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AGREEMENT, made this 9th day of December, 19 91, between  
JESSE C. BRANCH and MARY LEE BRANCH, his wife, Seller, and  
ARTHUR G. BRANCH Purchaser:

WITNESSETH, that if Purchaser shall first make the payments and perform Purchaser's covenants hereunder, Seller hereby covenants and agrees to convey to Purchaser in fee simple by Seller's Warranty recordable warranty deed, with waiver of homestead, subject to the matters hereinafter specified, the premises situated in the County of Cook and State of Illinois described as follows:

Lot 46 in Block 22, in Dauphin Park Addition, being a Subdivision of the East Half (1/2 of the North East Quarter (1/4) of Section 3, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

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COOK COUNTY RECORDER

Permanent Real Estate Index Number(s): 25-03-223-017-0000  
Address(es) of premises: 700 East 90th Street (or 8955 S. Langley Ave.), Chicago, Illinois 60628

and Seller further agrees to furnish to Purchaser on or before December 9, 19 91, at Seller's expense, the following evidence of title to the premises: (a) Owners title insurance policy in the amount of the price, issued by CHICAGO TITLE INSURANCE COMPANY (b) ~~CHICAGO TITLE INSURANCE COMPANY~~ showing merchantable title in Seller on the date hereof, subject only to the matters specified below in paragraph 1. And Purchaser hereby covenants and agrees to pay to Seller, at such place as Seller may from time to time designate in writing, and until such designation at the office of Jesse C. Branch,

the price of FORTY SEVEN THOUSAND AND NO/100 (\$47,000.00) [plus or minus prorations] Dollars in the manner following, to-wit:

(A) the sum of TWO THOUSAND DOLLARS (\$2,000.00) at the date of initial closing; and (B) the balance of FORTY FIVE THOUSAND AND NO/100 (\$45,000.00) [plus or minus prorations] in monthly installments of principal and interest in the amount of FOUR HUNDRED FORTY NINE AND 93/100 DOLLARS (\$449.93), or more, commencing January 1, 1992, with interest at the rate of ten per cent per annum payable monthly on the whole sum remaining from time to time unpaid. Unless sooner paid the balance of the purchase price shall be due on December 1, 2010.

Possession of the premises shall be delivered to Purchaser on the date of initial closing, provided the amount set forth in "(A)" above has been paid, and provided that Purchaser is not then in default under this agreement. Seller may impose a "late charge" of 5% of any installment not received within 5 days of due date. Rents, water taxes, insurance premiums and other similar items are to be adjusted pro rata as of the date provided herein for delivery of possession of the premises. General taxes for the year 1991 are to be prorated from January 1 to such date for delivery of possession, and if the amount of such taxes is not then ascertainable, the prorating shall be done on the basis of the amount of the most recent ascertainable taxes. Seller shall hold such tax credit in escrow for Purchaser. It is further expressly understood and agreed between the parties hereto that:

1. The Conveyance to be made by Seller shall be expressly subject to the following: (a) general taxes for the year 1991 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof; (b) ~~special assessments to be levied after the date hereof~~ (c) the rights of all persons claiming by, through or under Purchaser; (d) easements of record and party-walls and party-wall agreements, if any; (e) building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances; (f) roads, highways, streets and alleys, if any;

2. Purchaser shall pay before accrual of any penalty any and all taxes and installments of special assessments pertaining to the premises that become payable on or after the date for delivery of possession to Purchaser, and Purchaser shall deliver to Seller duplicate receipts showing timely payment thereof. Escrow held by Seller shall be used for such payments

3. Purchaser shall keep the buildings and improvements on the premises in good repair and shall neither suffer nor 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 an addition to the purchase price immediately due and payable to Seller, with interest at eleven per cent per annum until paid.

4. Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to or be against the premises, which shall or may be superior to the rights of Seller.

5. Every contract for repairs and improvements on the premises, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim or right of lien against the premises and no contract or agreement, oral or written, shall be made by Purchaser for repairs or improvements upon the premises, unless it shall contain such express waiver or release of lien upon the part of the party contracting, and a signed copy of every such contract and of the plans and specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller.

6. Purchaser shall not transfer or assign this agreement or any interest therein, without the previous written consent of Seller, and any such assignment or transfer, without such 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 contract null and void, at the election of Seller; and Purchaser will not lease the premises, or any part thereof, for any purpose, without Seller's written consent.

7. No right, title or interest, legal or equitable, in the premises, or any part thereof, shall vest in Purchaser until the delivery of the deed aforesaid by Seller, or until the full payment of the purchase price at the times and in the manner herein provided.

8. No extension, change, modification or amendment to or of this agreement of any kind whatsoever shall be made or claimed by Purchaser, and no notice of any extension, change, modification or amendment, made or claimed by Purchaser, shall have any force or effect whatsoever unless it shall be endorsed in writing on this agreement and be signed by the parties hereto.

9. Purchaser shall keep all buildings at any time on the premises insured in Seller's name at Purchaser's expense against loss by fire, lightning, windstorm and extended coverage risks in companies to be approved by Seller in an amount at least equal to the sum remaining unpaid hereunder, which insurance, together with all additional or substituted insurance, shall require all payments for loss to be applied on the purchase price, and Purchaser shall deliver the policies therefor to Seller.

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10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated to pay hereunder, Seller may elect to pay such items and any amount so paid shall become in addition to the purchase price immediately due and payable to Seller at interest at eleven percent per annum until paid.

11. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of Purchaser's covenants hereunder, this agreement shall, at the option of Seller, be forfeited and determined, and Purchaser shall forfeit all payments made on this agreement, and such payments shall be retained by Seller in full satisfaction and as liquidated damages by Seller sustained, and in such event Seller shall have the right to re-enter and take possession of the premises aforesaid. No forfeiture shall be declared and no suit by Seller on account of any default, breach or violation by Purchaser in any of the provisions hereof, this agreement shall be null and void and be so conclusively determined by the filing by Seller of a written declaration of forfeiture hereof in the Recorder's office of said County.

13. In the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, which may be put upon the premises by Purchaser shall belong to and be the property of Seller without liability or obligation on Seller's part to account to Purchaser therefor or for any part thereof.

14. Purchaser shall pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in any action or proceeding to which Seller may be made a party by reason of being a party to this agreement, and Purchaser will pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in enforcing any of the covenants and provisions of this agreement and incurred in any action brought by Seller against Purchaser on account of the provisions hereof, and all such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought by Seller against Purchaser on or under this agreement.

15. The remedy of forfeiture herein given to Seller shall not be exclusive of any other remedy, but Seller shall, in case of default or breach, or for any other reason herein contained, have every other remedy given by this agreement or by law or equity, and shall 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 other right herein given.

16. Purchaser hereby irrevocably constitutes any attorney of any court of record, in Purchaser's name, on default by Purchaser of any of the covenants and agreements herein, to enter Purchaser's appearance in any court of record, waive process and service thereof and confess judgment against Purchaser in favor of Seller, or Seller's assigns, for such sum as may be due, together with the costs of such suit, including reasonable attorney's fees, and to waive all errors and right of appeal from such judgment or judgments; Purchaser hereby expressly waiving all right to any notice or demand under any statute in this State with reference to such suit or action. If there be more than one person above designated as "Purchaser" the power and authority in this paragraph given is given by such persons jointly and severally. Purchaser, however, DOES NOT waive any rights granted to Purchaser under Illinois statutes relating to mortgages, deeds, conveyances, or contracts. If there be more than one person designated herein as Seller or as Purchaser, such words or words wherever used herein and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as plural.

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 6101 Pigeon Drive, Pine Bluff, Arkansas 71603 or to

Purchaser at 222 East 9<sup>th</sup> Street, Chicago, Illinois, or to the last known address of either party, shall be sufficient notice thereof. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.

19. The time of payment shall be of the essence of this contract, and the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

20. Seller warrants to Purchaser that no notice from any city, village or other governmental authority of a dwelling code violation which existed in the dwelling structure before the execution of this contract has been received by the Seller, his principal or his agent within 10 years of the date of execution of this contract.

21. If any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this agreement.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the day and year first above written. THIS AGREEMENT IS SUBJECT TO CONDITIONS ON RIDER ATTACHED HERETO.

Sealed and Delivered in the presence of

*JAMES L. FERSTEL*

**JAMES L. FERSTEL**  
 Attorney at Law  
 Suite 822 - 79 West Monroe Street  
 Chicago, Illinois 60603

*Jesse C. Branch* (SEAL)  
*Mary Lee Branch* (SEAL)  
*Arthur G. Branch* (SEAL)

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Received on within Agreement  
 the following sums

DATE	INTEREST	PRINCIPAL	RECEIVED BY

GEORGE E. COLES  
 LEGAL FORMS

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## RIDER TO ARTICLES OF AGREEMENT FOR DEED

R-1 For the purposes of this contract, the term "merchantable title" shall be construed as a legal or equitable interest in the subject property which can be perfected by the payment of money at the time of closing, provided the amounts to be paid by Purchaser at such time are paid. The term "initial closing" shall refer to the date upon which Seller shall deliver possession of the premises to Purchaser and Purchaser shall have executed and delivered to Seller a Judgment Note in the amount of the balance of the purchase price as herein determined, an Assignment of Rents and evidence of insurance, and the parties shall have executed and exchanged executed copies of the within Agreement. "Final Closing" shall refer to the date upon which the Seller shall deliver to Purchaser the conveyance by deed provided for herein, together with such closing documents required to convey merchantable title, and Purchaser shall pay the balance of any portion of the purchase price remaining unpaid, together with any other amounts provided for in the contract. Monthly principal and interest payments have been computed on the basis of an 18 year amortization schedule. Interest attributable to the first and final payments may be adjusted where necessary. Final Closing shall take place only after Purchaser has paid the full balance due hereunder. Seller shall pay the state and county transfer taxes relating to the within agreement; Purchaser shall pay the City of Chicago transfer tax. Purchaser shall pay any further or "later date" charges for title insurance which may be incurred subsequent to Seller's having furnished the title insurance commitment provided for under the Agreement. Purchaser shall be responsible for securing the City of Chicago Water Department certification and any registration which may be required under City of Chicago ordinance at the Final Closing. Purchaser may, at his option, secure independent financing to pay the balance of the purchase price and amounts required to be paid under this Agreement.

R-2 Any notice which is to be served upon a party under the Agreement shall also be served upon the attorney for such party if designated below, or as designated at any time hereafter in writing by any such party. Any such notice shall be in writing and shall be effective as of the date of personal delivery, or five calendar days after the mailing such written notice by certified or registered mail, return receipt requested. A preliminary service of such notice may be made upon the attorney for the party being notified by transmittal and receipt of a facsimile (FAX) copy of such notice, followed by the mailing of such written notice as otherwise provided for herein.

R-3 No credit for real estate taxes will be paid to the Purchaser at the time of initial closing, as the Seller will hold such amount in escrow for payment of such taxes as may fall due, provided that Purchaser shall pay monthly to Seller an amount equal to 1/12th of the last ascertainable real estate taxes (1990) as a reserve for taxes not yet due or payable, to be held by Seller in escrow, without interest, for the benefit of the parties, to be utilized for the payment of any real estate tax installment when due. It shall be the obligation solely of the Purchaser to furnish to Seller not less than ten (10) days prior to the due date of any installment of taxes, an official tax bill for such installment issued by the County Collector. Any interest which may accrue on such installment of taxes for failure to furnish the said tax bill to the Seller, shall be paid by Purchaser. Purchaser shall have the right to contest any real estate

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assessment during such period of time that the within Agreement is in force. In the event the Purchaser shall fail to file a complaint contesting any such assessment, Seller shall have the right to file such complaint. Seller may waive the provisions of this paragraph requiring monthly escrow payments.

R-4 The parties acknowledge and represent to each other that no sales agent or broker is involved in the within transaction.

R-5 As additional security for the payment of the balance of the purchase price, Purchaser shall execute in favor of Seller an assignment of rents covering all leases or tenancies which may be in effect covering the subject premises from time to time during the time the balance of the sale price remains unpaid. Such assignment shall not, however, be enforced by Seller unless Purchaser is in default under the terms of the Agreement for a period thirty of (30) days and such default has not been cured within that time.

R-6 At the time of Initial Closing, the balance of the purchase price, to wit, \$45,000.00, shall be secured by a Judgment Note, providing for the monthly installments of principal and interest due under the within contract. At the time of Final Closing, such Judgment Note shall be cancelled, provided all payments due hereunder have been paid. The Final Closing shall take place at the office of the title insurer in such form of escrow as may facilitate the transfer and recording of documents and any amounts then due to the respective parties.

R-7 When requested, Purchaser shall furnish to Seller a true copy of any insurance policy required by Seller to be maintained under the within Agreement. In any event, Purchaser shall maintain property casualty and extended coverage insurance, together with liability coverage, such coverage to be not less than the unpaid balance of the purchase price as to property and extended coverage, and limits of not less than \$500,000/\$500,000 as to liability. Each policy shall name the Seller as title holder.

R-8 The Seller may adjust the escrow reserve amount, from time to time, required to be paid monthly, based upon any increase or decrease in the projected amount of real estate taxes to be paid. In the event of any deficiency in such accrued escrow, based upon insufficient funds available to pay any tax when due, Purchaser shall cure such deficiency within twenty (20) days of receipt of notice by Seller of such deficiency.

R-9 The parties further agree that the within contract supersedes all prior contracts between the parties, and represents the final agreement between Seller and Purchaser. Purchaser has the further right to prepay all or any part of such unpaid balance of the purchase price at any time prior to the final closing without penalty, except that any default interest or other penalty provided for herein shall first be added to such unpaid balance and such prepayment shall be first applied to payment of such penalty or interest prior to reduction of any principal balance.

R-10 The Purchaser may not transfer, assign title to the premises, or any legal or equitable interest therein, enter into any agreement for deed, or encumber the premises (other than by a mortgage, the proceeds of which are designated

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to pay the unpaid amount due under the within Agreement) by any instrument which does not state that it is junior or subject to the within Agreement; and any contract for repair or improvements of the premises in excess of \$2,000.00, are subject to approval by Seller (which shall not be unreasonably withheld), and shall provide for a waiver of all mechanic's lien claims therein.

R-11 A late payment of 5% of the amount of any monthly installment payment of principal or interest, or any other payment required to be made under this Agreement, when due, may be added by Seller in the event such payment is not received by Seller within five calendar(5) days after the due date of any such payment. The imposition of such late charge shall not, however, extend the due date of any such payment or of any succeeding payment when due.

R-12 The parties agree that any improvements or fixtures or equipment which have been made or installed in or on the subject premises either prior to or subsequent to the execution of this contract shall, in the event of foreclosure of the within Agreement or the premises are abandoned, remain as a part of the building premises and shall not be removed by Purchaser during any time that the Seller shall have any interest in the building premises or while any portion of the amount of the unpaid purchase price under this contract.

R-13 The Purchaser shall, during the period of time that this Agreement is in force and effect, maintain policies of insurance, for fire, extended coverage and public liability, in amounts not less than the unpaid balance herein for property and \$500,000 for liability coverage, as stated above. Such policies shall designate the Seller as title holder, and certificates of all such policies shall be delivered to Seller at Seller's request.

R-14 For the purposes of this contract the parties designate the following as their respective attorneys:

SELLER

PURCHASER

R-15 Any provisions of this contract or Rider which require the performance of any act or forbearance on the part of any party, as set forth herein, shall survive the closing, and shall continue to be the obligation of the party so designated, whether or not the requirement of such action or such forbearance is set forth in any other documents executed by the parties.

R-16 The addresses following the signatures of the parties below shall constitute the legal address of such party for the service of any notice hereunder. The parties further represent that the Federal Employer Identification or Social Security Numbers of the respective parties as shown are correct for any report which may be required to be filed with the Internal Revenue Service, and each party authorizes the other to file any report required by Internal Revenue Service in connection with this transaction..

SELLER:

PURCHASER:

Jesse Branch  
(Signature)

432-33-5297  
S.S.N.

Arthur B. Bunch  
(Signature)

348-38-4237  
S.S.N.

Mary Lee Bunch  
(Signature)

S.S.N.

222 E. 96th St - Chicago, Ill  
Address

6161 Riverside Drive  
Address

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MAIL TO:

**JAMES L. FERSTEL**  
Attorney at Law  
Suite 822 - 79 West Monroe Street  
Chicago, Illinois 60603