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ARTICLES OF AGREEMENT FOR DEED

95780541

BUYER: Flynn Enterprising Group, Inc. and Angela Dawn Montgomerie
County, State of Illinois, agrees to purchase, and SELLER,

A. J. SMITH FEDERAL SAVINGS BANK, Address 14757 S. Cicero Avenue, Midlothian,

Ill. Cook County, State of Illinois, agrees to sell to Buyer at the PURCHASE PRICE of FIFTY TWO THOUSAND

AND No/100--- Dollars \$ 52,000.00 the PROPERTY commonly known as 16968 S. Bulger Ave., Hazelcrest, Ill. 60429, legally described as follows:

Lots 11, 12 and 13 in Block 6 in Orchard Ridge addition to South Harvey, a subdivision of the South 1/2 of the Northwest 1/4 of Section 30, Township 36 North, Range 14, East of the Third Principal Meridiana; and of the East 1/2 of the South East 1/4 of the Northeast 1/4 of Section 25; also the East 16 feet of the Northeast 1/4 of the Northeast 1/4 of S 25, T 36 N, R 13, E of the TPM, in Cook County, Illinois.

(Hereinafter referred to as "the premises") P. I. N. #: 29-30-121-035 and 036 and 037 with approximate lot dimensions of 125' X 75' 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 units), existing storm and screen windows and doors, attached shutters, shelving, fireplace screen, roof or attic TV antenna, all planted vegetation, garage door opener and car units, and the following items of personal property:

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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 Warranty 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 confirmed after the contract date, (c) Building, building line and use of occupancy restrictions, conditions and covenants of record, (d) Zoning laws or ordinances, (e) Easements for public utilities, (f) Drainage ditches, fences, laterals and drains, 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, liens, 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.

3. INSTALLMENT PURCHASE: Buyer hereby covenants and agrees to pay to Seller at 14757 S. Cicero Ave., Midlothian Illinois 60445

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 EIGHT AND ONE FOURTH percent 8.25 per annum, all payable in the manner following to wit:

(a) Buyer has paid \$ FOUR THOUSAND AND No/100

(Indicate check and/or note and due date) (and will pay within XXXXX days the additional sum of \$XXXXXXXXXXXXXXX) as earnest money to be applied on the purchase price. The earnest money shall be held by Relax South Suburban for the mutual benefit of the parties concerned.

(b) At the time of the initial closing, the additional sum of \$ N/A plus or minus profit/loss, if any, as is hereinafter provided.

(c) The balance of the purchase price, to wit \$ FORTY EIGHT THOUSAND AND No/100 to be paid in equal monthly installments of \$ 360.60 each, commencing on the 1st day of October 1995 and on the 1st day of each month thereafter until the purchase price is paid in full (installment 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 1st day of September 2000.

(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 before delinquency all taxes and assessments which subsequent to the date of this Agreement may become a lien on the premises, third, and to pay insurance premiums falling due after the date of this Agreement, and fourth, to reduce said unpaid principal balance of the purchase price.

(f) Payments of principal and interest to Seller shall be received not in tenancy in common, but in joint tenancy with the right of survivorship.

4. CLOSINGS: The "initial closing" shall occur on August 30, 1995, for on the date, if any, to which said date is extended by reason of subparagraph (b) (i) at CHICAGO TITLE AND TRUST CO. "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 12:01 A.M. on August 30, 1995, provided that the full down payment minus pre-iterations 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 holder 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 on the terms of any indebtedness or prior mortgage, Buyer shall have the right, but not the obligation, to make such payments to 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.)

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BOX 333-CTI

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8. TITLE

(a) At least one (1) *burdened* copy of the final closing, Seller shall furnish to Buyer at Seller's expense an Owner's Duplicate Certificate of Title issued by the Registrar of Titles and a Special Tax and Lien Search or a commitment issued by a title insurance company licensed to do business in Illinois, to issue a contract purchaser's title insurance policy on the current form of American Land Title Association Owner's Policy (or equivalent policy) in the amount of the purchase price covering the date hereof, subject only to: (1) the general exceptions contained in the policy, unless the real estate involved with a single family dwelling or an apartment building of four or fewer residential units, (2) the "permitted exceptions" set forth in paragraph 2, (3) prior mortgages permitted in paragraph 4, (4) other title exceptions pertaining to liens of an unambiguous or definite or ascertainable amount, which may be removed by the payment of money and which shall be removed at or prior to the initial closing and (5) acts done or suffered by or judgments against the Buyer or those claiming by, through or under the Buyer.

(b) If the title commitment *does* have unpermitted exceptions, the Seller shall have thirty (30) days from the date of delivery thereof to fix or the said exceptions waived, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions and the initial closing shall be delayed, if necessary, during said 30 day period to allow Seller time to have said exceptions waived. If the Seller fails to have unpermitted exceptions waived, or in the alternative, to obtain a commitment for title insurance specified above as to such exceptions, within the specified time, the Buyer may terminate the contract between the parties, or may elect, upon notice to the Seller within ten (10) days after the expiration of the thirty (30) day period, to take the title as it then is, with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If the Buyer does not so elect, the contract between the parties shall become null and void without further action of the parties, and all money paid by Buyer hereunder shall be refunded.

(c) Every title commitment which conforms with subparagraph (a) shall be conclusive evidence of good title thereto shown, as to all matters insured by the policy, subject only to special exceptions thereto stated.

(d) If a Special Tax Search, Lien Search, Judgment Search or the title commitment disclose judgments against the Buyer which may become liens, the Seller may declare this Agreement null and void and all earnest money shall be forfeited by the Buyer.

(e) Buyer taking possession of the premises shall be conclusive evidence that Buyer in all respects accepts and is satisfied with the physical condition of the premises, all matters shown on the survey and the condition of title to the premises as shown to him on or before the initial closing. Seller shall upon said delivery of possession have no further obligation with respect to the title or to furnish further evidence thereof, except that Seller shall remove any exception or defect not permitted under paragraph 8 (a) resulting from acts done or suffered by, or judgments against the seller between the initial closing and the final closing.

9. AFFIDAVIT OF TITLE: Seller shall furnish Buyer at or prior to the initial closing and, again, prior to final closing with an Affidavit of Title, covering said date, subject only to those permitted exceptions set forth in paragraph 2, prior mortgages permitted in paragraph 4 and any permitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 8. In the event title to the property is held in trust, the Affidavit of Title required to be furnished by Seller shall be signed by the Trustee and the beneficiary or beneficiaries of said Trust. All parties shall execute an "ACA Loan and Extended Coverage Owner's Policy Statement" and such other documents as are customary or required by the issuer of the commitment for title insurance.

10. HOMEOWNER'S ASSOCIATION:

(a) In the event the premises to be sold are a townhome, condominium or other homeowner's association, Seller shall, prior to the initial closing, furnish Buyer a statement from the Board of managers, treasurer or managing agent of the association certifying payment of assessments and all applicable provisions of any charter or constitution or any right of first refusal or general option contained in the declaration or bylaws together with any other documents required by the declaration or bylaws thereto as a precondition to the transfer of ownership.

(b) The Buyer shall comply with any covenants, conditions, restrictions or declarations of record with respect to the premises as well as the bylaws, rules and regulations of any applicable association.

11. PRORATIONS: Insurance premiums, ground tax, association assessments, and, if final meter readings cannot be obtained, water and other utilities shall be apportioned equitably as of the date of initial closing. Real estate taxes for the year of possession shall be prorated as of the date of initial closing subject to repayment upon receipt of the actual tax bill. Further, interest on the unpaid principal amount of the purchase price from the initial closing date until the date of the first installment payment shall be a proration credit in favor of the Seller.

12. ESCROW CLOSING: At the election of either or both parties, notice to the other party not less than five (5) days prior to the date of either the initial or final closing, this transaction or the closing to be contemplated hereby shall be made through escrow with a title company, bank or other institution or an attorney licensed to do business or to practice in the State of Illinois in accordance with the general provisions of an escrow trust concerning articles of agreement for a trust consistent with the terms of this Agreement. Upon creation of such an escrow, anything in this Agreement to the contrary notwithstanding, installments or payments due thereafter and delivery of the Deed shall be made through escrow. The cost of the escrow including all attorney, notary, lender's escrow, shall be paid by the party requesting it.

13. SELLER'S REPRESENTATIONS:

(a) Seller expressly warrants to Buyer that no notice from any city, village or other governmental authority of a dwelling code violation which existed in the dwelling structure on the premises herein described before this Agreement was executed, has been received by the Seller, his principal or his agent within ten (10) years of the date of execution of this Agreement.

(b) Seller represents that all equipment and appliances to be conveyed, including but not limited to the following, are in operating condition, all mechanical equipment, heating and cooling equipment, water heaters and boilers, septic, plumbing, and electrical systems, kitchen equipment remaining with the premises and any miscellaneous mechanical or personal property to be transferred to the Buyer. Upon the Buyer's request prior to the time of possession, Seller shall demonstrate to the Buyer or his representative all said equipment and upon receipt of written notice of delivery, shall promptly and at Seller's expense correct the deficiency. IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE BUYER PRIOR TO THE FINAL SPECIFIED OR INITIAL CLOSING, IT SHALL BE CONSIDERED THAT THE CONDITION OF THE ABOVE EQUIPMENT IS SATISFACTORY TO THE BUYER, AND THE SELLER SHALL HAVE NO FURTHER REPRESENTATIVE WARRANTIES HEREON.

(c) Seller agrees to leave the premises in broom clean condition. All refuse and personal property not to be delivered to Buyer shall be removed from the premises at Seller's expense before the date of initial closing.

14. BUYER TO MAINTAIN: Buyer shall keep the improvements on premises and the grounds in as good repair and condition as they now are, ordinary wear and tear excepted. Buyer shall make all necessary repairs and renewals upon said premises including by way of example and not of limitation, interior and exterior painting and decorating, window glazing, heating, ventilating and air conditioning equipment, plumbing and electrical systems and fixtures, roof, masonry including chimneys and fireplaces, etc. If necessary, the said parties shall not be held kept in good repair, and in a clean, sightly, and healthy condition by Buyer. Seller may either (a) enter same, himself, or by their agents, servants, or employees, without such entering causing or constituting a termination of this Agreement or an interference with Buyer's possession of the premises, and make the necessary repairs and do all the work required to place said premises in good repair and in a clean, sightly, and healthy condition, and Buyer agrees to pay to Seller, as so much additional purchase price for the premises, the amount of the Seller's making said repairs and in placing the premises in a clean, sightly, and healthy condition, or (b) notify the Buyer to make such repairs and to place said premises in a clean, sightly, and healthy condition within thirty (30) days of such notice, or pay as otherwise provided in paragraph 15, and, upon default by Buyer in complying with said notice, then, Seller may avoid himself, such remedy as Seller may elect of any, if in those that are by this Agreement or at law or equity provided.

15. FIXTURES AND EQUIPMENT: At the time of delivery of possession of the premises to Buyer, Buyer also shall receive possession of the personal property to be sold to Buyer pursuant to the terms of this Agreement as well as of the fixtures and equipment permanently attached to the improvements on the premises. But until payment in full of the purchase price is made, none of such personal property, fixtures or equipment shall be removed from the premises without the prior written consent of the Seller.

16. INSURANCE:

(a) Buyer shall from and after the time specified in paragraph 5 for possession, keep insured against loss or damage by fire or other casualty, the improvements now or hereafter erected on premises with a company, or companies, reasonably acceptable to Seller in policies conforming to Insurance Service Bureau Homeowners Form 3 ("HO-3") and also, flood insurance where applicable, with coverage not less than the balance of the purchase price hereof (except that if the full insurable value of such improvements is less than the balance of purchase price, then if such full insurable value for the benefit of the parties hereto and the interests of any mortgagee or trustee, if any, is then insured by, or appears, such policy or policies shall be held by Seller, and Buyer shall pay the premiums thereon when due.

(b) In case of loss of or damage to such improvements, whether 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 (i) 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 improvement, to (ii) the extent the insurance proceeds are not sufficient to fully reconstruct or restore such improvements, then the proceeds of insurance shall be applied to the unpaid balance of purchase price.

17. TAXES AND CHARGES: It shall be the Buyer's obligation to pay immediately when due and payable and prior to the date when the same shall become a delinquent all general and special taxes, special assessments, water charges, sewer service charges and other taxes, fees, liens, homeowner association assessments and charges now or hereafter levied or assessed or charged against the premises or any part thereof or any improvements thereon, including those heretofore due and to furnish Seller with the original or duplicate receipts therefor.

18. FUNDS FOR TAXES AND CHARGES: In addition to the agreed installments, if any, provided in paragraph 3, Buyer shall deposit with the Seller on the day each installment payment is due, or if none are provided for, on the last day of each month subsequent to the date of initial closing, until the purchase price is paid in full, a sum (herein referred to as "taxes") equal to one-twelfth of the yearly taxes, assessments which may become a lien on the premises, and the estimated annual premiums for the insurance coverages required to be kept and maintained by Buyer, all as reasonably estimated to provide sufficient sums for the full payment of such charges one month prior to their each becoming due and payable. Failure to make the deposits required hereunder shall constitute a breach of this Agreement.

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The Funds shall be held by Seller as trustee for the purposes or security of which are insured or guaranteed by a Federal or state agency. Seller is hereby authorized and directed to use the funds for the payment of such amounts as taxes, assessments, costs 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 said charges one month prior to the time at which they fall due such excess shall be applied first to cure any, and only, 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 30 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 bills, nor shall Buyer be entitled to interest or earnings on the funds, unless otherwise agreed in writing at the time of execution of this Agreement. Upon payment in full of all sums due hereunder, Seller shall promptly refund to Buyer any funds so held by Seller.

19. BUYER'S INTEREST:

(a) No right, title, or interest, legal or equitable, in the premises described herein, or in any part thereof, shall vest in the Buyer until the Deed, as herein provided, shall be delivered to the Buyer.
(b) 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 existing 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 therefor 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 its 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 up to 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 is in default in 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 ten (10) days of written notice to Buyer, or (2) defaults in the performance of any other covenant or agreement herein and such default is not cured by Buyer within thirty (30) days after written notice to Buyer (unless the default involves a long term lease, in which case the following remedies in addition to all other rights and remedies provided at law or in equity, and Seller shall have any or more of the following remedies in addition to all other rights and remedies provided at law or in equity: (a) maintain an action for any unpaid amounts due and maintain an action for such amount, (b) forfeit the Buyer's interest under this Agreement, and retain all sums paid as liquidated damages in full satisfaction of any claim against Buyer, and upon Buyer's failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Buyer to reinstatement as provided in that Act.
(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 of 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 5% of any sum due hereunder which Seller elects to accept after the date the sum was due.
(e) Anything contained in subparagraphs (a) through (d) to the contrary notwithstanding, this Agreement shall not be forfeited and determined, if within 20 days after such written notice is given by Buyer to Seller, the entire unpaid principal balance of the Purchase Price and accrued interest thereon outstanding and there any other details of a monetary nature affecting the premises or monetary claims arising from acts or obligations of Buyer under this Agreement.

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 upon its performance, in defending any proceeding to which Buyer or Seller is made a party to any legal proceedings as a result of the act or omissions of the other party.
(b) 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 constitute, 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 required to be given under this Agreement shall be construed to mean notice in writing signed by or on behalf of the party giving the same, and the same may be served upon the other party or his agent personally or by certified or registered mail, return receipt requested, to the parties addressed to Seller at the address shown in paragraph 1, or to the Buyer at the address of the premises. Notice shall be deemed made when mailed or served.

24. ABANDONMENT:

Entrance of, or 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 an intent again to take possession the land 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 outright or on terms similar to those contained in this Agreement with a view to re their existing marketing conditions. Buyer shall be conclusively deemed to have abandoned any personal property remaining on or about the premises, and Buyer's interest therein shall thereby pass under this Agreement as a bill of sale to Seller without additional payment by Seller to Buyer.

25. SELLER'S ACCESS:

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

26. CALCULATION OF INTEREST:

Interest for each month shall be added to the unpaid balance of the last day of each month, the rate of one-twelfth of the annual interest rate and shall be calculated upon the unpaid balance due as of the first day of the preceding month based upon a 360 day year. Interest for the period from the date of initial closing until this 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 vest no 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 made 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, if any. Upon repayment of the prior mortgage Seller shall receive the cancelled note and a release deed as loan 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 and meet other requirements as then may be established by any local ordinance with regard to the transfer of title to Buyer unless otherwise provided in the local ordinance.

29. TITLE IN TRUST:

In the event that title to the premises (held in or conveyed) into a 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 of 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 this reference incorporated herein as Exhibit A.

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(b) The beneficiary or beneficiaries of and the person or persons with the power to direct 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 direct 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 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 herein fully set forth.

12. CAPTIONS AND HEADINGS: 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: A duplicate original of this Agreement duly executed by the Seller and his spouse, if any, or if Seller is a minor, then by said trustee and the beneficiaries of the Trust shall be delivered to the Buyer or his attorney on or before August 30, 1995, 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

RE-MAX

HOME BASE

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.

WITNESS (I), the parties hereto have hereunto set their hands and seals this 30th day of August, 1995.

SIGNER: J. SMITH FEDERAL SAVINGS BANK

JAMES J. ANDRETEICH - EXEC. V.P.
DONNA J. SENDRA - CORP. SEC.

This instrument prepared by

Linda Gough - 14757 S. Cicero Ave.
Midlothian, IL 60445

BUYER: FLYNN ENTERPRISES GROUP, INC.

CHRISTOPHER T. PORTER - PRES. 8/30/95

ANGELA DAWN MONTGOMERY

In consideration of the Lender making the loan evidenced by this Note, the undersigned irrevocably and unconditionally guarantees the payment when due of each and every installment of principal and interest and, in the event of any default, Lender may proceed against the undersigned guarantor without first proceeding against or giving notice to the Borrower.

ANGELA DAWN MONTGOMERY

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

Christopher T. Porter, President & Angela Dawn Montgomery, Secretary of Flynn Enterprises Group, Inc. are persons whose name is personally known to me to be the same as such persons whose name is subscribed to the foregoing instruments as and appeared before me this day in person and acknowledged that he signed and delivered the 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; and the said corporation, as custodian of the seal of said corporation to then and there acknowledged that he, as custodian of the said instrument, did affix the corporate seal of 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 notarial seal this 30th day of August, 1995.

Notary Public

My Commission Expires: 6-1-99

Linda K. Unger
Notary Public, State of Illinois
My Commission Expires 12/5/96

"OFFICIAL SEAL"
MELISSA A. COBBAN
Notary Public, State of Illinois
Commission Expires 6/1/99

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Property of Cook County Clerk's Office

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APPL# 001-50814057

ML# 0020010872

1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 30TH day of AUGUST, 1995, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

A. J. SMITH FEDERAL SAVINGS BANK

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

16968 S PULGER AVE
HAZEL CREST, ILLINOIS 60429

(Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, range, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

MULTISTATE 1 - 4 FAMILY RIDER - Fannie Mae Uniform Instrument

Form 3170 12/92

57 (0212)

Page 1 of 2

VMP MORTGAGE FORMS - (31)293-4100 - (800)521-7291

Initials: *CS*
AM



95580541

-Borrower
(Seal)

ANGELA DAWN MONTGOMERY
-Borrower
(Seal)

-Borrower
(Seal)

PLYNN ENTERPRISING GROUP INC
-Borrower
(Seal)

Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family remedies permitted by the Security Instrument.

which Lender has an interest under the Security Instrument and Lender may invoke any of the I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in

the Property shall terminate when all the sums secured by the Security Instrument are paid in full. shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of

agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of If the Rents of the Property are not sufficient, to cover the costs of taking control of and managing the

inadequacy of the Property as security. manage the Property and collect the Rents and; profits derived from the Property without any showing as to the

Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those

premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance

applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be

Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the he entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the

trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as

assignment for additional security only. paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an

paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to

agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's

Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.

leasehold. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a

Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1410 007568392 OF
STREET ADDRESS: 16968 S. BULGER AVE.
CITY: HAZEL CREST COUNTY: COOK
TAX NUMBER: 29-30-121-035-0000

LEGAL DESCRIPTION:

LOTS 11, 12 AND 13 IN BLOCK 6 IN ORCHARD RIDGE ADDITION TO SOUTH HARVEY, A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; AND OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25; ALSO THE EAST 16 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

95580541

. DEPT-01 RECORDING \$35.00
. T40012 TRAN 6185 08/31/95 11:05:00
. #0420 + CG *-95-580541
. COOK COUNTY RECORDER
. DEPT-10 PENALTY \$32.00

10/1/95 A.J. Smith
14757 S. Cicero
Midland, IL 60445

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