ARTICLES OF AGREEMENT FOR WARRANTY DEED

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1. Buyer, TOBIN KRUEGER, of 1921 S. Linden, Park Ridge, Illinois agrees to purchase, and the Seller, Frederick Krueger and Janis Krueger, of 8638 W. North Terrace, Niles, Illinois agrees to sell to the Buyer at a purchase price of One Hundred Thirty-Six Thousand Dollars (\$136,000.00) the property commonly known as 1921 S. Linden, Park Ridge, Illinois and legally known as follows:

Lot 4 10 Block 1 in Kinsey's Park Ridge subdivision of part of Sections 1 and 2, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, together with the east 1/2 of the vacated alley lying west of and adjoining Lot 4 in Block 1 in Kinsey's Park Ridge subdivision; aferesaid, as vacated by ordinance recorded August 18, 1950 as Forument No. 14880558 . DEFT-01 RECORDING

PIN: 12-01-301.008

DEPT-01 RECORDING #33.50
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COOK COUNTY RECORDER

with lot dimensions of approximately 53 feet x 133 feet, together with all improvement, and fixtures thereon, including the following, IF ANY, now on premises:

SCREENS; STORM WINDOWS & DOORS; SHADES; VENETIAN BLINDS; DRAPERY RODS; CURTAIN RODS; RADIATCK COVERS; ATTACHED TV ANTENNA; HEATING, CENTRAL COOLING, UNIT AIR CONDITIONERS, VENTILATING, LIGHTING & PLUMBING FIXTURES; ATTACHED MIRRORS; SHELVING; INTERIOR SHUTTERS; CABINETS & BOOKCASES; AWNINGS; PORCH SHADES; PLANTED VEGETATION; GARAGE DOOR OPENERS; FIREPLACE SCREENS; REFRIGERATOR; RANGE; DISHWASHER & DISPOSAL; TACKED DOWN CARPETING;

which shall be left on the premises and are included in the sale price and shall be transferred to the Buyer by Bill of Sale at the time of closing.

2. DEED

a. If the Buyer shall first make all payments and perform all the covenants and agreements in the agreement required to be made and performed by him, at the time and in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to Buyer or their nominee, by a recordable stamped general Warranty or Trustee's Deed with release of homestead rights, good title to the premises subject only to the following, if any: covenants, conditions and restrictions, of record; private, public and utility easements; roads and highways; party wall rights and

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agreements; existing leases and tenancies; special taxes or assessments for improvements not yet completed; unconfirmed special taxes or assessments; general real estate taxes for 1993 and subsequent years.

- b. The performance of all the covenants and conditions herein to be performed by Buyers shall be a condition precedent to Seller's obligation to deliver the deed aforesaid.
- 3. INSTALLMENT PURCHASE: Buyer hereby covenants and agrees to pay Frederick Krueger and Janis Krueger at 8638 W. North Terrace, Niles, Illinois, or such other place as Seller may from time to time designate in writing, real estate taxes and insurance escrows as set forth herein, and the purchase price and interest on the balance of the purchase price remaining from time to time unpaid from the date of the initial closing at the rate per annum as set forth below, all payable in the following manner, to wit:
- a. Buyer is to pay the sum of One Thousand Dollars (\$1,000.00) as earnest money to be applied on the purchase price at the time of exaction of this document;
- b. At the time of the initial closing, the sum of Nine Thousand Dollars (\$ 9,000.00) plus or minus prorations, if any, as is hereinafter provided
- c. The balance of the purchase price, i.e., One Hundred Twenty-Six Thousand Dollars (\$126,000.00), is to be paid in dollars and 41/100 (\$ 796.41) each based or a per annum rate of 6.50% commencing on the first day of Taxable 2001 of 6.50% commencing on the first day of Jakary 1994 and on the first day of each month thereafter for a period of sixty months with the final balloon payment of principal and interest due no later than becomber 1, 1999, if not sooner paid. Said payments are based on thirty (30) year amortization. Interest is being paid in arrears;
- d. All payments received hereunder shall be applied to the following order or priority: first, to interest accrued and owing on the unpaid principal balance of the purchase price: second, to pay, before they become delinquent, all taxes and assessments which, subsequent to the date of this Agreement, may be 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 balance of the purchase price.
- 4. CLOSING. The "initial closing" shall be on December 2, 1993, at a place to be mutually agreed upon by the parties' attorneys. The "Final Closing" shall occur if and when all

covenants and conditions herein to be performed by Buyers and Sellers have been so performed.

- 5. POSSESSION. Possession shall be granted to Buyer on the time and place of initial closing, provided that the full down payment minus not prorations due in favor of Buyer, if any, has been paid to Frederick Krueger and Janis Krueger, 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 AND ARTICLES OF AGREEMENT:
- a. It is understood that the premises is currently free of any mortgage liens in the Sellers' name.
- b. Seller and Buyer agree not to place any other or additional mortgage or Trust Deed on the premises during the term of this agreement.

7. SURVEY:

Prior to the Initial closing, the Seller will furnish a Survey performed by a licensed Illinois land surveyor showing that all improvements, including building, fences, patios, sidewalks and driveways are within the lot lines and showing no easement violations and no encreachments of improvements from adjoining properties. ANY SURVEY REQUIRED AT THE FINAL CLOSING SHALL BE BUYER'S RESPONSIBILITY.

8. TITLE:

- a. Seller shall furnish or cause to be furnished to Buyer or Buyer's attorney not less than Live days prior to the initial closing, evidence of title in Seller or Grantor.
- b. The Title Search shall be conclusive evidence of good and merchantable title subject only to the exceptions stated in Paragraph 2(a). If evidence of title discloses other defects, Seller shall have thirty (30) additional days to cure said defects and notify Buyer, but Buyer may take title with such other defects by notifying and tendering performance.
- 9. PRORATIONS: Real Estate taxes will be based on the most recently ascertainable real estate tax bill and prorated to the initial closing date. The real estate taxes for the portion of 1993 in which the Seller was solely responsible for the taxes will be reprorated at the time of the final closing to reflect the actual bill for 1993.
- 10. INSURANCE AND REAL ESTATE TAXES: Buyer shall be responsible for all real estate taxes, special assessments and insurance premiums pertaining to the premises from and after the date of delivery of possession to the Buyer and

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shall deposit with the Seller the sum of 1/12th of the estimated annual real estate taxes payable monthly along with the principal and interest payments as required herein, according to the most recent ascertainable tax bill from time to time within twenty (20) days of written notice of the actual tax bill accrued for any such installments, the balance, if any, due over and above the deposit held. Unless mutually agreed otherwise, in writing, the Seller shall pay or cause to be paid, from the real estate tax deposit escrow said installments when due and Seller shall provide the Buyers with a paid receipt for any payment or installment from time to time, upon request.

The Buyer shall be entitled to any and all real estate tax estate funds on deposit with Seller from and after the date of the initial closing herein upon the final closing of these Articles of Agreement and the ownership of said funds shall be then transferred to Buyer.

The Buyer shill also, from and after the date of the initial closing of these Articles of Agreement, be responsible for the payment of premiums on fire and extended insurance and shall deposit with the Seller the sum of 1/12th of the current estimated annual insurance premiums from time to time payable monthly along with the principal and interest payments due hereinder and pay for a deficiency, if any, within twenty (20) days of written notice of the actual insurance premiums over and above the deposit held by Seller. Proceeds from any insurance claim shall first go to repair, if possible, then to reduction of the principal outstanding due Seller and finally to Buyer. Any proceeds in the insurance escrow at the final closing of these Articles of Agreement shall be the croperty of Buyer and transferred to Buyer on said final closing.

Should any insurance required herounder not be provided or should any real estate tax installments due, not be paid, the Buyer, at his option, may place such insurance or pay said installment and charge the cost thereof against the Seller's account and at Buyer's option declare a default by Seller and seek any and all additional remedies available in law or equity.

11. DEFAULT: Buyer shall be deemed in default under this Agreement if any of either of their monthly installments of principal, interest, real estate or insurance tax ascrows are not paid to the Seller within ten (10) days of written notice to Buyers that a delinquency exists. The failure of Seller to strictly enforce this provision on any individual occasion shall in no way be deemed to be a waiver of Seller's rights hereunder with regard to future payments.

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- 12. REGISTRATION OF THIS AGREEMENT. Buyer may register this Agreement, or a Memorandum thereof, with the Recorder of Deeds of said County.
- 13. CURE OF DEFAULTS. Buyer shall have thirty (30) days to diligently undertake to cure and sixty (60) days to fully cure, any default under this Agreement, other than installment payment default which the Buyer shall have ten (10) days to cure. Said periods shall commence from the date of written notice of default given by Seller. No right or remedy shall be exercised by Seller as a result of any act or default by Buyer unless the aforementioned applicable period shall have elapsed and said default remains uncured by Buyer.
- 14. CONDITION OF PREMISES: Buyer shall keep the premises in good repair and shall suffer nor commit any waste on or to the premises. If Buyer fails to make any such repairs as Seller reasonably requires, after being requested in writing by Seller to make said repairs, or suffers or commits waste, Seller (after thirty (30) days have elapsed since delivery of the aforementioned request, and the continued failure of Buyers to diligently undertake to make such repairs or eliminate such waste) may make said repairs himself and the cost thereof shall become an addition to the purchase price immediately due and payable to Sellers with interest thereon at the rate of fifteen (15%) percent per annum.
- 15. TRANSFER OF ASSIGNMENT: Buyer shall not transfer or assign this Agreement, or any interest therein, without the previous written consent of Seller. In assignment or transfer without previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in the premises, but shall render this Agreement null and void at the election of Sellers. In the event the Buyer make a consented transfer or assignment of this Agreement, they shall remain liable for its faithful performance.
- 16. LEASING THE PREMISES: Buyer agree to occupy the pramises as their personal residence and agree not to execute any lease for the premises during the term of the Agreement.
- 17. REMEDIES: It is further expressly agreed between the parties hereto that the remedy of forfeiture shall not be exclusive of any other remedy, but the Seller or Buyer shall, in the case of default or breach, or for any other reason herein contained, have every other remedy given by this Agreement and by law or equity and have the right to maintain and prosecute any and every such remedy contemporaneously or otherwise with the exercise of the right of forfeiture or any right herein given.

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- 18. IMPROVEMENTS INURE TO SELLER: In the event of the termination of this agreement by forfeiture, all improvements whether finished or unfinished, which may be put upon the premises by Buyer shall belong to and be the property of Seller without liability or obligation on Seller's part to account to Buyer therefore or for any part thereof.
- 19. EXFENSES IN DEFAULT SITUATION: A party in default under this agreement shall pay to the non-defaulting party all costs and expenses including attorney's fees incurred by the non-defaulting party in enforcing any of the covenants and provision of this Agreement and incurred in any action brought by the non-defaulting against the party in default on account of the provisions hereof and all such costs, expenses and attorney's fees may be included in any judgment entered in any proceedings brought by the non-defaulting party against the party in default under this Agreement.
- 20. SELLER'S CONSENT FOR MAJOR IMPROVEMENTS: Every contract for repairs and improvements on the premises of a structural nature or in an amount in excess of \$ 500.00 shall first be approved by Seller in writing.
- 21. MECHANIC'S LIENS: Buyer and Seller shall not suffer or permit any mechanic's lien or any other lien to attached to or be against the premises.
- 22. NO MODIFICATION TO AGREEMENT UNLESS IN WRITING: No extension, change, modification or amendment to or of this Agreement, of any kind whatsoever shall be made or claimed by a party, and no notice of any extension, change, modification or amendment, made or claimed by a party, shall have any force or effect whatsoever unless it shall be endorsed in writing on this Agreement and be signed by the parties hereto.
- 23. SINGULAR/PLURAL: If there are more than one person designated herein as Seller or as Buyer, such word of words wherever used herein and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as plural.
- 24. NOTICES: All notices and demand hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 8638 W. North Terrace, Niles, Illinois or to Buyer at 1921 S. Linden, Park Ridge, Illinois, or to the last known address of either party, shall be sufficient service thereof. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.
- 25. TIME IS OF THE ESSENCE: The time of payment shall be of the essence of the contract, and the covenants and

agreements contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

26. UNENFORCEABILITY OR INVALIDITY OF A PROVISION: The unenforceability or invalidity of any provisions or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

27. DECLARATION OF FORFEITURE: In the event of Buyer's failure to make any of the payments required hereunder, or any part thereof, or perform any of the Buyer's covenants hereunder, the Buyer continued failure to make said payments or to perform said covenants, after due notice of default, and within the limits of covenants after due notice of default, and within the limits of covenants after due notice of default, and within the limits of covenants after due notice of default, and within the limits of covenants after due notice of default, and default shall become a default and Seller may declare this agreement forfeited. In the event that Seller shall declare a forfeiture, Muyer shall forfeit all payments made on this agreement and such payments shall be retained by Seller, and in such event Seller shall have the right to re-enter and take possession of the premises.

IN WITNESS WHEREOF, the parties hareto have set their hands and seals this ________, 1993.

seller: Fishenk Kunger

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Buyer: John Mulger

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