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CHICAGO AMERICAN TITLE

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COOK COUNTY RECORDER

AGREEMENT FOR DEED

AGREEMENT FOR DEED by and between:

WALID N. GHANTOUS, individually and as administrator of the WALID N. GHANTOUS, M.D. LTD. PENSION PLAN, as Seller and THEODORE PROCIUK, as Buyer.

Seller agrees to sell and convey by Warranty Deed to Buyer, upon Buyer's performance of the terms herein, in fee simple free of all encumbrances, except as hereinafter provided, the following described premises:

Lots 10, 11, 12 and 13 in Clock 42 in Hulbert Milwaukee Avenue Subdivision in Section 25, Township 41 North, Range 12 East of the Third Principal Meridian and Section 30, Township 41 North, Range 13 East of the Third Principal Meridian according to the Plat thereof recorded April 18, 1923 as Document No. 7888051 in Cook County, Illinois.

PIN: 10-30-314-020, 10-30-314-021, 10-30-314-022 and 10-30-314-023
Common Address: 7332 North Milwaukee Ave., Niles, IL 60648

Buyer agrees to purchase the premises and pay to Seller at 2316 Braeburn Drive, Riverwoods, Illinois 60015, or at such other place as Seller may direct, as the purchase price therefor the sum of FOUR HUNDRED SIXTY FIVE THOUSAND AND NO/100 DOLLARS (\$465,000.00) in the manner following:

The sum of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00), plus or minus prorations and closing expenses, upon closing with the balance of THREE HUNDRED FIFTEEN THOUSAND (\$315,000.00) amortized over a fifteen (15) year term with principal and interest payable in monthly installments of THREE THOUSAND ONE HUNDRED ONE DOLLARS AND NINETY FOUR CENTS (\$3101.94), with the first monthly payment due December 1, 1995. Notwithstanding the above, the final payment of principal and interest shall be due on November 1, 2010. The principal balance remaining unpaid shall include interest at the rate of Eight and One Half percent (8 1/2%) per year, interest to begin upon closing, payable on the whole sum remaining from time to time unpaid, installments to be applied first in payment of

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interest and balance to payment and reduction of purchase price, and Buyer agrees to pay, before delinquent, all taxes and assessments which become a lien on said premises subsequent to the date of this Agreement for Deed.

1. Seller has furnished evidence of merchantable title to Buyer in the form of a title insurance policy for the amount of the purchase price, or a merchantable abstract of title brought to date, subject only to the standard exceptions to title, and Seller shall have no further obligation to supply title evidence except to pay for any costs or expenses caused by Seller.

2. If Buyer shall fail to make any payments due hereunder or shall fail to perform any other agreement made by him, the Seller shall, at his option upon giving of 30 days written notice, served pursuant to the provisions of the Forcible Detainer Act, 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) 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 Detainer Act, subject to the rights of Buyer to reinstate as provided in that Act.

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.

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 due.

Any waiver of a default or any election of remedy as to prior default shall not limit Seller's rights regarding further defaults.

Buyer shall pay all reasonable attorneys' fees and costs incurred by Seller in enforcing the terms and provisions of this Agreement, including forfeiture or in defending any proceeding to which Seller is made a party defendant as a result of Buyer's acts or omissions.

3. 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.

4. Buyer shall keep insured against loss or damage by fire or other casualty, the improvements now and hereafter erected on premises with a company, or companies, reasonably acceptable to Seller 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 at such full insurable value) for the benefit of the parties hereto and the interests of any mortgagee or trustee, if any, as their interests may appear; such policy or policies shall be held by Seller, and Buyer shall pay the premiums

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thereon when due. 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 (a) 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 (b) in the event 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.

5. Buyer shall not permit construction on the premises out of which a mechanics or other lien could attach thereto without prior written consent of Seller.
6. Buyer shall receive possession of premises on or before the date on which interest begins except to the extent of possession by the current Lessee.
7. Buyer shall receive possession of fixtures and equipment permanently attached to the improvements, but until payment in full of the purchase price is made, none of the improvements, fixtures or equipment shall be removed from the premises without the prior written consent of Seller.
8. 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.
9. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Seller and Buyer.
10. Unless the provisions of this Agreement otherwise require, words importing the masculine gender shall include the feminine, words importing the singular number shall include the plural, and words importing the plural shall include the singular.
11. Time is of the essence of this Agreement.

ADDITIONAL PROVISIONS:

12. Buyer and Seller agree to pay all title expenses customarily assigned to each party.
13. Closing shall take place on November 16, 1995 at First American Title Company located in Deerfield, Illinois.
14. At closing Seller shall execute a Deed in favor of Buyer, same to be held in escrow by James J. Wochner until such time as Buyer has faithfully performed all obligations and made full payment as called for hereunder.
15. Buyer has inspected the property and agrees to close on this Agreement with the property in its current condition, normal wear and tear excepted.
16. Buyer has the right at any time or from time to time to prepay any portion or all of this Agreement without penalty.
17. Seller represents and warrants that no lien will be placed on the property by Seller without the express approval of Buyer.

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LEGAL DESCRIPTION

Lots 10, 11, 12 and 13 in Block 42 in Hulbert Milwaukee Avenue Subdivision in Section 25, Township 41 North, Range 12 East of the Third Principal Meridian and Section 30, Township 41 North, Range 13 East of the Third Principal Meridian according to the Plat thereof recorded April 18, 1923 as Document No. 7888051 in Cook County, Illinois.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 15th day of November, 1995.

SELLER:

BUYER:

WALID N. GHANTOUS, M.D. LTD. PENSION PLAN
WALID N. GHANTOUS,
Individually

THEODORE PROCIUK
THEODORE PROCIUK
POA

WALID N. GHANTOUS, M.D. LTD.
PENSION PLAN

This instrument was prepared by:
James J. Wochner, 707 Skokie Blvd.,
Suite 500, Northbrook, IL 60062

By Its Administrator
By Its Administrator



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