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ARTICLES OF AGREEMENT FOR WARRANTY DEED

This Agreement is made as of May 30, 1995, by and between STANLEY BILECKI and RENA O. BILECKI, hereinafter referred to as "Seller" and RAMON M. AGUAYO and NICOLE AGUAYO, hereinafter referred to as "Purchaser".

W I T N E S S E T H

1. Seller agrees to sell and Purchaser agrees to purchase in accordance with the terms and conditions of this Agreement, the real estate commonly known as 340 East 136th Street, Chicago, Illinois and legally described as follows:

Lot 7 in Block 2 in the Subdivision of the 307.6 feet east of and adjoining the West 4 acres of Lot 9 in Dolton's Subdivision of part of the West half of the South West quarter of Section 34, Township 37 North, Range 14 East of the Third Principal Meridian, (except the Railroad) in Cook County, Illinois.

PSN: 25-34-309-020
Purchaser shall also be given a Bill of Sale for the personal property on the premises referred to in paragraph 9 hereof.

2. Purchaser hereby covenants and agrees to pay to Seller at such price as Seller may from time to time designate in writing, and until such designation at 1444 Cedar Lane, Dandridge, Tennessee 37725, the total purchase price of Twenty-Four Thousand and no/100 Dollars (\$24,000.00) as follows:

a. Ten Thousand Dollars (\$10,000.00) upon Initial Closing Date on May 31, 1995, hereinafter also referred to as Possession Date.

b. Fourteen Thousand Dollars (\$14,000.00), being the principal balance to be payable in twenty-four (24) equal consecutive monthly installments of One Hundred Seventy-Seven and

**ATTORNEYS' NATIONAL
TITLE NETWORK**

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thirty-five/100 Dollars (\$177.35) commencing on the first day of June, 1995 and on the first day of each month thereafter, with interest on the principal sum remaining unpaid from time to time at the rate of nine percent (9%) per annum amortized for a ten (10) year period with a final payment of Twelve Thousand, One Hundred Ninety-Six and five/100 Dollars (\$12,196.05), due on the first day of July, 1997.

c. If any payment is not received on or before the tenth (10th) day of each month, a five percent (5%) per month late fee shall be imposed.

d. Purchaser shall have the right at any time hereafter to accelerate and pay in full the entire principal balance without premium or penalty, provided, however, that the contract is not in default.

3a. From and after the Initial Closing Date, for so long as Purchaser is not in default hereunder, Purchaser shall have right to possession of the property.

b. The unpaid balance due and owing under this Agreement shall be due on July 1, 1997, hereinafter Conveyance Date and at that time Purchaser shall pay to Seller, by certified or cashier's check, the final payment of all sums then outstanding hereunder as provided in paragraph 2b above.

c. Upon the payment of all amounts due under the Agreement, Seller shall deliver to Purchaser:

- i. Warranty Deed
- ii The documents held by the escrowee pursuant to paragraph 8 hereunder;

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4. Purchaser shall be responsible for the payment of all real estate taxes levied against the premises and allocable to the period following the Possession Date and present proof of payment to Seller within 30 days after tax payment is due. Seller's responsibility for all real estate taxes due in respect of the premises for the period prior to the Possession Date shall be paid by giving Purchaser a credit toward payment of the 2nd installment of the 1994 taxes and the 1995 taxes computed ratably based upon the last ascertainable tax bill.

5a. On the Possession Date, title to the premises will be shown in the name of the Seller subject only to:

- i. General taxes for 1994 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof;
- ii. The rights of all persons claiming by, through or under Purchaser and acts of Purchaser;
- iii. Easements for public or quasi-public utilities;
- iv. Covenants, conditions and restrictions of record which do not contain a reverter or interfere with the current use of the land;
- v. Any defects or liens which occur or arise subsequent to the date hereof and not as a result of conduct of or attributable to Seller;
- vi. Road and highways.

b. At least one (1) day prior to Possession Date, Seller shall deliver to Purchaser a commitment for an ALTA Contract Purchaser's Policy issued by Attorneys' National Title Network, Inc., in the amount of the purchase price showing title to the premises in the Seller subject only to:

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- i. Title exceptions described in subparagraph 5a above;
- ii. Any exception to title which the title company insures against loss or damage;
- iii. Title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which shall be paid in full and released of record by Seller on the Possession Date. The title commitment shall be conclusive evidence of good title as therein shown as to all matters to be insured by said policy subject only to the exceptions therein stated.

6. Prior to or on the Conveyance Date, the Seller, at Purchaser's option and expense, shall deliver to Purchaser a later-date of the title commitment, showing title to the real estate subject only to the title exceptions permitted by paragraph 5 above.

7. Seller agrees that it will not transfer, convey, lease, mortgage, pledge, hypothecate or otherwise encumber the real estate, so long as this Agreement is in full force and effect without the written consent of Purchaser, which shall not be withheld unreasonably. Purchaser agrees that it will not encumber the premises so long as this Agreement is in full force and effect without the written consent of the Seller, which shall not be withheld unreasonably. Purchaser will not transfer or convey any interest in the premises for so long as this agreement remains in effect.

8. On the Possession Date, the Warranty Deed together with appropriate transfer declarations and Affidavit of Title and Bill of Sale as executed by the Seller shall be deposited by Seller

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with Nagel and Gyarmathy, Ltd., as escrowee pursuant to instructions which shall authorize the escrowee to deliver such documents to Purchaser only upon and subject to concurrent payment by Purchaser to Seller of the outstanding principal balance of the purchase price, and all other sums due and owing to Seller by Purchaser under this Agreement.

9. The Bill of Sale to be provided will include the following:

- a. All light and electrical fixtures;
- b. All screens and storm windows presently in the home;
- c. All window treatments presently in the home;
- d. The hot water heater and furnace.

10. Purchaser shall keep the building 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 eliminate such waste, then upon written notice to Purchaser by Seller and Seller's repair, the cost thereof shall become an addition to the purchase price immediately due and payable to Seller. Purchaser shall have the right to make repairs and improvements to the property including remodeling, but any remodeling involving structural change shall require the Seller's prior written consent, which consent shall not be unreasonably withheld. All improvements, repairs and remodeling shall comply with the Building Code for the City of Chicago and shall be performed in a good and workmanlike manner.

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11. Purchaser shall not suffer nor permit any mechanic's lien or other lien to attach to or be against the premises. Every contract entered into by the Purchaser 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 liens or claim or right of lien against the property, and no contract or agreement, oral or written, shall be executed by the Purchaser for repairs or improvements upon the property aforesaid, unless it shall contain such express waiver or release of lien upon the part of the party contracting, and a copy of each and 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.

12. During the term of this Agreement, Purchaser shall, at Purchaser's expense, keep all buildings on the premises insured in Seller's and Purchaser's names, as their interests may appear, against loss by fire, lightning, windstorm and extended coverage risks in companies to be approved by Seller in an amount at least equal to \$24,000.00, which insurance, together with any additional or substituted insurance, shall require all payments for loss to be applied either on the balance of the purchase price, or to restore the premises, as Purchaser shall determine and Purchaser shall deliver copies of the policies to Seller and shall deliver evidence of subsequent premium payments as they become due and of the annual renewal of such insurance policies. The policies shall include general liability insurance indemnifying and insuring Seller with

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limits of \$100,000.00 per person and \$300,000.00 per occurrence for injury or death resulting from casualty in or about the property and adjacent sidewalks. Proof of insurance must be submitted at the Initial Closing.

13. In the event that any duly authorized governmental agency shall take any part or all of the demised premises by way of condemnation for street, alley or highway or other purposes, the award therefor shall be disposed of as follows:

- a. The Seller shall apply any award toward the reduction of the principal remaining unpaid at the time of the award; and
- b. The Purchaser shall receive the balance of the award.

14. Seller warrants to Purchaser that no notice from any city, village or other governmental authority of any building code violation has heretofore been issued and received by the owner or his agent with respect to any structure on said real estate.

15. 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.

16a. The Purchaser shall have the right to possession of the premises covered hereby and the Purchaser shall remain in possession thereof so long as Purchaser shall not be in default in the making of any of the payments or in the keeping of any of the terms of this Agreement; provided, however, that upon default by the Purchaser in the making of any of the payments, then the Seller, at his option, may forfeit and terminate this Agreement and

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declare the same null and void, but only in accordance with Illinois Statutes, and only upon sixty (60) days prior notice to Purchaser of intent to declare a forfeiture, in which event Seller shall have the right to re-enter and take possession of the property pursuant to said Statute. Purchaser may cure any and all defaults during the notice period.

b. In the event this Agreement shall be declared null and void 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.

17. It is further expressly agreed between the parties hereto that the remedy of forfeiture herein given to the Seller shall not be exclusive of any other remedy, but that the Seller shall in case of default or breach, or for any reason herein contained, have every other remedy given by this Agreement and 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.

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

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19. Purchaser shall pay to Seller all reasonable costs and expenses, including reasonable attorney's fees, incurred by Seller in any action or proceeding to which Seller may be made a party by reason of the action or fault of Purchaser and after written notice and demand by Seller, or 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 reasonable 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.

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

21. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by certified mail to Seller or to Purchaser as indicated below, or to the last known address of either party, as well as facsimile transmission, shall be sufficient service thereof.

SELLER:

Stanley Bilecki
Rena O. Bilecki
1444 Cedar Lane
Dandridge, TN 37725

PURCHASER:

Ramon Aguayo
Nicole Aguayo
342 E. 136th St.
Chicago, IL 60627

ESCROWEE:

Nagel and Gyarmathy, Ltd.
460 East 162nd Street
South Holland, IL 60473

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22. If there is more than one person designated herein, the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as plural. Wherever the masculine gender is used herein, it shall also be read and construed as the feminine as the case may be.

23. Purchaser will not create or maintain any nuisance or waste on the premises or use the premises in an illegal, unlawful or hazardous manner.

24. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, estates, legacies, legal representatives, successors and assigns.

25. Separate copies of this Agreement may be signed with the same force and effect as though all the signatures were appended to one original instrument.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals this 30 day of May, 1995.

SELLER:

PURCHASER:

Stanley Bilecki
STANLEY BILECKI

xRamon Aguayo
RAMON AGUAYO

Rena O. Bilecki
RENA O. BILECKI

Nicole Aguayo
NICOLE AGUAYO

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This document prepared by Joseph A. Lymathy, Esq.
4460 E 16 2nd St.
So. Holland Il 60473

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STATE OF ILLINOIS)
COUNTY OF COOK) ss

I, the undersigned, a Nctary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that STANLEY BILECKI and RENA O. BILECKI, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 30 day of May, 1995.

OFFICIAL SEAL
JOSEPH A GYARMATHY
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. FEB. 19, 1999

Joseph A Gyarmathy
NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF COOK) ss

DEPT-01 RECORDING \$43.50
T40001 TRAN 5533 09/05/96 15:48:00
#2222 RC *-96-680540
COOK COUNTY RECORDER \$40.00

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that RAMON AGUAYO and NICOLE AGUAYO, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 30 day of May, 1995.

OFFICIAL SEAL
JOSEPH A GYARMATHY
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. FEB. 19, 1999

Joseph A Gyarmathy
NOTARY PUBLIC

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Mail to:

Joseph A. Gyarmathy, Esq.

460 E 162nd St.

South Holland IL 60473



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