

# UNOFFICIAL COPY

9612279

## ARTICLES OF AGREEMENT FOR DEED

SUBJECT: GEORGE H. HILLS  
Address: 608 East 14th Street

City: Chicago County: Cook  
State: Illinois

SUBJECT: RICHARD A. JEMOTRE & THOMAS J. JEMOTRE  
Address: 1231 51st Road, LaGrange

City: LaGrange County: Cook  
State: Illinois

PURCHASE PRICE of SIXTY-NINE THOUSAND

96141490

DEPT-01 RECOR 190 117.30  
760011 TRAM 0477 02/23/96 12141100  
90190 & REV 01-96-14 14-90  
COOK COUNTY RECORDER

LOT 18 IN BLOCK # 11 OF CALUMET SUBDIVISION CENTER THE ADDITION, 2ND & A  
SUBDIVISION IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10,  
TOWNSHIP 36 NORTH, RANGE 16, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN COOK COUNTY, ILLINOIS.

A-10-233-04

3750  
3750  
3750

Considered referred to as the premises

with appurtenances to the premises of 40' x 124' together with all improvements and  
fixtures, including, but not limited to, all water, heating, plumbing and electrical systems and equipment, the hot water heater, central  
air conditioning and filtering equipment, fixed cupboards, built-in appliances, and all equipment and cabinets, more or less, and  
all other improvements, including electric and gas meters and lines, attached thereto, and all other improvements, including all  
plumbing, electrical, gas, and other improvements, and the following items of personal property:

*The recording to correct the chain of title*

All of the foregoing items shall be included in the sale price, and shall be transferred to the Buyer at a cost of 5% of the  
purchase price of the premises.

### 2. PAYMENT

a. If the Buyer shall purchase all the pay costs and parties of the premises and if the Buyer shall purchase the premises, the Buyer shall pay to the Seller the purchase price of the premises in full at the time of the closing of the premises, by a certified check payable to the order of the Seller, in the amount of the purchase price of the premises, less the amount of the Seller's net proceeds from the sale of the premises, and the Seller shall deliver to the Buyer a deed to the premises, together with all other documents and instruments necessary to perfect the Buyer's title to the premises, and the Seller shall execute and deliver to the Buyer a deed to the premises, together with all other documents and instruments necessary to perfect the Buyer's title to the premises, and the Seller shall execute and deliver to the Buyer a deed to the premises, together with all other documents and instruments necessary to perfect the Buyer's title to the premises.

b. The Seller shall execute and deliver to the Buyer a deed to the premises, together with all other documents and instruments necessary to perfect the Buyer's title to the premises, and the Seller shall execute and deliver to the Buyer a deed to the premises, together with all other documents and instruments necessary to perfect the Buyer's title to the premises.

c. The Seller shall execute and deliver to the Buyer a deed to the premises, together with all other documents and instruments necessary to perfect the Buyer's title to the premises, and the Seller shall execute and deliver to the Buyer a deed to the premises, together with all other documents and instruments necessary to perfect the Buyer's title to the premises.



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At least one (1) business day prior to the initial closing, Seller shall furnish or cause to be furnished to Buyer at Seller's expense...

If the title insurance policy is not issued by the Seller or the Seller's agent, the Seller shall be responsible for the cost of the title insurance...

Buyer shall maintain which conforms with paragraph "a" shall be constructive evidence of good title therein shown...

If a Special Tax Search, Lien Search, a Judgment Search or the title commitment disclosed by the Buyer shall...

Buyer's taking possession of the premises shall be constructive notice to Buyer in all respects except and in addition...

B. BUYER'S OBLIGATIONS

In the event the premises are subject to any liens, mortgages, commitments or other encumbrances, Seller shall...

The Buyer shall comply with any covenants, conditions, restrictions or limitations of record...

SELLER'S OBLIGATIONS: Seller shall be responsible for the cost of the title insurance...

ENCUMBRANCES: The location of Seller or Buyer upon notice to a third party not less than (3) days prior to the date...

VI. SELLER'S REPRESENTATIONS

Seller expressly warrants to Buyer that he or she is the owner of the premises hereinafter described...

CS: 111

8/22/2018

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Notice is hereby given that this document contains information which is classified and controlled. No person shall disseminate this information to the public without the express written approval of the Department of the Interior, Bureau of Reclamation, or the Department of the Army, Corps of Engineers, as appropriate.

Buyer represents that all equipment and appliances to be conveyed, installed but not required to be conveyed, are in operation condition. All mechanical equipment, heating and cooling equipment, water heaters and boilers, traps, plumbing, and electrical services; and all equipment remaining with the premises and any miscellaneous mechanical personal property to be transferred to Buyer. Upon the Buyer's possession of the premises, Seller shall demonstrate to the Buyer or his representatives all such equipment and upon receipt of written notice of deficiency shall promptly and at Seller's expense correct the deficiency. IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE BUYER PRIOR TO THE DATE SPECIFIED FOR INITIAL CLOSING IT SHALL BE CONSIDERED THAT THE CONDITION OF THE ABOVE EQUIPMENT IS SATISFACTORY TO THE BUYER AND THE SELLER SHALL HAVE NO FURTHER RESPONSIBILITY WITH REFERENCE THERE TO.

Seller agrees to have the premises in better clean condition. All refuse and personal property not to be delivered to Buyer shall be removed from the premises at Seller's expense before the date of initial closing.

**13. BUYER TO MAINTAIN** Buyer shall keep the improvements on premises and the grounds in as good repair and condition as they are in on ordinary wear and tear except Buyer shall make necessary repairs and renewals (such as painting including by way of example and not by limitation interior and exterior painting of porches, window glass, air conditioning and air conditioning equipment, plumbing and electrical systems and fixtures, roof, gutters, including downspouts and drains, etc.). If, however, the said premises shall not be then kept in good repair, and in a clean, tight, and healthy condition by Buyer, Seller may either (a) enter upon the premises or by their agents, servants, or employees, without notice, to cause or cause to be done all the work required to place said premises in good repair and in a clean, tight, and healthy condition, and Buyer agrees to pay to Seller as much of Seller's purchase price for the premises, the expenses of the Seller in making said repairs and in placing the premises in a clean, tight, and healthy condition; or (b) shall the Buyer to make such repairs and place said premises in a clean, tight, and healthy condition within thirty (30) days of notice (not to be later than the date provided in paragraph 21), and, upon default by Buyer in complying with said notice, Seller may avail himself of such remedies as Seller may deem, if any, from those that are by this Agreement. It is to be noted that any work done by Seller shall be done in a workmanlike and efficient manner.

**14. TITLE AND EQUIPMENT** At the date of delivery of possession of the premises to Buyer, Buyer shall receive possession of the personal property to be sold to Buyer as set forth in the terms of this agreement as well as the improvements and equipment, if any, specifically described in the improvements on the premises, but until payment in full of the purchase price to Seller, none of such personal property, fixtures or equipment shall be removed from the premises without the prior written consent of the Seller.

**15. INSURANCE**

(a) Buyer shall from and after the date specified in paragraph 5 for possession keep the premises insured against fire or other casualty, the improvements upon and hereafter to be made on premises with a fire, theft, or other casualty, or any combination thereof, by a policy or policies containing a provision for the Standard Homeowners Form (H.O.S.) and, also fire insurance where applicable, which shall have a face value equal to the balance of the purchase price (except that if the full amount is paid in cash for improvements) plus the net balance of the purchase price, plus at least the insurable value of the contents of the premises and the interests of any mortgagee or trustee. If a policy cannot be procured which meets these requirements, the Seller shall have the right to purchase and pay for such a policy or policies shall be paid by Seller, and Buyer shall pay the premium thereon when due.

(b) In case of loss of or damage to such improvements, whether before or after possession is given hereunder, any insurance proceeds in which either or both of the parties have an interest, shall be applied, if it be used (i) to the extent the insurance proceeds are sufficient to fully reimburse or reimburse such improvements, to pay for the re-erection or reconstruction of such improvements, then the proceeds of insurance shall be applied to the unpaid balance of purchase price.

**16. TITLES AND CHARGES** It shall be the Buyer's obligation to pay any liability when due and pay the same and prior to the date when the same shall be due the Buyer shall pay any general and special taxes, special assessments, dues, charges, services fees or other dues, fees, taxes, licenses, assessments and charges now or hereafter levied or assessed or charged against the premises or any part thereof on any day, manner, or basis, which the Buyer shall be liable to furnish (if not the Buyer's obligation) to the proper authorities.

**17. FUNDS FOR TAXES AND CHARGES** In addition to the agreed installments, if any, provided in paragraph 3, Buyer shall deposit with the Seller on the day such installments are due: (1) if none are provided, by or on the first day of such month subsequent to the date of initial closing, until the purchase price is paid in full, a sum (herein referred to as "fund") equal to one-twelfth of the yearly estimated amount which may become a lien on the premises, and the estimated annual percentage for the mortgage coverage (if it is to be paid and maintained by Buyer, if it is to be maintained by Seller); (2) the same for the full payment of such charges one month prior to their date for being due and payable. Failure to make the deposits required hereunder shall constitute a breach of this Agreement. Seller is hereby authorized and directed to use the funds for (a) payment of all assessments and taxes, assessments, rates and charges.

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shall not be liable for any other debts or liabilities of the grantor or any other person...

LIABILITY FOR COSTS

(b) Buyer or Seller shall pay all reasonable attorney's fees and costs incurred by the other in enforcing the terms and conditions of this Agreement...

(c) All rights and remedies (such as those of Buyer or Seller) shall be deemed to have been waived, accepted, and confirmed...

20. DELIVERY: All notices required to be given under this Agreement shall be in writing and shall be given to the party giving the notice...

21. ASSIGNMENT: If any part of the property shall be sold, conveyed, or otherwise disposed of by Buyer or Seller...

22. BUYER'S OBLIGATIONS: Buyer shall be bound to pay the purchase price in cash or by check or by other means...

23. CALCULATION OF INTEREST: Interest for each month shall be added to the unpaid balance of the purchase price...

24. ASSIGNMENT: The Buyer shall not be allowed to assign this Agreement, or any part thereof, or to sublet or lease the property...

25. FINAL CLOSING: Buyer shall be bound to delivery of the deed of conveyance and all other documents...

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of the Deed, Buyer and Seller shall execute and file all such real estate transfer declarations as may be required to comply with any applicable law or local law. Seller shall pay the amount of any stamp tax then imposed by State or County law on the transfer of title to the property. Buyer shall pay any such stamp tax and meet other requirements as they may be established by any local ordinance with regard to the transfer of title to Buyer unless otherwise provided in the local ordinance.

**19. TITLE IN TRUST:**  
(a) In the event that title to the premises is held by or conveyed into a trust prior to the initial closing, it shall be conveyed to Buyer with a deed if appropriate within the terms of this Agreement in accordance with the provisions of paragraph 2, except that the conveyance shall be by Trustee's Deed. If the names and addresses of each and every beneficiary of said portion with a power to grant the Title Holder is attached hereto and by reference incorporated herein as Exhibit A.

(b) The beneficiary or beneficiaries and the person or persons with the power to direct the Trustee shall conclusively be deemed to jointly and severally have all of the rights, duties, obligations and liabilities by the seller to be enjoyed or performed by transferee and such person or persons with the power to direct the Trustee jointly and severally agree to direct the Trustee to perform such obligations and duties in such person or persons' beneficiaries may not under the terms of the Trust Agreement or to affirm themselves directly.

(c) If, at the time of execution of this Agreement, title to the premises is not held in a trust, Seller agrees that upon the written request of the Buyer any time prior to the final closing, Seller shall convey title into a trust and comply with subparagraphs (a) and (b) of this paragraph with Buyer paying all trust fees and recording costs resulting thereby.

**20. RECORDING:** The parties shall record this Agreement as a separate instrument at Buyer's expense.

**21. RIDE:** The provision contained in any rider attached hereto and incorporated herein shall be deemed to be part of this Agreement as though herein fully set forth.

**22. CAPTION AND PRECEDENCE:** The captions and headings of the various provisions of this Agreement are for convenience only, and are not to be construed as conferring or withholding in any way the scope or effect of a provision hereof. In the event of any conflict between or among the provisions of this Agreement, the provisions shall prevail which most clearly indicate the intent of the parties and which shall be deemed to be hereby intended.

**23. PROVISIONS SEVERABLE:** The enforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions hereof unenforceable or invalid.

**24. BINDING ON HEIRS, TIME OF BINDING:** This Agreement shall bind to the benefit of and be binding upon the heirs, assigns, administrators, executors and assigns of the Seller and Buyer. This is of its essence in this Agreement.

**25. JOINT AND SEVERAL OBLIGATION:** The obligations of two or more persons designated "Seller" or "Buyer" in this Agreement shall be joint and several, and in such case each hereby authorizes the other or others of the same designation, as his or her attorney-in-fact to do or perform any act or agreement with respect to this Agreement or the premises.

**26. NOT BINDING UNLESS SIGNED:** A duplicate original of this Agreement duly executed by the Seller and his spouse, if any, or if Seller is a trustee, by a by said trustee and the beneficiaries of the Trust shall be delivered to the Buyer or his attorney-in-fact before \_\_\_\_\_, 19\_\_\_\_, unless otherwise at the Buyer's option this Agreement shall be deemed null and void and the contract hereby, if any, shall be returned to the Buyer.

**27. REAL ESTATE BROKER:** Seller and Buyer represent and warrant that no real estate brokers were involved in the transaction of this sale.

Seller shall pay the brokerage commission of such fee should be determined with a separate agreement between Seller and said broker(s) at the time of initial closing.

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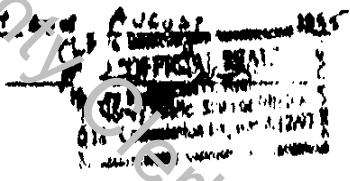
NOTARIES OF, the parties hereto have been at their hands and seals this 24 day of AUGUST 1957

[Signature]  
[Signature]

STATE OF ILLINOIS )  
COUNTY OF )

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that CHARLES J. K... personally known to me to be the said person who has subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

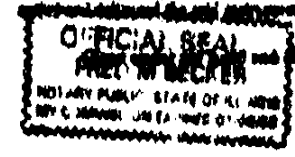
Given under my hand and official seal, this 24 day of AUGUST 1957



Commission expires 12/31/1961

STATE OF ILLINOIS )  
COUNTY OF )

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that DANIEL E. APPELBAUM personally known to me to be the said person who has subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.



Given under my hand and official seal, this 24 day of AUGUST 1957

[Signature]  
Notary Public

Commission expires 12/31/1961

Commission expires \_\_\_\_\_

This instrument prepared by  
Thomas G. Erd  
Attorney At Law  
12408 Arden Avenue  
Romeo, Michigan 48060  
(313) 997-7100



ATTORNEYS' NATIONAL  
TITLE NETWORK

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RIDER TO INSTALLMENT AGREEMENT FOR WARRANTY DEED

Any ambiguity or difference between this Rider and any contradictory terms or conditions of the Articles of Agreement for Deed shall be resolved in favor of this Rider.

The above "prior mortgage" referred to in Paragraph 6 of the Articles of Agreement for Deed, paragraph a, b, & c, shall include prior contract purchase, and any reference to a prior mortgage in said paragraph, is deemed to mean a prior contract purchase.

Method of Payment. The Purchaser shall pay to the Sellers each and every month commencing October 1, 1951, an amount equal \$77.72, which sum represents the installment balance of \$61,000.00 paid in 100 installments at an annual interest rate of 9%. The Purchaser shall also pay to the Seller with each payment a sum equal to 1/12th of the annual real estate taxes, based on the last ascertainable tax bill, and 1/12th of the annual insurance premium, based on the last insurance certificate bill. If the real estate taxes or insurance premiums are increased, then the Purchaser's monthly payment shall be proportionately increased. The Contract Sellers agree to continue to make such payments to their Contract Seller, who is Jane Hewitt.

Final Closing. Upon receipt of payment in full from Purchaser, Seller shall turn over to Purchaser a recordable Warranty Deed. Seller shall also turn over any funds remaining in Purchaser's escrow account.

Seller's attorney shall take a recorded, but signed Warranty Deed which shall be given to Buyers only upon proof of full payment of purchase price and full compliance with all terms of the Articles of Agreement for Deed.

The parties have agreed that the Sellers shall give Purchaser credit for the Village Transfer stamp at the time of closing. At the time of final closing, the Purchaser shall be exclusively responsible for the payment of all State County, or local transfer taxes necessary to record the Deed. Seller shall be exclusively responsible for all title insurance expenses.

DATED: August 21, 1951

*George J. Hahn*  
BUYER

*Richard L. ...*  
SELLER  
*Charles L. ...*  
SELLER

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DEPT-01 RECORDING \$37.50  
1#0011 TRAN 0739 03/13/96 14:24:00  
#3249 RV #-96-192278  
COOK COUNTY RECORDER

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