, claim or encumbrance shall affect Seller's title, Seller shall immediately discharge such claim or liability. Seller shall indemnify and hold Purchasers harmless from any such claim, lien, or encumbrance. Purchasers may, in their discretion, elect to discharge any such claim, lien or encumbrance, and any such sums expended by Purchasers to discharge any such claim, lien or encumbrance shall serve to offset any amounts due to Seller hereunder.

## 7. PERSONAL PROPERTY:

At the time of initial closing as provided herein, Seller shall deposit into escrow Bill of Sale conveying to Purchaser all of the right, title and interest in and to all personalty on the Premises as follows, if any now on the premises:

Provided that until Release of said Bill of Sale from escrow, no right, title or interest, either legal or equitable, in said personal property shall vest or be vested in the Purchaser.

Purchaser is hereby authorized to replace existing personal property with new equipment at his sole expense. Purchaser is also hereby authorized to demolish the existing improvements on the subject property and to construct a parking lot on the premises. However, in the event of termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements, fixtures and personal property which are put upon the Premises by Purchaser as replacement items or as Purchaser's improvements or fixture, whether put on the premises prior or subsequent to initial closing, shall belong to and be the property of Seller without liability or obligation on Seller's part to account to Seller for any part thereof.

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## 8. AFFIDAVIT OF TITLE:

Seller shall furnish Purchaser at or prior to the initial closing and, again, prior to final closing (delivery of deed to Purchaser) with an Affidavit of Title, covering said dates, subject only to those permitted exceptions set forth in paragraph 2, and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 6.

## 9. BUILDING CONDITION:

- a) Seller warrants and represents to Purchaser that as of the date of this Agreement, it has received no notices, suits or judgments relating to violations at the Premises of any building code violation including but not limited to building, fire, environmental conservation, health or zoning laws, ordinances and regulations.
- b) To the extent not inconsistent with the authority granted Purchasers herein to demolish the existing improvements on the subject property, Purchaser hereby covenants and agrees to keep the buildings and improvements on the Premises in good repair and shall not commit any waste on or to the Premises, and if Purchaser fails to make any such repairs or suffers or commits waste, Seller may elect to make such repairs or eliminate such waste, and the cost thereof shall become, in addition to the purchase price, immediately due and payable to Seller.
- c) Purchaser shall keep the Premises in clean and healthful condition according to the applicable statute, ordinances, or regulations and the direction of the proper public officers pending final payment to Seller. Purchaser shall keep the Premises free from any and all such violations and shall promptly repair same within thirty (30) days after notice of any such violations.
- d) In the case of filing of any mechanic's liens or claim for lien against the Premises, Purchaser will promptly pay same or place a bond with the Seller for the payment thereof. Purchaser shall have fifteen (15) days in which to remove such lien or post bond with the Seller after the filing of such lien.
- e) Purchaser covenants and agrees that he will protect and save and keep the Seller forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws, ordinance, whether occasioned by neglect of Purchaser or those holding under

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Purchaser, and that Purchaser will at all times protect, indemnify, defend and save and keep harmless the Seller against and from any and all loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Premises, causing injury to any person or property whomsoever or whatsoever, and will protect, indemnify, defend and save and keep harmless the Seller against and from any and all loss, cost, damage, lien or expense arising out of the failure of Purchaser in any respect to comply with and perform any of the requirements and provisions hereof. This covenant shall be deemed effective as of the delivery of exclusive possession of the Premises to Purchaser.

- f) Purchaser will pay all sewer and water charges, gas and electric light and power bills and taxes (as provided for herein) levied or charged on the Premises, pending final payment of the indebtedness herein, and in the event said sewer and water charges and bills for gas, electric light and power shall not be paid when due, Seller shall have the right to pay same, which amounts so paid, together with any sums paid by Seller to keep the Premises in a clean and healthy condition as above specified, are declared to be so much additional indebtedness due hereunder, due upon demand.

## 10. POSSESSION:

Purchaser shall be delivered full and exclusive possession of the premises no later than August 3, 1995. Prior to the delivery of possession, Seller hereby agrees not to renew the existing lease or to enter into a new lease for any purpose without Purchaser's written consent. In the event that the existing tenant has not vacated the property prior to the date on which Purchasers are to be entitled to exclusive possession of the premises, Seller shall immediately undertake to evict said tenant, at Seller's sole cost and expense. In such event, Purchasers shall not be required to commence making payments hereunder until the first day of the month subsequent to the date Purchasers are placed in exclusive possession of the premises.

## 11. PRE-PAYMENT:

Upon fifteen (15) days' prior written notice to Seller, the Purchasers for themselves or their successors and assigns, reserve the privilege of prepaying the entire or any portion of the remaining principal indebtedness due hereunder. Subsequent to any partial prepayment, periodic payments required hereunder shall continue as if such partial prepayment had not been made. Any prepayment of the purchase price shall be applied in the following order in such other order as Seller may

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effect:

- a) first, to any sums which Seller shall have expended and which are secured by this Agreement, including but not limited to, any sums expended by Seller in connection with any default by Purchaser;
- b) second, to unpaid and accrued interest and to the unpaid principal balance of the purchase price.

## 12. ASSIGNMENT OR TRANSFER OF AGREEMENT:

The Purchaser shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder, nor shall the Purchaser lease the Premises, or any part thereof, without first obtaining the prior written consent of the Seller. Any violation or breach or attempted violation or breach of the provisions of this paragraph by Purchaser, or any acts inconsistent herewith, shall vest no right, title or interest herein or hereunder, or in the Premises in any such transferee, pledgee, assignee, lessee or sub-lessee, but Seller's may, at Seller's option, declare this Agreement null and void and invoke the provisions of this Agreement relating to forfeiture hereof.

## 13. ESSENCE OF CONTRACT:

Time of payment shall be the essence of this Agreement.

## 14. CLOSING:

The initial closing shall be held on August 3, 1995.

Final closing shall occur at time of final payment on these Articles of Agreement, but in no case later than September 1, 1998.

## 15. DEFAULT OF PURCHASER:

If Purchaser (i) defaults by failing to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement and such default is not cured within thirty (30) days of written notice to Purchaser; or (ii) defaults in the performance of any other covenants or agreement hereof and such

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default is not cured by Purchaser within thirty days after written notice to Purchaser (unless the default involves a dangerous condition which shall be cured forthwith); Seller may treat such a default as a breach of this Agreement and Seller shall have the following remedies:

- a) maintain an action for any unpaid installments;
- b) declare the entire balance due and maintain an action for such amount;
- c) commence an action in foreclosure.

If default is based upon failure to pay taxes, assessments, insurance (this part missing) elect to take such payments and add the amount to the principal balance due.

All rights and remedies given to Purchaser 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; 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 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 Purchaser or Seller, or after the termination of Purchaser's right of possession hereunder, or after the service of any notice or after commencement of any suit, or after final judgement for possession of any suit, or after final judgement 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.

## 16. PAYMENT OF COSTS:

Purchaser shall pay to Seller all costs and expenses, including reasonable attorney's fees, incurred in any action or proceedings to which Seller brings against Purchaser for default under this agreement or enforcement of the covenants and provision hereof and for any action or claim which Seller may be made a party by reason of being a party of this Agreement.

Seller shall pay to the Purchaser all costs and expenses, including reasonable attorney's fees, incurred by Purchaser in the enforcement of the covenants and provisions hereof, and such costs, expenses and attorney's fee may be included in any judgement entered in any proceeding brought by Purchaser against Seller under this Agreement.

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## 17. NOTICE:

Any notice required to be served upon either of the parties may be served in person or by certified mail at the last known address of the parties as follows, with right of either party such notice to change the place for service of notice on him:

On Purchaser: Randall & Maria Braglia  
c/o Alan T. Kaminski  
Attorney at Law  
220 E. North Avenue  
Northlake, IL 60164

Notice On Seller: Axel Foertsch Revocable Trust  
Axel Foertsch, Trustee  
c/o Timothy J. Crowley  
Attorney at Law  
1025 W. Ogden Avenue  
Lisle, IL 60532

## 18. DESIGNATION OF PARTIES:

If there is more than one person designated herein as "Seller" or "Purchaser", such word or words where used herein and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and constructed as plural.

## 19. CAPTIONS:

All captions contained in this Agreement are inserted only as matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision hereof.

## 20. BINDING EFFECT:

This Agreement shall be binding upon the parties hereto, their respective heirs, estates, personal representatives, successors and assigns.

## 21. PURCHASER'S RIGHT TO MORTGAGE:

Purchaser shall have the right at any time to make a mortgage loan application after the initial closing of this real estate transaction with a lending institution or any

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other source available and obtain the necessary proceeds to pay off the then unpaid balance due Seller.

## 22. EMINENT DOMAIN:

In the event of any eminent domain or condemnation proceeding against the property herein any award shall be divided between Seller and Purchaser as follows:

- a) Any award shall first be applied to any payment due Seller hereunder at the time of said award;
- b) The balance of any award shall be paid to Purchaser.

## 23. ENTIRE AGREEMENT:

This Agreement shall constitute the entire Agreement of the parties and shall not be altered, modified or changed unless same is in writing and executed by all the parties.

## 24. RECORDING:

The Purchaser, at Purchaser's option, may record this Agreement or a memorandum thereof at the Purchaser's expense.

## 25. BROKER'S COMMISSION:

The Parties hereto each represent and warrant to the other that no broker is entitled to a commission as a result of this transaction.

## 26. RISK OF LOSS:

Except as other wise provided for hereunder, all risk of loss to the subject property prior to closing shall borne by Seller, whereas all risk of loss to the subject property on and after closing shall be borne by Purchaser.

## 27. SELLER'S MORTGAGE:

- a) Seller's first mortgage on the property may contain a "due on sale clause". Purchaser and Seller covenant and warrant to each other that

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each will take every precaution possible to prevent the first mortgage holder from exercising any rights under the "due on sale clause".

- b) Seller warrant that they will not act in any way that would result in a breach of the first mortgage or that would incur any late or penalty charge. Any late or penalty charge caused by Seller is to be paid by the Seller. Further, Seller is to timely pay all escrow charges as required by first mortgage holder.
- c) Notwithstanding any other provision of this Agreement to the contrary, during the life of this Agreement and while Purchaser is not in default hereunder, Seller shall be prohibited from placing any further mortgage or trust deed against title to the premises or in any other way further encumbering title.
- d) In the event of a default by a Seller in payments due under the first mortgage encumbering the property, Purchaser may avoid or cure said default of Seller by making said mortgage payments. In such event, such payment by Purchaser shall be credited to purchaser as if said amounts were paid directly to Seller as a payment on this agreement.

## 28. FINAL CLOSING:

The final closing shall occur on September 1, 1998, or on such prior date as the parties otherwise agree.

At such final closing, Purchaser shall pay to the Seller the entire balance then due under the terms of this Agreement by cash, cashier's or certified check, plus any sums expended by Seller in connection with any default by Purchaser. Seller's mortgage, unless paid earlier, shall be paid from the proceeds of sale at the final closing. Purchaser shall be responsible for the payment of any additional owners or lenders title insurance policy expense at final closing.

At the final closing, and upon payment in full by Purchaser of all amounts then due and owing to Seller, any and all escrowed documents shall be released to Purchaser.

29. Axel Foertsch represents and warrants that he is the sole beneficiary of the Axel Foertsch Revocable Trust, "Seller" herein and that he has the sole power of direction with regard to said Trust. As sole beneficiary of said Trust, Axel Foertsch individually guarantees and agrees to be bound to all of the obligations, duties, rights and benefits to be performed and enjoyed hereunder individually and as Trustee.

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30. Purchasers acknowledge that they intend on demolishing the building currently located on the property at 5210 Wesley. The Purchasers agree to that they will maintain insurance and be responsible for any damage, repairs or corrections that may be incurred or required on the property located at 5216 Wesley as a result of removal of the building from 5210 Wesley, including, but not limited to the south wall and roof of the 5216 Wesley building. This warranty by Purchasers shall survive the initial closing.

31. Seller shall deliver to Purchasers, at Seller's expense, a "Phase One" environmental study report of the subject property. In the event that Purchasers shall for any reason, in the exercise of their own discretion, disapprove of the findings of said Environmental Report, Purchasers may, by giving Seller written notice of such disapproval within five (5) days of Purchasers' receipt of said study report, declare this contract to be null and void.

32. Seller shall comply with all disclosure requirements of the Illinois Responsible & Environmental Property Transfer Act requirements, and shall execute and deliver to Purchasers and any mortgage lender of Purchasers such disclosure documents as may be required by said Act.

33. Seller ("Owner") hereby desires to exchange, for other property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended and the Regulations promulgated thereunder, fee title in the property which is the subject of this contract. Owner expressly reserves the right to assign its rights, but not its obligations, hereunder to a Qualified Intermediary as provided in IRC Regulation 1.1031 (k)-1(g)(4) on or before the closing date.

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

SELLER: AXEL FOERTSCH REVOCABLE TRUST

by: *[Signature]*, Trustee  
Axel Foertsch, Trustee

PURCHASERS:

*[Signature]*  
RANDALL BRAGLIA  
*[Signature]*  
MARIA BRAGLIA

STATE OF ILLINOIS )

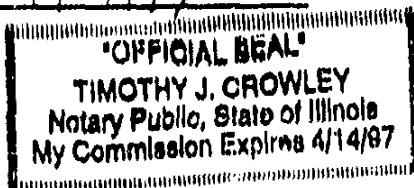
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that AXEL FOERTSCH, TRUSTEE OF THE AXEL FOERTSCH REVOCABLE TRUST, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument as a free and voluntary act, for the uses and the purposes herein set forth.

Given under my hand and seal, this 3rd day of August, 1995.

*[Signature]*  
Notary Public

Commission Expires: 4/14/97



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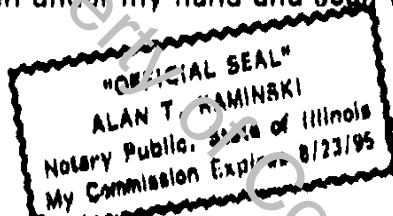
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STATE OF ILLINOIS )  
                          )  
COUNTY OF COOK    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that RANDALL BRAGLIA and MARIA BRAGLIA, personally known to me 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 said instrument as a free and voluntary act, for the uses and the purposes herein set forth.

Given under my hand and seal, this 3rd day of August, 1995.



*Alan T. Kaminski*  
\_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_

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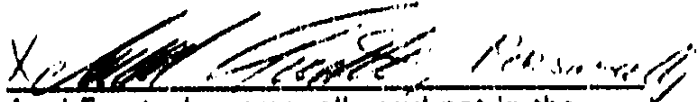


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## RIDER 1 GUARANTY

I, Axel Foertsch, personally, and not in my capacity as Trustee of the Axel Foertsch Revocable Trust, hereby personally guarantee the performance by Seller of all terms, conditions, and covenants contained in the Articles of Agreement for Trustee's Deed. This Guaranty also includes and extends to any liability of Seller for the breach by Seller of any warranty, whether expressed in the purchase to contract or implied in law.

This Rider, as well as the printed Contract to Purchase and Articles of Agreement for Trustee's Deed, shall be deemed one instrument, and whenever there is a conflict in provisions, those in this Rider shall prevail.

  
Axel Foertsch, personally and not in the capacity of Trustee

STATE OF ILLINOIS )  
                                  )  
COUNTY OF COOK )

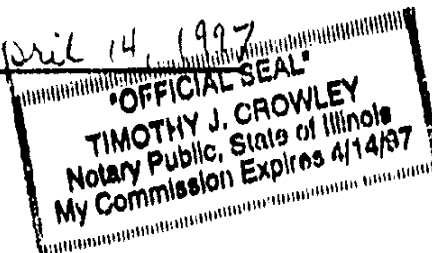
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that AXEL FOERTSCH, PERSONALLY AND NOT IN THE CAPACITY OF TRUSTEE, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument as a free and voluntary act, for the uses and the purposes herein set forth.

Given under my hand and seal, this 3rd day of August, 1995.

  
Notary Public

Commission Expires: \_\_\_\_\_

April 14, 1997



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## **RIDER 2 PREPAYMENT**

Notwithstanding the provisions as set forth in paragraphs eleven (11) and twenty (21) of the Articles of Agreement, Seller and Purchasers agree that in the event Purchasers elect to prepay the principal indebtedness or any part thereof prior to the 37th month balloon payment date, that the Purchasers will pay to the Seller a sum equal to the increase in capital gains taxes sustained by the Seller as a result of the prepayment of the principal indebtedness. The parties acknowledge that the aforementioned amount due is for liquidated damages of the Seller and not a penalty.

This Rider and the printed Articles of Agreement to which it is attached shall be deemed one instrument; whenever there is a conflict in provisions, those in this Rider shall prevail.

Date: 8.3-95

  
\_\_\_\_\_  
Seller

  
\_\_\_\_\_  
Purchaser

  
\_\_\_\_\_  
Purchaser

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## LEGAL DESCRIPTION

Lot 18 in Foster-River Road Industrial Subdivision Unit 2 of a Part of Lot 5 in Henry Hachmeister's Subdivision of Parts of Section 9 and 10, Township 40 North, Range 12, East of the Third Principal Meridian, according to Plat of said Foster-River Road Industrial Subdivision Unit 2 registered in the Office of the Registrar of Titles of Cook County, Illinois, on November 18, 1964, as Document Number 2182895, in Cook County, Illinois.

Common Address: 5210 Wesley Terrace, Chicago, IL

Property index number: 12-10-103-018

This instrument prepared by:

Timothy J. Crowley  
Attorney at Law  
1025 W. Ogden Avenue  
Suite 207  
Lisle, IL 60532

Mail to:

Alan T. Kaminski  
Attorney at Law  
220 E. North Avenue  
Northlake, IL 60164



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