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CAUTION: Certain provisions of this form, including purchase price and taxes, are excluded

AGREEMENT, made this 30th day of January, 1996 between American National Bank & Trust Company of Chicago As Successor Trustee To First Chicago Trust Company of Illinois As Successor Trustee To Oak Park Trust & Savings Bank, Trustee under Trust agreement Dated 4/24/79 As Trust No. 8206 and Beverly Schwartz (collectively "Seller") and V. Brooks Tottlebensmith and Kristin Tottlebensmith (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 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:

7586158 D-1 J. B. B.

LOT 4 IN BARTELEME'S SUBDIVISION OF LOT 5 IN THE SUBDIVISION OF L. C. PAINE FREER (RECEIVER) OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

6540 N Glenwood
Chicago, Ill 60626

31
36

and Seller further agrees to furnish to Purchaser on or before final closing, KY, 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 Co., (b) certificate of title issued by the Registrar of Titles of Cook County, Illinois, (c) merchantable abstract of title showing merchantable title in Seller on the date hereof, subject only to the matters specified below in paragraph 4. 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

DEPT-01 RECORDING \$39.00
T#0012 TRAM 8976 02/01/96 12:00:00
#3714 # CG # -96-086233
COOK COUNTY RECORDER
DEPT-10 PENALTY \$36.00

the price of TWO HUNDRED THOUSAND DOLLARS (\$200,000)
Dollars in the manner following, to-wit:

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

with interest at the rate of 10 per cent per annum payable from February 1, 1996 up to and through February 1, 1997
on the whole sum remaining from time to time unpaid.
Possession of the premises shall be delivered to Purchaser on February 1, 1996

provided that Purchaser is not then in default under this agreement.
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 1996 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. (calculated as 110% of most recent taxes).
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 1996 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof; (b) all installments of special assessments heretofore levied falling due after 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.

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 10 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 before it is executed.

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.

*Strike out all but one of the clauses (a), (b) and (c).

BOX 333-CTI

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RIDER ATTACHED TO AND MADE A PART OF INSTALLMENT AGREEMENT FOR WARRANTY DEED (hereinafter "Agreement") DATED JANUARY 30, 1996 BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS SUCCESSOR TRUSTEE TO FIRST CHICAGO TRUST COMPANY OF ILLINOIS AS SUCCESSOR TRUSTEE TO OAK PARK TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 24, 1979 KNOWN AS TRUST NO. 8206 and BEVERLY SCHWARTZ (collectively as "Seller") and V. BROOKS TOTLEBENSMITH and KRISTIN K. TOTLEBENSMITH (collectively as "Purchaser").

This rider, dated January 30, 1996 by and between American National Bank and Trust Company of Chicago as successor trustee to First Chicago Trust Company of Illinois as successor trustee to Oak Park Trust & Savings Bank, as trustee under trust agreement dated April 24, 1979 known as Trust No. 8206, and Beverly Schwartz (collectively as Seller) and V. Brooks Totlebensmith and Kristin K. Totlebensmith (collectively as Purchaser) shall be attached to and made a part of an Installment Agreement for Warranty Deed (hereafter "Agreement"), dated January 30, 1996 between the Seller and the Purchaser. The following terms of this Rider shall be incorporated into and shall become a part of the Agreement and shall follow the numbering sequence therein. To the extent that any provisions of this Rider are inconsistent with the provisions of the Agreement the provisions of the Rider control.

22. That the total purchase price of the aforesaid property and the total price which is the subject of this Agreement shall be TWO HUNDRED THOUSAND DOLLARS (\$200,000) and that said amount shall be paid over to Seller by Purchaser as follows:
- A. The Purchaser shall tender a payment of TEN THOUSAND DOLLARS (\$10,000) to the Seller by no later than February 1, 1996. The remaining balance due to Seller from Purchaser under this Agreement shall be paid by Purchaser to Seller as follows:
- (i) twelve (12) equal monthly installments of Three Thousand, three hundred and thirty-two dollars and .02/100 (\$3,332.02) payable on the first (1st) day of each month beginning March 1, 1996 to and including February 1, 1997.
 - (ii) a final payment of One Hundred and Eighty-four Thousand, two hundred and thirty-nine Dollars and .73/100 (\$184,239.73) payable on February 1, 1997.
23. All payments received by Seller under this Agreement shall be applied by Seller first to the amount of any interest owed by the Purchaser and then to the amount of any principal owed by the Purchaser.

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24. The Purchaser shall promptly pay when due the principal and interest indebtedness evidenced by this Agreement dated January 30, 1996 and signed and executed by the Seller and the Purchaser and late charges of ten percent (10%) per payment if Purchaser shall fail to make any payment due under this Agreement within seven (7) days of its due date.
25. At such time as the Purchaser is not in default under the terms of this Agreement the Purchaser shall have the privilege of making prepayments on the principal indebtedness (in addition to the required payments) without the Purchaser having to pay any type of prepayment penalty or fee.
26. Upon payment in full of all sums secured by this Agreement, the Seller shall promptly refund to Purchaser any Funds held by Seller and due to Purchaser.
27. As part of the foregoing monthly payment as stated in Paragraph 22 (A)(i) the Purchaser shall deposit with the Seller 1/12 of the last current tax bill on the first day of each month, and further agrees to deposit with Seller any tax deficiency which may occur as a result of any increase in taxes within sixty (60) days after receiving a letter showing such increase and demanding payment of the same and producing a tax bill; if said taxes are not paid within the allotted time, the Seller has the right to declare this Agreement null and void and may terminate this Agreement. Furthermore, the Purchaser agrees to be responsible for any and all increases in taxes accruing from February 1, 1996 and further agrees to increase his monthly tax payment to cover any and all increases in taxes, for which Purchaser has received notice and demand, as set out aforesaid which may accrue on this property so long as this Agreement is in existence.
28. If the Purchaser fails to perform any of the covenants and agreements contained in this Agreement, or if any action or proceeding is commenced which materially affects the Seller's interest in the Premises, then the Seller, at Seller's option, upon four (4) business days written notice to the Purchaser, may make such appearance, disburse such sums, including reasonable attorneys fees, and take such action as is necessary to protect Seller's interest.
- Any amounts disbursed by the Seller pursuant to this Paragraph 28, with interest thereon, at the rate specified in this Agreement, shall become additional indebtedness of Purchaser secured by this Agreement. Unless Purchaser and Seller agree to other terms of payment, such amounts shall be payable upon notice from Seller to Purchaser requesting payment thereof. Nothing contained in this Paragraph 28, shall require Seller to incur any expense or take any action hereunder.
29. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Seller pursuant to the terms of any mortgage, deed of trust or other security agreement with a lien which has

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priority over this Agreement. The amount of any indebtedness due from the Purchaser to Seller under this Agreement shall be reduced accordingly by the amount of any condemnation proceeds received by the Seller.

30. During the time that this Agreement is in effect Purchaser shall be entitled to receipt and use of any and all rents from February 1, 1996 by virtue of any oral or written lease, or any agreement for the use or occupancy of any part of the Premises which may previously have been entered into by Seller or which might be entered into by the Purchaser during the period that this Agreement is in effect.

In case of any default by Purchaser under the covenants and provisions of this Agreement, in addition to the Seller's remedies provided in this Agreement, the Purchaser hereby assigns to Seller any and all rents presently due or which subsequently become due by virtue of any oral or written lease, or any agreement for the use or occupancy of any part of the premises which previously have been entered into by Seller or which might be entered into in the future by Purchaser. It being understood and agreed that Seller shall have the right to use and apply such rents assigned to it towards the payment of any present or future indebtedness or liability of the Purchaser and also towards the payment of any and all expenses for the care and management of said Premises as incurred by the Purchaser but left unpaid. The Seller will not exercise its rights under this assignment of rents until after the Purchaser has defaulted in any making any payments secured by this Agreement or after any of the covenants of this Agreement have been breached by Purchaser.

31. Any extension of the time for payment or modification of amortization of the sums secured by this Agreement granted by the Seller to any successor in interest of the Purchaser shall not operate to release, in any manner, the liability of the original Purchaser and/or Purchaser's successors in interest. Seller shall not be required to commence proceedings against such successors or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Agreement by reason of any demand made by the original Purchaser and Purchaser's successors in interest. Any forbearance by Seller in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

32. The Purchaser shall be responsible for the management of the Premises and shall cause the Premises to be maintained, repaired and replaced as is necessary to preserve the premises in a condition no worse than the Premises are on the date that the Purchaser takes possession of the Premises. The Purchaser shall also make sure that the Premises are served by all necessary utility services, including electricity, gas and water, during the period that this Agreement is in effect. The Purchaser shall be responsible for paying for all such utility services. The Purchaser shall make or cause to be made all ordinary maintenance, repairs and replacements necessary to preserve the premises in proper condition; and to enter into agreements for all necessary maintenance, repairs and replacements of the Premises.

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33. The Purchaser shall solicit bids for and shall negotiate and execute all contracts pertaining to the operation, management, maintenance, repair and improvement of the Premises and such other services considered necessary by the Purchaser. The Purchaser shall not execute any contracts for a price in excess of Two Hundred and Fifty Dollars and 00/100 (\$250.00) until: (a) a copy of such contract has been presented to Seller for Seller's review and approval; and (b) the Purchaser has obtained from the contracting party and has presented to Seller, proof that the contracting party has obtained all necessary insurance coverages in amounts satisfactory to Seller and required by law and this Agreement. The Seller and the Purchaser shall be named as insured parties under any such insurance coverages and/or policies. The Purchaser shall furnish the Seller with all certificates of insurance coverages required under this Agreement. Within five (5) days of Purchaser presenting Seller with a copy of a written contract in accordance with this Paragraph, Seller shall review said contract(s) and shall consent or not consent to the provisions of the contract and/or Purchaser's entry into the contract. However, Seller shall not unreasonably withhold such consent to Purchaser's entry into the contract or its provisions.

34. (A) The Purchaser shall keep the premises insured in Seller's name and at Purchaser's expense as follows:

1. General comprehensive public liability insurance in amounts of not less than One Million Dollars (\$1,000,000) for injury to any one person, One Million Dollars (\$1,000,000) for any single occurrence involving injury to persons and One Million Dollars (\$1,000,000) aggregate.
2. Property damage insurance in an amount equal to the full insurable replacement cost of the Premises.

(B) Purchaser shall cause any and all contractors and sub-contractors hired to perform work on the Premises, to carry at their own expense, comprehensive public liability, property damage and workmen's compensation insurance in amounts adequate to cover the Purchaser and the Seller and any of their agents, employees or representatives.

The Purchaser and any contractor and/or sub-contractor of Purchaser shall cause the Seller and Purchaser to be named as additional insured parties on any and all insurance policies and coverages required and obtained pursuant to this Agreement. Purchaser shall notify Seller at least ten (10) days in advance of any cancellation or change in any required insurance coverages or policies.

(C) Purchaser shall obtain workmen's compensation insurance only if Purchaser shall employ individuals to work on the Premises as Purchaser's employee.

(D) The Purchaser shall be responsible for paying in full all insurance policies and coverages required and obtained pursuant to this Agreement. Within seven (7) days after the due date(s) for payment of premiums due for such policies, the Purchaser shall provide Seller with written proof that such payments were made.

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- (E) In the event that the Premises shall suffer damage from any cause, then the proceeds of any insurance policy shall be used to repair or restore the Premises. If the costs of such repairs or restorations shall exceed the amount of any available insurance proceeds then such proceeds may be used for the repairs or restorations, and the Purchaser shall deposit into an escrow account an amount equal to the sum by which the repair or restoration costs exceed the available insurance proceeds.
35. The Purchaser shall hire, pay and negotiate any and all collective bargaining and labor agreements and if necessary, shall supervise and discharge engineers, janitors, and other personnel required to maintain and operate the Premises properly. All such personnel shall be independent contractors or employees of the Purchaser. All salaries, taxes and other expenses payable on account of such employees shall be operating expenses of the Purchaser. The Purchaser shall execute and file all returns and other instruments with respect to such salaries, taxes and other expenses.
36. The Purchaser shall have no authority to make any structural changes to the premises or to make any other major alterations or additions in or to the Premises or equipment therein, except such emergency repairs as may be required because of danger to life or property or which are immediately necessary for the preservation and safety of the Premises or the safety of the tenants and occupants or as is required to avoid the suspension of any necessary service to the Premises.
37. The Purchaser is responsible for taking action to comply with the requirements of any Federal, State and local laws, ordinances, regulations, court orders, and administrative determinations. The Purchaser's responsibility shall include the immediate forwarding to the Seller and the Seller's designated representatives, of all complaints, summonses, court orders, administrative agency determinations, liens, judgements, decisions, decrees, laws, regulations, warnings, letters and any other notices received by the Purchaser and which the Purchaser knows or should know, should be immediately forwarded to such parties. In addition, upon the authorization, direction and approval of the Seller, the Purchaser shall then take all necessary action in the name of the Seller to assist the Seller in complying with any and all laws, ordinances, regulations, court orders or administrative agency determinations, liens, judgements, summonses, decrees, warning letters and any other notices which the Seller is responsible for complying with.
38. On the fifth (5th) day of each month the Purchaser shall provide the Seller with a status report for the month immediately preceding and said status report shall include: (a) the name(s) and apartment numbers for each tenant who has and who has not paid rent; (b) the exact amount of rent(s) paid by each tenant; (c) the apartment number of any apartment that has become vacant; (d) the apartment number of any apartment where a security deposit has been paid out; (e) the amount of any unpaid rent due for any specific apartment and the name of the tenant who owes such unpaid rent; (f) a copy of any lease entered into between the Purchaser and a tenant. Such lease(s) shall be in the name of the Purchaser's management company and shall contain a clause allowing the Purchaser to assign the lease to Seller; (g) a listing of the amounts of any security deposits received by Purchaser. Such security deposits shall be turned over in full to Seller within five (5)

95086237

486

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business days of their receipt by Purchaser; (h) the apartment number of any apartment upon which repairs and/or maintenance work have been performed and a specific listing of such work performed; and (i) a statement listing all receipts, expenditures and disbursements related to operation of the Premises by the Purchaser, including a statement indicating the balance or deficit in the Purchaser's account for the Premises.

39. During the pendency of this Agreement the Seller shall hold all security deposits pertaining to tenant leases in existence during the pendency of this Agreement. Seller shall make sure that interest on said deposits will accrue and be calculated at the rate mandated by applicable law. At the written request of Purchaser, Seller shall promptly pay to Purchaser the exact amount of any security deposit(s) plus interest due thereon; being held by Seller in relation to a leased apartment located on the Premises. The Seller and Purchaser agree that the interest due on the security deposits held by the Seller shall be pro-rated at the time of final closing and that the Purchaser shall receive a credit against the purchase price equal in the amount of the security deposit plus interest which has accrued to the date of final closing.
40. Seller makes the following representations and warranties and, to the extent that any of same are incorrect or untrue Seller, shall save, hold harmless and indemnify the Purchaser against all expense, including reasonable attorney's fees, arising or resulting from such error or untruth:
- A. There is no valid and outstanding contract with anyone providing for or relating to washing machines and/or dryers located on the property under which the owner of the property is obligated to permit the machines to be located on the property for any period of time.
 - B. Except for a contract with Groot Automatic Disposal company having a term ending in February, 1996 and providing for a yearly rate payable at \$100.00 per month there is no existing scavenger service agreement for the Premises.
 - C. Except for the apartments with numbers set forth in this Paragraph, every apartment on the Premises is equipped with a stove and refrigerator in good repair and working order and which shall be in good repair and working order on February 1, 1996.

<u>Apartment Number</u>	<u>Bad Stove</u>	<u>Bad Refrigerator</u>
2A	x	x
3A	x	x
209	x	x
303	x	

- D. The furnace and all heating and plumbing equipment and facilities on the Premises are in good order and repair and the same shall be such at the time Purchaser receives possession of the Premises; if not, the cost of repair of same shall be borne by the Seller subsequent to possession being received by the Purchaser, provided the Seller is given notice of a defect existing at the time of

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closing within five (5) business days thereafter.

- E. The roof is in good repair and not leaking and shall be in that condition at the time the Purchaser takes possession of the Premises, if not, the cost of any necessary repair shall be borne by the Seller subsequent to the time Purchaser takes possession, provided that the Seller is given notice of defects existing at the time of closing within five (5) business days thereafter.
41. The Purchaser shall have the right to fully inspect the Premises within forty-eight (48) hours prior to Purchaser's taking possession of said Premises.
 42. The Seller agrees to sign and cause a letter advising the tenants of a change of management of the Premises in a form satisfactory to the Purchaser, to be sent to the tenants within three (3) days following the Purchaser's taking possession of the Premises. The cost of postage for the letter shall be paid by the Purchaser.
 43. Schedule "A" attached hereto and incorporated herein is a complete list of all tenants, leases and the durations of their tenancies.
 44. The Seller and Purchaser hereby agree that subsequent to the time that Purchaser takes possession, they shall execute any and all documents reasonably required by the other to complete this transaction to the satisfaction of both parties.
 45. All notices required under Paragraph 18 of this Agreement shall be given in the following manner: (a) any notice to Purchaser provided for in this Agreement shall be given by delivering it or by mailing such notice by United States certified mail return receipt requested, addressed to Purchaser at the address stated in Paragraph 18 of this Agreement, or at such other address as Purchaser may designate by notice to Seller as provided herein, and (b) any notice to Seller shall be given by United States certified mail to Seller at the address stated in Paragraph 18 of this Agreement or to such other address as Seller may designate by notice to Purchaser as provided for in this Agreement. Any notice provided for in this Agreement shall be deemed to have been given to Purchaser or Seller when given in the manner designated herein. Any notice or demand shall be deemed to be given or made within three (3) days of the date of mailing.
 46. The state and local laws applicable to this Agreement shall be the laws of the jurisdiction in which the Premises are located. The foregoing sentence shall not limit the applicability of Federal law to this Agreement. In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Agreement are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

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