

CAUTION Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

AGREEMENT, made this 16th day of DECEMBER, 1996, between  
JOSEPH GEMIGNANI and APRIL GEMIGNANI, Seller, and

KEVIN J. ROCIO, 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:

See Rider Attached for Legal Description

Common Address: 939 W. Huron, #408, Chicago, Illinois  
P.I.N. 17-08-220-045-1034

DEPT-01 RECORDING \$31.50  
T#0010 TRAN 6931 01/08/97 12:36:00  
#0191 + C.J \* -97-016955  
COOK COUNTY RECORDER  
DEPT-10 PENALTY \$28.00

ATTORNEY NATIONAL TRUST BANK  
THREE FIRST NATIONAL BANK  
SUITE 575  
CHICAGO, IL 60602

3150  
30.00

and Seller further agrees to furnish to Purchaser on or before May 15, 1998, 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 a title company \_\_\_\_\_, (b) ~~communicate as title issued by the Registrar of Cook County, Illinois for the year 1996~~ 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 Joseph Gemignani and April Gemignani

the price of One Hundred Ninety Eight Thousand /Dollars and No/100ths (\$198,000.00)

Dollars in the manner following, to-wit: One Thousand Six Hundred and Fifty /Dollars (\$1,650.00) shall have been previously paid on or before May 15, 1996 and the remaining One Hundred Ninety Six Thousand Three Hundred Fifty Dollars and No/100ths (\$196,350.00)

with interest at the rate of 9 1/8% per cent per annum payable monthly on the whole sum remaining from time to time unpaid, in accordance with Rider Attached.

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Possession of the premises shall be delivered to Purchaser on the execution hereof.

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 1995 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, as per Rider attached.

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 1995 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;

Rider attached is an integral part hereof.

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 ten 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.

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 item and add a charge of \_\_\_\_\_ per cent per annum until paid. The amount so paid shall be an addition to the purchase price immediately due and payable to Seller, with interest at \_\_\_\_\_ per cent per annum until paid.

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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.

12. 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.

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.

17. If there be more than one person designated herein as "Seller" or as "Purchaser", such word 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 602 N. Franklin, Hinsdale, Illinois 60521 or to

Purchaser at 939 W. Huron, #408, Chicago, Illinois 60622 \* 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.

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.

Sealed and Delivered in the presence of \_\_\_\_\_  
\_\_\_\_\_

Joseph Gemignani (SEAL)  
JOSEPH GEMIGNANI (SEAL)  
Kevin J. Rocio (SEAL)  
KEVIN J. ROCIO (SEAL)

\* With a copy to Di Silvestro & Associates  
3800 N. Austin Avenue  
Chicago, Illinois 60634

97016955  
AL TO

Received on within Agreement the following sums

DATE	INTEREST	PRINCIPAL	RECEIVED BY

GEORGE E. COLE  
LEGAL FORMS

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RIDER ATTACHED TO AND FORMING  
PART OF ARTICLES OF AGREEMENT FOR DEED  
FOR SALE OF 939 W. HURON, #408, CHICAGO, ILLINOIS

1) The principal sum of ONE HUNDRED NINETY SIX THOUSAND THREE HUNDRED AND FIFTY DOLLARS (\$196,350.00) remaining after the execution of this Agreement shall be payable as follows: The sum of ONE THOUSAND FIVE HUNDRED NINETY SEVEN DOLLARS and 57/100 (\$1,597.57) per month commencing December 1, 1996; and continuing on the 1st day of each month thereafter until November 1, 1998, unless sooner paid in full. Said sum includes interest at the rate of 9 1/5% per annum and principal amortized over 30 years.

2) Purchaser agrees to protect, save and keep the Seller and his agents forever harmless and indemnified against any penalty, damage or charges imposed for any violation of any laws or ordinances, occasioned by neglect of Purchaser, as well as all loss, cost, damage or expense arising out of any accident or other occurrence on or about the premises as well as all loss, cost, damage or expense arising out of any failure of Purchaser to comply with and perform all the requirements and provisions hereunder.

3) Purchaser agrees that prior to commencement of any improvements in excess of \$2,500.00 in expenditure other than normal building maintenance, plans for same shall be approved by Seller in writing, which approval shall not be unreasonably withheld or delayed. All necessary waivers of mechanics' or materialmen's liens shall be secured by Purchaser and delivered to Seller prior to the filing of any lien claim against the premises.

4) In the event the building and/or land shall be the subject of a complete sale by virtue of the right of eminent domain, at the option of the Seller, the entire indebtedness remaining hereunder shall become due and payable to the Seller. In the event of a partial taking, at the option of Seller, the entire award for such partial taking shall be applied to reduce Purchaser's debt to Seller herein.

5) Purchaser agrees to maintain the property in a neat, attractive and clean condition, at all times that Purchaser is indebted to Seller herein.

6) At time of delivery of Deed hereunder, Seller shall furnish completed Real Estate Transfer Declarations signed by Seller or his agent in the form required by the State of Illinois and County of Cook and Seller shall also pay transfer taxes required by such Declarations.

7) During the term hereof, Seller agrees not to mortgage or otherwise encumber the subject real estate.

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8) In addition to the agreed installments, Buyer shall deposit with the Seller on the day each installment payment is due, until the purchase price is paid in full, a sum (herein referred to as "funds") equal to one-twelfth of the yearly taxes and condominium assessment which may become a lien on the premises, all as reasonably estimated to provide sufficient sums for the full payment of such charges. Failure to make the deposits required hereunder shall constitute a breach of this Agreement.

The funds shall be held by Seller in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency. Seller is hereby authorized and directed to use the funds for the payment of the aforementioned taxes and assessments. Seller shall, upon the request of the buyer, give the Buyer an annual accounting of all such funds deposited and disbursed including evidence of paid receipts for the amounts so disbursed.

If the amount of the funds together with the future periodic deposits of such funds payable prior to the due date of the aforementioned charges shall exceed the amount reasonably estimated as being required to pay said charges such excess shall be applied first to cure any breach in the performance of the Buyer's covenants or agreements hereunder of which Seller has given written notice to Buyer and, second, at Buyer's option, as a cash refund to Buyer or a credit toward Buyer's future obligations hereunder. If the amount of the funds held by Seller shall not be sufficient to pay all such charges as herein provided, Buyer shall pay the Seller any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Seller to Buyer requesting payment thereof.

Seller may not charge for so holding and applying the funds, analyzing said account, or verifying and compiling said assessments and bills, nor shall Buyer be entitled to interest or earnings on the funds, unless otherwise agreed in writing at the time of execution of this Agreement. Upon payment in full of all sums due hereunder, Seller shall promptly refund to Buyer any funds so held by Seller.

9) Notwithstanding anything to the contrary contained in the Agreement to which this Rider is attached or in this Rider, it is mutually agreed that no default upon Purchaser's part shall give rise to any cause of action or right by Seller to act because of the same, unless and until:

(a) Such default, if the same relates to the payment of any monies due hereunder, has occurred and continued for a period of fifteen (15) days after written notice of such occurrence has been given by Seller to Purchaser; or

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(b) Such default, if the same relates to anything other than the payment of any monies due hereunder, has occurred and continued for a period of at least thirty (30) days after written notice of such occurrence has been given by Seller to Purchaser, provided that any such other default which takes longer than 30 days to cure, if Purchaser is diligently proceeding to cure such default, Purchaser shall have such additional time as is reasonably necessary to complete the curing thereof.

10) Concurrently with the execution of this Agreement, Seller shall deliver to Purchaser a Bill of Sale covering all personal property agreed upon by the Parties.

11) The terms of this Rider are in addition to the other terms and provisions that are contained in the Agreement attached hereto, and wherever the terms of this Rider conflict with the terms of said Agreement attached hereto, the terms of this Rider shall control and be binding upon the parties hereto. Seller or Purchaser may record this Agreement and Rider at any time.

Executed at Chicago, Illinois, this 16<sup>th</sup> day of December 1996.

SELLER:

PURCHASER:

Joseph Gemignani  
JOSEPH GEMIGNANI

Kevin J. Rocio  
KEVIN J. ROCIO

April Gemignani  
APRIL GEMIGNANI

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## LEGAL DESCRIPTION

### PARCEL 1:

UNIT NO. 408 IN THE RIVER WEST 2 CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 29 TO 39 BOTH INCLUSIVE AND TAKEN AS ONE TRACT, (EXCEPTING THEREFROM THAT PART OF THE NORTH 180.34 FEET OF SAID TRACT LYING WEST OF THE EAST 73.0 FEET THEREOF) IN BLOCK 1 IN RIDGLEY'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND, THE WEST 22.50 FEET OF THE EAST 95.50 OF THE NORTH 180.34 FEET OF LOTS 29 THROUGH 36, BOTH INCLUSIVE AND TAKEN AS ONE TRACT, IN BLOCK 1 IN RIDGLEY'S ADDITION TO CHICAGO IN THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID LAND, PROPERTY AND SPACE LYING BETWEEN A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF +22.30 FEET ABOVE THE CHICAGO CITY DATUM (WHICH ELEVATION IS THE LOWER SURFACE OF THE FLOOR SLAB OF THE OUTSIDE DECK CONTAINED WITHIN SAID SPACE) AND A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF +32.94 FEET ABOVE THE CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AUGUST 27, 1991 AS DOCUMENT NO. 91441393, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

### PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE 34, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NO. 91441393.

### PARCEL 3:

THE EXCLUSIVE RIGHT TO THE USE OF STORAGE LOCKER 408, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NO. 91441393.

PROPERTY ADDRESS: 939 W. Huron Street, Unit 408, Chicago, Illinois 60622

P.I.N.: 17-08-220-045-1034

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